

**COOPERATIVE AGREEMENT NO. 26-23-05-LV
BETWEEN THE CITY OF SUNRISE
AND OTIS ELEVATOR COMPANY**

This Cooperative Agreement No. 26-23-05-LV (Agreement) is entered into between the City of Sunrise, Florida, a Florida municipal corporation (City) and Otis Elevator Company, a foreign profit corporation (Contractor) this ____ day of _____, 2026.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the University of California, in partnership with Omnia Partners (Awarding Entity), Public Sector, awarded Contract Number 2019.001563 (Contract) dated October 1, 2019, to Otis Elevator Company for Elevator, Escalator, Chairlift, and Platform Lift Maintenance & Repair and related services. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through September 30, 2029. The City reserves the right to renew, amend or extends this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Attachment 1 - Otis Addendum.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: OTIS ELEVATOR COMPANY
Tom Salzberg
444 Spear St., Suite 100
San Francisco, CA 94941_

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

X a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

X b. **Insurance Requirements.** This provision shall supersede and replace Section 11, Article 9 and RFP 000289-APR2018, item #4 (ii) of the Contract of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

X c. Indemnification. This provision shall supersede and replace Section 13, Article 8 of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder.

Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

X **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

X **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

X **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

X **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

X **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

X **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

X **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

X **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

X **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

X **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public

work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

X p. Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

X q. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit "C", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

6. Additional Provisions:

This Agreement supersedes and replaces all prior agreements, proposals, negotiations, discussions, representations, and understandings, whether written or oral, relating to the subject matter herein. Upon execution of this Agreement, any prior agreements or contracts between the Parties concerning the same subject matter shall be deemed null, void, and of no further force or effect.

The paragraph contained in Attachment 2, titled "Termination for Customer's Breach" is stricken in its entirety.

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit A, Exhibit B, Exhibit C, Attachment 1, Attachment 2, Attachment 3, and Attachment 4 shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A, Exhibit B, Exhibit C, Attachment 4, Attachment 1, Attachment 2, and Attachment 3 in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day, and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City:

By: _____
Thomas P. Moss
City Attorney

OTIS ELEVATOR COMPANY

By: _____

Print Name: _____

Print Title: _____

Date: _____



Purchasing Agreement # 2019.001563

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Master Service Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **October 1, 2019** and through **September 30, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Five (5) successive One (1) -year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

1. Pricing. Refer to **Attachment B – Pricing Schedule** for Pricing.
 - a. Price Increases. After the first twelve (12) months term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once each year, in writing, 30 days in advance of the contract anniversary date or the beginning of the calendar year (whichever is agreed-to in the contract). In each twelve (12) month period, the proposed price increase will not exceed 3.50% or IUEC, whichever is less, for any standard line item specified in the Final Pricing document. If the Supplier does not opt to request a price increase during a given year, that year's price change is noted as Zero (0), or as a forfeited option.
 - b. Price Decreases. Supplier is advised that there is no mandatory use policy within the System. Supplier shall guarantee that manufacturer and/or Supplier price decreases be passed on to System immediately.
 - c. Volume Discount. Discount provided based on new units added to national program. Please refer to Attachment C – Volume Discount.
2. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2019.001563

Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination**.

All invoices must clearly indicate the following information:

- State sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, and quantity, specifically breakdown of labor and material;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original invoice number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Net30**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues not addressed above:

Name	Reynaldo Cano-Boza
Title	Sr. Commodity Manager
Phone	(510) 987-9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

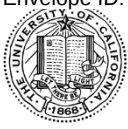
To Supplier:

Name	Tom Salzberg
Title	Sr. Regional Sales Manager
Phone	415-638-2023
Email	Tom.salzberg@otis.com
Address	444 Spear St., Suite 100
	San Francisco, CA 94941

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

☒ The Goods and/or Services **do not** involve Work Made for Hire

**7. Patient Protection and Affordable Care Act (PPACA)**

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☒ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☐ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☒ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

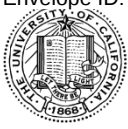
Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – OTIS ELEVATOR COMPANY.

12. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.



13. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 08/06/2019 are hereby amended as follows:

ARTICLE 8 – Indemnity will be deleted and replaced with the following:

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, *but only in proportion to and to the extent such losses, expenses, damages or liabilities are caused by or result from the negligent or intentional acts or omissions of Supplier* from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9, Section C – Deleted

ARTICLE 38 – will be added to read as follows:

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.

14. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a) Master Service Agreement # 2019.0001563
- b) UC Terms and Conditions of Purchase
- c) Attachment A - Statement of Work
- d) UC Request for Proposal# (000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019 ("RFP") and
- e) Supplier's responses thereto submitted on or about June 17, 2019 ("RFP Response")
- f) Attachment B – UC Pricing Schedule
- g) Attachment C – Volume Discount
- h) Attachment D – Sustainability
- i) Omnia Exhibits F
- j) Omnia Exhibit G



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement # 2019.001563

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Justin Sullivan

C61AF0F2384C40D...
(Signature)

Justin Sullivan, Director, Strategic Sourcing

(Printed Name, Title)

10/11/2019

(Date)

OTIS ELEVATOR COMPANY

A handwritten signature in black ink, appearing to read "Ted Gorman", written over a horizontal line.

(Signature)

Ted Gorman, Director Strategic Accounts

(Printed Name, Title)

10/1/2019

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 - 1. Personally identifiable information,
 - 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - 3. Medical information as defined by California Civil Code § 56.05,
 - 4. Cardholder data,
 - 5. Student records, or
 - 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fww-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

Attachment A – Statement of Work

This document is the template specific to UC used to prepare work at UC specific campuses

**University of California (UC)
REQUEST FOR PROPOSAL#
(000289-APR2018) RFP-ElevatorMaintenance-
UCSystemWide-April2019
FOR**

***Elevator, Escalator, Chairlift and Platform Lift Maintenance &
Repair and related services.***

***On behalf of the University of California and OMNIA Partners
and other government agencies and non-profits***

Date Issued: 04/24/19

Responses Due: 06/03/19@ 3pm PST

It is the Contractor's responsibility to read the entire document, any addenda, and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Contractors. It is the Contractor's responsibility to watch their e-mail for any addenda, notices, or changes to the RFP or process.

Issued by:

The Regents of the University of California
Adrian Ferreira, Interim Associate Director
Strategic Sourcing - Facilities & Maintenance
University of California Office of the President
7835 Trade Street, San Diego, CA, 92121

**Proposal RFP-ElevatorMaintenance-UCSystemWide-April2019
ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES**

RFP Number (000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019
RFP Title ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES
RFP Start Date April 24, 2019 3:00 PM PST
RFP End Date June 03, 2019 3:00 PM PST

Question & Answer End Date May 27, 2019 3:00 PM PST

RFP Contact Adrian Ferreira
Interim Associate Director – Facilities & Maintenance
University of California Office of the President
Adrian.Ferreira@ucop.edu

Vendor Web Conference May 03, 2019 2:00:00 PM PST

Attendance is non-mandatory

Location: NON-MANDATORY VENDOR WEB CONFERENCE VIA
WEB CONFERENCE USING ZOOM APPLICATION.

Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>
Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257

Link and number are available during time of Vendor Conference.
If an Offeror is unable to attend the pre-proposal conference,
recording of presentation will be attached to CalUsource system
upon completion.

Campus Walkthrough

Attendance is non-mandatory

Starting week of April 29, 2019 (Northern California)

Week of May 6, 2019 (Southern California)

Refer to ATTACHMENT C – Campus Walkthrough Schedule

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Attachments

- Attachment A – Elevator Equipment List
- Attachment B – Campus Matrix
- Attachment C – Campus Walkthrough Schedule
- Attachment D – Elevator Component Evaluation
- Attachment E – Maintenance vs. Construction

Exhibits

- Omnia Partners - Exhibit A – Response to National Cooperative Contract
- Omnia Partners - Exhibit B – Administration Agreement
- Omnia Partners - Exhibit C– Master Intergovernmental Cooperative Purchasing Agreement
- Omnia Partners - Exhibit D – Principal Procurement Agency Certificate
- Omnia Partners - Exhibit E – Contract Sales Reporting Template
- Omnia Partners - Exhibit F – Federal Funds Certification Form
- Omnia Partners - Exhibit G – New Jersey Compliance Form

Omnia Partners - Exhibit H – OMNIA Partners Advertising Compliance Requirement List

Request for Proposals

RFP Title:

Elevator Maintenance and Repair and Related Services

Introduction/Overview

A. Purpose

The University of California ("UC") is requesting proposals from qualified firms for the purchase of the following products and services in the 3 modules below:

1. MODULE 1: Elevator Maintenance & Related Services

- i. Capability to provide service to the following conveyances, but not limited to, elevator, escalator, chairlift and platform lift.
- ii. Capability to provide as needed to full service based on varied needs by each UC Campus location.
- iii. Ensures consistent performance standards are applied throughout UC.
- iv. Reduces elevator, escalator, chairlift and platform lift response time and repair turn-over.
- v. Standardizes elevator, escalator, chairlift and platform lift maintenance procedures, processes and reporting.
- vi. Assists UC in establishing prioritization schedules for repair and maintenance.
- vii. Maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- viii. Capability to modernize existing elevator conveyances.

2. MODULE 2: Non-Proprietary Controls Manufacture

- i. Elevator control system shall be non-proprietary
- ii. Elevator control system shall not require any external Proprietary service tool
- iii. Elevator control system shall be serviceable and maintainable by any qualified elevator maintenance provider capable of maintaining apparatus of similar design and complexity

3. MODULE 3: Conveyance Audit Services

- i. Capability to evaluate, elevator maintenance audit to a maintenance condition assessment, a performance and equipment evaluation, survey, or even a preventative service audit, elevator state, or asset management review.

B. Objective

1. Provide a comprehensive competitively solicited Master Agreement offering products and services to UC and Participating Public Agencies
2. Establish a Master Agreement with a Five (5) year contract(s) with options for Five (5) one-year extensions for the selected Contractor(s).
3. Achieve cost savings for Contractors and Participating Public Agencies through a competitive solicitation process that eliminates the need for multiple proposals.

4. Provide Participating Public Agencies with environmentally responsible products and services.
5. The goal of the RFP is to establish a national contract(s). If Contractors are unable to propose a national program due to conflicts with legal obligations or coverage area, Contractor may indicate so and propose a regional or direct solution. UC will evaluate responses in their entirety and determine award based on the most advantageous.

C. Intent

1. Respondent(s) shall have a strong national presence for Conveyance maintenance/repair goods and services, or non-proprietary controls manufacture, or conveyance audit services for use by UC and various public entities nationwide.
2. Respondent(s) are required to answer general question and also **ONLY** respond to one (1) module. Intent is to have at minimum 3 awards (1 per module).
 - i. The following categories are required to be completed by all and considered general questions:
 1. Company Profile
 2. National Program
 3. Sustainability
 4. Value Add
3. UC is seeking qualified candidates with the capability to provide services to all 10 UC campus locations at minimum, with potential capability to have national representation.
4. UC reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves UC best interest.

D. National Contract for UC Contracts

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded

cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents Exhibit A, B, F, and G. The UC, as the Principal Procurement Agency, has partnered with the OMNIA Partners (herein OMNIA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. OMNIA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated in **Exhibit A**.

Estimated Volume

The UC anticipates spending approximately \$8 million annually on as needed and full-service elevator, escalator, chairlift and platform lift, maintenance program. The overall dollar volume of supplies purchased under the contract is estimated to be \$80 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the UC, other government agencies that intend to utilize the resulting contract to be made available to them through OMNIA Partners, and volume growth into other agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

As outlined in Exhibit A, the awarded supplier(s) are required to pay an administrative fee.

E. General

All Suppliers are **required** to complete the following four (4) Questionnaire sections in the CalUSource solicitation tool in the RFP event. All Offeror(s) are required to complete the Questionnaire section outlined below and **ONLY** one (1) module.

1. **Questionnaire:**
 - a. Company Profile
 - b. Sustainability
 - c. National Program
 - d. Value Add

MODULE 1: Elevator Maintenance & Related Services - The evaluation of an elevator, escalator, chairlift and platform lift maintenance program shall be evaluated in terms of a Full-Service Maintenance to include a Preventative Maintenance Program. Offerors will be required to propose on a Full-Service Maintenance Program to encompass Preventative Maintenance.

The Offeror(s) responding to MODULE 1 **must complete** the three (3) Price Sheets in solicitation named: Hourly Rates by Campus Location, Monthly/Annual Rates, and Material Discount/Rate.

- **Elevator Modernization:**

- o Scope is defined as “Partial In-Kind Replacement” as outlined in Attachment D – Elevator Component Evaluation.
- o **Modernization Restrictions:**
 - No new construction
 - Components <50% of the replacement cost of the system
 - Purchase within the minor cap limit of \$750K.
 - UC Construction or Maintenance is defined in Attachment E – Maintenance or Construction.

MODULE 2: Non-Proprietary Controls Manufacture – Objective is to find qualified manufactures with the capability to supply non-proprietary controls to UC and also have capability to delivery products and provide support nationally.

The Offeror(s) responding to MODULE 2 **must complete** all questions in Module 2 Questionnaire.

MODULE 3: Conveyance Audit Services – Seeking a qualified firm to conduct varied types of Audits associated to conveyances.

The Offeror(s) responding to MODULE 3 **must complete** all questions in Module 3 Questionnaire.

Upon award each UC campus location will provide awardee(s) with detailed scope and services needed. Please note each UC campus location manages services differently. In some of the locations Elevator Maintenance Services is managed by in-house staff, while others contract all services out.

The information below will be used for evaluation purposes:

Full Service and Preventative Maintenance for Attachment A – Elevator Equipment List.

FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS

The intent of the Full Service Elevator, escalator, chairlift and platform lift, maintenance program is for the Contractor to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this RFP. The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP.

The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP, as listed.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

ELEVATORS:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.

- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.
- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly

condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

ESCALATORS:

- The Contractor shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

CHAIRLIFTS AND PLATFORM LIFTS:

- The Contractor shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- The Contractor shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- The Contractor shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- The Contractor shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - a. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - b. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - c. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.
- The Contractor shall inspect, and when conditions warrant, replace the following for the frame:
 - a. the four-wheel assemblies for tire condition and proper inflation
 - b. the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts, and any fluids used or removed by Contractor will be disposed or removed properly by Contractor.

- c. the steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.
- The Contractor shall inspect, and when conditions warrant, replace the following for the turntable:
 - a. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
 - b. pumps or control valves for low pressure under loads caused by wear
 - c. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
 - d. turntable drive and support bolts
 - e. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- The Contractor shall inspect, and when conditions warrant, replace the following electrical components:
 - a. engine filter
 - b. battery-fluid level
 - c. oil level
 - d. muffler and exhaust system for leaks or loose brackets
 - e. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - f. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - g. hoses and wires to look for leaks, wear or damage
 - h. doors and latches for lubrication and proper operation.
- The Contractor shall inspect, and when conditions warrant, replace the following accessories:
 - a. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - b. return filters for obstructions or leaks
 - c. LP gas tank, if appropriate, to ensure it is well anchored and all clamps and bolts are tight

- d. hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap
- e. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
- f. ground-control switches to ensure all operational labels and warning signs are legible.

GENERAL

- The Contractor shall not be responsible (unless directed by UC in which costs shall be incurred by the User Agency) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a RFP process. The successful Proposer may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this RFP, the full service maintenance contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- The Contractor shall be responsible for giving immediate notice to the designated Agency Representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- The Contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.

Examples of these are the following:

Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by General Services and the Agency Representative.

Any repairs that are not the Contractor's responsibility will be paid at the labor rates on the Proposal Form. All material required for the above mentioned repairs will be paid on either a time and material or not-to exceed basis as defined in the Offeror's proposal. The Contractor will be paid only for repairs actually required.

F. Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the agency designated representative for approval. This submission shall include neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the Contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Contractor shall provide as-built drawings of modifications.

G. Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.

Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated Agency Representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the Contractor shall notify the Agency Representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed (times below can be modified by individual UC or Participating Entity):

1. Major Repairs (include but not necessarily limited to the following);

- Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- Brake Coils and motor field coils – five (5) working days.
- Rewind motor or MG ser armature – eight (8) working days.
- Turn down and undercut machine commutator – three (3) working days.
- Governor repair – two (2) working days.
- Replace motor bearings- four (4) working days.

2. Minor Repairs (include but not necessarily limited to the following): Completion within twenty-four (24) hours

- Replace relay coils.
- Replace relays.
- Replays door interlocks.

- Replace door jibs.
- Door operator repairs.
- Repair selector drive tape.

**3. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

- Replace door operator motor.
- Replace selector drives motor.
- Replace brake linings.
- When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No. ____". A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated Agency Representative for necessary corrective action during the Contractor's routine visits.

H. Maintenance Service Records

The Contractor shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Contractor is to furnish an electronic report including check charts and log of arrival and departure times of the Contractor's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Contractor shall maintain an electronic log of all call back records. On a semi-annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

I. Maintenance Responsibility

The Contractor shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

General Services and the User Agency Representative reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the user Agency may terminate and employ a contractor to make the corrections at the original Offeror's expense.

During any contract year a company designated by the User Agency or his representative will perform maintenance and safety inspections. The maintenance contractor shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this contract. At the conclusion of this inspection, the user Agency Representative shall give the contractor written notice via an electronic document of any deficiencies found. The Contractor shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

J. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of **6:00am to 6:00pm, Monday through Friday**, UC or participant holidays excepted. Offeror shall submit with its response, and update annually, together with supporting documentation, a statement of the hourly rates paid to its technicians/mechanics for “normal hours” work, which term shall mean the hours stated. The Contractor shall also state what constitutes “time and one-half” as opposed to double time.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an electronic workman report to the site of the emergency within time proposed in ***Price Sheet – Hourly Rates by Campus Location*** for such service by telephone or otherwise from the Agency Representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Contract without additional charge, during normal hours. The Contractor shall provide names and telephone numbers of the persons to be contacted.

Should a callback occur during other than normal working hours necessitating the payment by this Contractor of premium or overtime wages, this Contractor shall be responsible for the basic hourly rate paid, but the agency will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

K. Reporting Requirements

The Contractor shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Agency Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man-hours expended and materials used.

L. Spare Parts

In addition to the minor spare parts specified, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned. The inventory shall include, but not necessarily be limited to the following:

- Lamps, minimum two each type.

- Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors.
- Transformers and rectifiers for each type and size used.
- Relays and switches, minimum one of each type.
- Controller and selector motor (when used), leveling switches, magnets and inductors.
- Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
- Door interlocks.
- Car door safety edges complete each type.
- Car door photoelectric safety device.
- Car door electric door detectors complete to include preamplifiers and power pack.
- Hang rollers for both car and hall doors.
- Limit switches and terminal stopping switches.
- Roller guides for car.
- Electronic tubes for each type and size used.
- Flexible guide shoe jibs.
- Torque wrenches and other small tools.

The Contractor shall provide at the building a spare parts metal storage cabinet and metal containers for storage of waste and other flammable materials.

M. Overtime

During the term of the Contract the Agency Representative may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of the UC. When this authority is granted, the Contractor shall pay employees their usual overtime-hour rate, and UC will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

N. Safety and Inspection

All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the Agency Representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of California. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the Contractor to

determine when these tests are due. After completion of the required safety tests, the Contractor must submit electronically a document to the Agency Representative indicating at least the following information. The document may be the Contractor's standard form or the ASME Standard Form:

- Type of test.
- Name of organization performing the test.
- Address of the facility being tested.
- Elevator, escalator, chairlift and platform lift identification number.
- Capacity.
- Speed.
- Type of Elevator, escalator, chairlift and platform lift.
- Type of Machine.
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
- Type, size and condition of governor type before and after test.
- Load at which safety was tested.
- Speed at which governor tripped.
- Length of marks on each guide rail made by safety laws.
- Number of turns remaining on drum.
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?
- Was oil level satisfactory after test?
- Indicate plunger compression return time.
- Indicate date test was made.
- Signature of individual performing tests.
- Any additional remarks that are applicable.
- Name of the State of California and/or UC representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and

failure to perform pretest examinations shall be considered negligence by the Contractor.

O. Firemen's Recall Service

The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly:

Phase 1 – EMERGENCY RECALL OPERATION:

Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.

Phase 2 – EMERGENCY IN CAR OPERATION:

Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.

CLEAR: to clear firemans' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

P. Drawing and Wiring Diagrams

The Contractor shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make available to the Contractor any and all such technical materials already at its disposal and all Offerors may examine it at any reasonable time before RFP opening upon making arrangements with the agency. Such examination by Offerors shall take place at the job site only. It is the Offeror's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the agency since the agency does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The Contractor shall be required to advise the agency of the need for any such materials and the Contractor shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the contract, covering each and all related equipment covered by such contract, all such technical materials shall faithfully represent the then current "as modified" condition of all UC's equipment which is covered by such contractor.

Any and all drawings and wiring diagrams furnished to the Contractor by UC or a non-UC agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of UC and shall be accessible to the Agency Representative at all times, and be turned over to them when requested. The user agency reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

Q. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum, but can be modified in writing by each UC Campus Location or Participating Entity, for all equipment. If specific equipment covered by this Contract requires additional

preventative maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to UC or participating agency.

Weekly

- Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- Observe brake operation and adjust or repair if required.
- Inspect and lubricate machinery, contacts, linkage and gearing.
- Clean and inspect brushes and commutator, perform needed repairs.
- Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
- Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- If rails are lubricated, check conditions and lubrication Service lubricators.
- Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.
- Remove litter, dust, oil, etc. from all machine room equipment.
- Clean trash from pit and empty drip pans.
- Check condition of car switchhandle, replace emergency release glass if required.
- Check governor and tape tension sheave lubrication.

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the Contractor. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the Contractor.

Monthly

- Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- Check door operation, clean, lubricate and adjust brakes, check linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
- Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.

- Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- Check oil level in car and counterweight oil buffers and add oil as required.
- Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
- Check and adjust:
 1. Car ventilation system.
 2. Car position indicators.
 3. Direction stations.
 4. Hall and car buttons.
 5. Hall lanterns.
 6. This car up signs.
- For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.
- For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff, safety during the ride, fundamental mechanical and electrical safety, fire safety and noise.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs, formal pre-season inspection, daily and periodic maintenance inspections, annual inspection, periodic major inspection of critical components, designer and manufacturer stipulated inspections, and ancillary equipment inspections.

For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

Quarterly

- Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.
- Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.
- In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

Semi-Annually

- Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- On tape drives, check hitches and broken tape switch.
- Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- Lubricate guide shoe stems.

- Check governor and tape tension sheave fastenings.
- For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
- Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

Annually

- Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
- Drain, flush and refill reservoirs on each hoisting motor and motor generator.
- Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.
- Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall provide to the satisfaction of the Agency Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the agency.

R. Scope of Services

To obtain qualified contractor(s) to perform elevator, escalator, chairlift and platform lift maintenance for UC facilities and participating agencies. The services will be primarily for, but not necessarily limited to, UC campus locations and any participating entities. Upon approval of the awarded elevator, escalator, chairlift and platform lift maintenance contract(s); other additional UC agencies may utilize services. References to University of California "UC" and its participating agencies as users under this proposal and specification and ensuing contract(s) encompasses and includes other users such as these entities.

The intent of this solicitation is to request proposals from contractors, qualify them and select those firm(s) with which to contract based on the evaluation criteria listed in this RFP. A maximum hourly rate and per unit rate(s) for each type of vertical transportation equipment will be established for the performance of the elevator, escalator, chairlift and platform lift in various facilities within UC. A list of all elevator equipment is attached on **Attachment A – Elevator Equipment List**.

The scope of this solicitation and resulting contract is to assist UC in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems. Also included is the corrective maintenance work of clean up and adjustments that are required on the equipment.

Emergency repair rates must be included in this proposal. Additionally, material and equipment must be identified with the percent markup on materials to be charged to

UC for such repairs. If emergency repairs or significant repairs are needed, UC alone has the option to accomplish such repairs under this contract. This work will either be performed on a time and materials or not-to-exceed bases at the proposal rates indicated herein.

S. Background

In the UC system we over 2100+ conveyances, increasing annually, with over 20 elevator service contracts. Each UC Campus has been responsible for its own elevator, escalator, chairlift and platform lift maintenance. Many UC locations either perform the day-to-day maintenance of their elevator, escalator, chairlift and platform lift systems or are utilizing local contracts for this often-complex maintenance process (along with repairs, if necessary). This contract shall serve the purpose of pre-qualifying contractors and also providing a preferred UC system-wide and national solution.

T. Inquiries

All inquiries concerning information herein shall be addressed in the CalUsource system. All inquiries will be posted and answered within the system for viewing purposes.

- CalUsource Public RFP Site: <https://smart.gep.com/publicRFx/ucal?oloc=215#/>
- CalUsource Online Supplier Resources: <http://calusource.net/for-suppliers/>

Proposals shall be approved by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

U. Contractor Web Conference (NON-MANDATORY)

Contractor Web Conference will be held to provide an opportunity for an overview of UC solicitation and requirements. In addition, we will be discussing the CalUsource platform being used for solicitation and functionality.

Participation is **NON-MANDATORY** via Zoom WEB Conference Call

Date: May 03, 2019

Time: 2:00PM PST

Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>

Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257

Link and number are available during time of Contractor Conference. If an Offeror is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion. Using link provided above allows the ability to listen and view presentation document. Dial In option is only audio.

V. Campus Walkthrough Schedule (NON-MANDATORY)

Selected locations of the University of California have provided an opportunity for Vendors to conduct a walkthrough of conveyances on site. All details can be found on **Attachment C – Campus Walkthrough Schedule**.

- Contractor Representatives:

- o At Maximum two (2) representatives per company to participate in walkthrough.
- Travel:
 - o Contractor will be responsible for any travel charges to attend UC campus walkthrough.
- Parking Pass:
 - o Sole responsibility of Contractor to obtain a parking pass at campus participating in the walkthrough.
 - o Please make sure to arrive early to purchase parking pass and also find parking.
- Conveyance Selection:
 - o A pre-selection of conveyances for walkthrough will be selected by each UC location.
 - o Depending on time available, interest of group, and proximity, other conveyances may be requested to view as referenced in **Attachment A – Elevator Equipment List.**
- Recommendations:
 - o Wear comfortable walking shoes.
 - o Contractors **shall not** reach out to locations in which are not listed on Attachment C – Campus Walkthrough Schedule.

W. Minimum (general) criteria to be determined “Responsive”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include but not limited to: Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made? Where questioned answered thorough?

X. Minimum (general) criteria to be determined “Responsible”

- Does the Offeror demonstrate an understanding of UC’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract UC seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

Y. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. UC reserves the right to adjust this timetable as required during the course of the RFP process.

Event

Date

RFP Issued	04/24/2019
Vendor Campus Walkthrough <i>Week 1 (Northern California)</i>	04/29/2019
Vendor Campus Walkthrough <i>Week 2 (Southern California)</i>	05/06/2019
Deadline for submittal of questions	05/27/2019
Contractor Web Conference	05/03/2019
Proposals Due	06/03/2019
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

Z. Employee Background Check

A background check is required for all employees providing any services to University of California. Any occurrence found during background check is to be provided to UC or participating agency for review prior to work commencement.

AA. Functional Requirements

Examination Of Existing Building And Contract Documents

1. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No plea of ignorance or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by UC as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all requirements of the documents governing the work. Contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such the Contractor having fully informed itself prior to responding to the RFP.
3. Any amendment issued during the time of the RFP shall be included in response and in closing a contract, will become a part thereof.
4. Any verbal information obtained from or statements made by a UC representative at the time of the site visit(s) or transmission of un-official documents shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued electronically to all contractors shall become part of the contract. UC will not be responsible for verbal instructions.

BB. Elevator List of Equipment

The equipment will be listed which will consist of the major components and parts of equipment to be serviced at the facility. The Contractor shall be responsible for any other components not specifically listed that are supplemental to and a part of the operation of the overall system for the facility. Prospective Contractors must personally verify all quantities of equipment listed at the time of RFP.

Please refer to **Attachment A – Elevator Equipment List** for full details of conveyances in the UC system.

Specific UC Campus locations have provided dates and times for a campus walkthrough.

CC. GENERAL REQUIREMENTS

- a. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the Offeror and included herein. The Contractor shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.
- b. It is mutually agreed and acknowledged that the Contractor has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The Contractor may include in their response a detailed explanation of work intended to be performed under this clause.
- c. UC or Participating entity will have the ability to conduct an audit, at maximum, once (1) per year.
 1. If any occurrences found, Contractor is solely responsible to make UC or Participating Entity whole and also pay for Audit fees, and any other fees associated to final check for corrections made.
 2. If no occurrences found, the UC or Participating entity will be responsible for Audit fees.
- d. All material and equipment furnished shall be new and in excellent working condition.
- e. Hard copy field, service or monthly reports will not be accepted by UC. The term "electronic" stated herein shall be defined as a USB, web-based program or hosting or e-mail. It is strongly advised that the Contractor establish an electronic/web-based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:

In lieu of "hard copy" field/service tickets, establish local monitoring units installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.

In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by UC via the Contractor's designated host website.

An electronic notification of reports being available to the user agency, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of contract hours spent. This report must be furnished or posted on the Contractor's host webpage on or before the invoice for payment is submitted to the User Agency. Payment will not be approved without the reports.

- f. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service; description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the User Agency within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.
- g. Monthly service tickets are to be included in the electronic report
- h. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- i. The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed, or the work subcontracted.
- j. No drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- k. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- l. Contractor's technicians/mechanics must undergo a background check. Contractor is to provide details of the background check conducted.
- m. INSPECTION – The quality of service shall be subject to inspection by UC at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, General Services acting on behalf of the user agency or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to UC for costs incurred on account thereof.
- n. STOP WORK ORDER – General Services reserves the right to stop the work covered by this proposal and the contract at any time, if it is deemed the successful Contractor is unable or incapable of performing the work to the satisfaction of General Services or the user agency. In the event of such cease to work, General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the successful Contractor shall be liable to UC for any such cost on account thereof.

- o. The user Agency Representative reserves the right to reject and bar from the facility any employee hired by the Contractor.

LABOR AND MATERIAL – Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

DD. Contractor Personnel Requirements

1. Experience Requirements

- i. Each Offeror shall have been actively and normally engaged, for at least the past ten (10) years in the maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- ii. The following experience is required for group supervisory control systems as included in this RFP.
 - 1. The Offeror shall have at least ten (10) years' experience with group supervisory control systems noted under each category; and must provide with its proposal a detailed statement of such experience. This should include the company of building(s) serviced, representative responsible for supervising the contract for such company or building.
 - 2. The Offeror shall have total responsibility for not less than ten (10) elevator, escalator, chairlift and platform lifts of the type proposed on, and has been maintaining them for a period of not less than five (5) years. Each Offeror shall list specific reference contract, showing company or agency, company representative in which such elevator, escalator, chairlift and platform lifts are being maintained.
 - 3. The Offeror shall show that he has available, under his direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this RFP. Subcontractors and/or vendors of the awarded will not be permitted.
- iii. Demonstrate that company personnel have maintained an organization, in continuous operation for at least the past ten (10) years that is capable of performing the work hereinafter described. This should include the following:
 - 1. That the Offeror shall use only skilled, competent, trained elevator, escalator, chairlift and platform lift personnel having a minimum experience of five (5) years in maintaining elevator, escalator, chairlift and platform lift systems similar to those in this RFP.

2. Each Offeror shall list the names of the employees that, if awarded, will be responsible for this contract, their function in the company, their title and number of years of service with the Offeror's firm. Offeror must also assign the following dedicated staff: Project Manager, Field Supervisor, Account Representative, Office Administrator.

2. Contractor Responsibilities - Service Facility Requirements

- i. The present address of the main operating facilities of the organization, location of the engineering department, and, if any, the location of the research development department.
- ii. Location of the facility and/or facilities that will serve this contract.
- iii. Each Offeror shall have a local facility to service UC. Include a listing of offices with address that will service each UC campus. Also, location of main offices nationally.
- iv. The Offerors' service facility shall be equipped with spare parts as herein after specified under "Spare Parts". All service vehicles/trucks must be equipped with an inventory of commonly used spare parts.
- v. List sources of major replacement parts such as worms and gears, commutator bars, field coils and gearless machines. Indicate which of the above listed parts are readily available at your own facilities.

Prospective Contractors are advised that UC's intent in having these requirements is to ensure that only qualified and reliable Contractors perform the work for the contract. UC recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated, above but may in fact meet the objectives and criteria intended in some other manner. However, the Contractor shall have the burden of demonstrating to UC's satisfaction that it can in fact perform the work. This shall be in the form of written statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower and ability to respond to UC to evaluate the Contractor's ability. All statements made must be able to be independently verifiable by UC.

Purchasing reserves the right to request any additional information pertaining to the Prospective Offeror's ability, qualifications and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

Note: Any Prospective Offeror failing to submit in whole or in part the above statement attesting to its qualifications, may result in a rejection of the proposal of that Prospective Offeror.

EE. Contractor Personnel Requirements

1. UC Departmental Responsibilities

- i. The agency shall assign a qualified professional to permit access to mechanical rooms, elevator, escalator, chairlift and platform lift equipment rooms (where applicable) and elevator shafts. This qualified professional shall also serve as the direct contact for those items as specified herein.

2. UC's Right to Inspect

- i. UC shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

3. Terms and Conditions of Contract

- i. A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract.

4. Instructions for Proposal

i. Compliance with the RFP

- 1. Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

ii. Acknowledgment of Insurance Requirements

- 1. By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, UC may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

iii. Delivery of Proposals

- 1. All proposals and documents are to be submitted using the CalUSource sourcing tool.

iv. Ambiguity, Conflict, or Other Errors in the RFP

- 1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the UC Procurement Services such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision (addendum) and will give written notice to all parties who have received this RFP from the UC Procurement Services.
- 2. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

v. Proposals and Presentation Costs

- 1. UC will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

vi. Rejection of Proposals

- 1. The Purchasing Agent reserves the right to accept or reject in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

vii. Acceptance of Proposals

- 1. The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent, or designee, reserves the right to request clarifications or corrections to proposals.

viii. Requests for Clarification of Proposals

1. Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Procurement Staff in writing (or email).

ix. Validity of Proposals

1. All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

x. Evaluation of Proposal

1. An Evaluation Committee shall be appointed, chaired by UC to evaluate each Proposal. At UC option, Supplier may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal. Proposals will be evaluated on the following criteria which are listed below: Evaluation Category (Points Available / Percentage Weight) Total points available is 20,000.
 - a. Company Profile (2909 / 15%)
 - b. Module 1/2/3 (5818 / 29%)
 - c. National Program (1000 / 5%)
 - d. Sustainability (2818 / 14%)
 - e. Value Add (2455 / 12%)
 - f. Cost (5000 / 25%)
2. Supplier can achieve more points than the minimum criteria by proposing additional services and/or differentiating themselves from other submittals. The Team will determine the Total Score for each category in a Bidder's Final Bid by aggregating categories in the table above, Scores will be rounded to the two (2) decimal place.

NOTE : SUPPLIERS ARE REQUIRED TO USE ATTACHED DOCUMENTS IN CALUSOURCE TO SUBMIT THEIR PRICING/DISCOUNT PROPOSAL.

Incorporated Document – Supplier's Responses

The Supplier's responses thereto submitted on or about June 17, 2019 ("RFP Response") is available upon request

Attachment B – UC Pricing Schedule

Not available

Attachment C – Volume Discount

Available upon request



VIEW GUIDELINE - UC SUSTAINABLE PRA... ▼



▼ BASI

Event Name
(000289-AP

Event Description
Solicitation
Partners. E

Type
Test for

Event Currency
USD

Event Value
USD 8,000,

Event Overview
RFP-Elevat

Category

Guideline Name
UC Sustainable Practices

Guideline Type
General Guidelines

Created By
Sara Kayser

Acknowledgment from Supplier
Before participating in event

Last Modified On
04/23/2019 2:34 PM

Recognizing the substantial impact that procurement decisions have on the environment, society, and the economy, the University of California will maximize its procurement of sustainable products and services, within the constraints of research needs and budgetary requirements and in compliance with all applicable rules, regulations and laws. The University values the health and well-being of its students, staff, faculty, visitors, and suppliers, and seeks to provide healthy and accessible conditions for the communities it serves. As such, impacts to health and wellbeing will be considered as fundamental factors when making procurement decisions. Where functional alternatives to harmful products or impacts exist, they are to be strongly preferred.

The University of California has a long history of acting as a leader in sustainability, including in environmentally and socially responsible procurement. In 2007, the University of California expanded its [UC Sustainable Practices Policy](#) to include environmentally preferable purchasing. Among other directives, these policies advise the UC to:

- Determine the appropriate sustainability requirements to be included in RFPs,

CLOSE CANCEL

Attachment Exhibits

UC RFP BID

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES will be evaluated on an individual contract basis Initials of Authorized Representative of offeror JS 5.6.19

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed ~~and accepted~~ and goods ~~accepted by Participating Agency~~ as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES JS 5.6.19 Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JS 5.6.19 Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Requirements for National Cooperative Contract

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OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES 5.6.19 Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES 5.6.19 Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES 5.6.19 Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES *JS* 5.6.19 Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES *JS* 5.6.19 Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES *JS* 5.6.19 Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES *JS* 5.6.19 Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES *mt* 5.6.19 Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES *Will be on a case by case basis* 5.6.19 Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES *mt* 5.6.19 Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES *mt* 5.6.19 Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES *mt* 5.6.19 Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES *mt* 5.6.19 Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: *mt* 5.6.19

Address, City, State, and Zip Code: 5500 VILLAGE BLVD, WEST PALM BEACH, FL 33407

Phone Number: 561 618 4777

Fax Number:

Printed Name and Title of Authorized Representative: LOUIS J. SURETTE - USG CONTRACTS COMPLIANCE OFFICER

Email Address: LOUIS.SURETTE@OTIS.COM

Signature of Authorized Representative:



Date: 5.6.19

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

 5.7.19

Signature of Procurement Agent

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Vendor Name:			
Address:			
City:		State:	Zip:

Signature *Louis J. Suratt* Printed Name LOUIS J. SURATT Title US6 CONTRACTS COMPLIANCE OFFICER

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]

Requirements for National Cooperative Contract
Page 33 of 44

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offoror: OTIS ELEVATOR COMPANY

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offoror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offoror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): LOUIS J. SURETTE
Title: USG CONTRACTS COMPLIANCE OFFICER

Signature: *Louis J. Surette*
Date: 5.7.19

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

** this is a publicly traded company 100% owned by united technologies corp.*
Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Jorge Castillo, an authorized representative of Otis Elevator Company, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
United Technologies Corporation (UTC) owns 100% of Otis Elevator Company. UTC is a publically traded corporation (Stock symbol: UTI).		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

5-9-19
Date

Jorge Castillo
Authorized Signature and Title

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____



ATTACHMENT 1

DATE: 5/29/2026, revised 7/23/2026

TO:

CUSTOMER NAME

City of Sunrise
10440 W Oakland Blvd.
Sunrise, FL 33351

FROM:

OTIS ELEVATOR COMPANY

9786 Premier Pkwy
Miramar, FL 33025
LANCE HERRSTROMER
lance.herrstromer@otis.com

EQUIPMENT LOCATION

Sunrise City Hall Garage
10770 W OAKLAND PARK BLVD
SUNRISE, FL 33351-6899

SUNRISE PUBLIC SAFETY BUILDING 10440
W OAKLAND PARK BLVD SUNRISE, FL
33351-6822

SUNRISE UTILITIES
777 SAWGRASS CORPORATE PKWY
SUNRISE, FL 33325-6256

SUNRISE CITY HALL
10770 W OAKLAND PARK BLVD
SUNRISE, FL 33351-6816

OTIS ADDENDUM

We propose the following modification to the Contract referred to above, to take effect as of: 8/12/2026.

Effective 8/12/2026, this agreement will become a part of the OMNIA Partners cooperative purchasing agreement for Elevators, Escalators, Lifts and Related Services. Reference number OMNIA Purchasing Agreement. #2019.001563.

The 2026 Standard Time technician rate is \$298.99/hour, subject to a 3.5% annual increase.

Price Increases - After the first twelve (12) months term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once each year, in writing, 30 days in advance of the contract anniversary date or the beginning of the calendar year (whichever is agreed-to in the contract). In each twelve (12) month period, the proposed price increase will not exceed 3.50% or IUEC, whichever is less, for any standard line item specified in the Final Pricing document. If the Supplier does not opt to request a price increase during a given year, that year's price change is noted as Zero (0), or as a forfeited option.

Building(s)	Unit numbers	2026 Monthly Maintenance Billing	2026 Monthly Otis One Pro Subscription Cost
Utilities, Public Safety Building, City Hall, City Hall GRG 1 & 2	U1P577, U1P578, 760173, 760174, 249302, 249303, 456399, U1P579, U1P580	\$3,123.40	\$140.00 (City Hall GRG 1 & 2)
City Hall GRG 3 & 4	U1P581, U1P582	\$980.00	\$ 140.00
Monthly Price		\$4,103.40	\$ 280.00
Quarterly Payment Frequency: Invoice amount		\$12,310.20	\$ 840.00

ATTACHMENT 2 CONTRACT SCOPE



Signature
Service

Signature

Contract



Signature
Service

ACCOUNT NAME & ADDRESS

Sunrise Public Safety Complex
10440 W Oakland Blvd.
Sunrise, FL 33351

CUSTOMER NAME & CONTACT INFO

Lorraine Vanella
lvanella@sunrisefl.gov

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



COMMUNICATION

Summary of the many ways for you to communicate with us and receive information from us



SAFETY & ENVIRONMENT

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$980.00 per month, payable annually in advance
Duration : five (5) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M: +1 (305) 710-1399

9786 Premier Pkwy
Miramar, FL 33025
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847



Otis Maintenance

10/27/2025, revised 7/23/2026

CUSTOMER NAME

Sunrise Public Safety Complex
10440 W Oakland Blvd.
Sunrise, FL 33351

OTIS ELEVATOR COMPANY

9786 Premier Pkwy
Miramar, FL 33025

PROJECT LOCATION

Sunrise City Hall
10770 W OAKLAND PARK BLVD
SUNRISE, FL 33351-6899

PROPOSAL NUMBER

QTE-002295455

Otis Elevator Company or "we" agree to furnish Otis Maintenance to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	Gearless Belted MRL	OTIS	CITY HALL GRG ELV 4 CITY HALL GRG ELV 3	U1P582, U1P581

CONTRACT PRICE

The contract gross price is nine hundred eighty dollars (\$980.00) per month, payable annually in advance. If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

TERM & RENEWAL

Refer to the TERM section of the COOPERATIVE AGREEMENT NO. 26-23-05-LV BETWEEN THE CITY OF SUNRISE AND OTIS ELEVATOR COMPANY

PAYMENT

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

INVOICE DELIVERY

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

AUTOPAY

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

PRICE ADJUSTMENT

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, you agree that the Contract Price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to increases to commodity, fuel, tariff, shipping or transportation, waste disposal, environmental requirements, cost of other materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency. The annual percentage increase of the Contract will not exceed 3.5%.

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

MAINTENANCE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

Replacing wire rope and coated steel belts, equalizing the tension on hoisting ropes, resocketing ropes for drum machines, or repairing or replacing conductor cables and hoistway and machine-room elevator wiring is excluded. No service other than that specifically stated as covered is included or intended.

PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

PARTS INVENTORY

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not

hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

We will use the OMMST[™] program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

SAFETY

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

FLORIDA INSPECTION SERVICE

Under Chapter 399, Florida Statutes, elevator owners are responsible for scheduling annual inspections by a Certified Elevator Inspector and are liable for penalties for failure to conduct required inspections. We will perform inspection service as follows:

Hire and schedule an independent Certified Elevator Inspector to inspect and witness the annual tests and five-year tests (if applicable) of all non-exempt vertical conveyances covered under this contract. Should State of Florida inspection requirements or the cost of the independent Certified Elevator Inspector services change, the price will be adjusted for that reason.

Beginning on the Effective Date, we will invoice you \$350.00 for traction annual tests, and an additional \$550.00 for five-year full load tests (if applicable) witnessing and inspection per elevator.

To waive this option and schedule inspections on your own please initial _____.

RE-INSPECTION POLICY

Customer will be responsible to pay any re-inspection fee(s) if violation(s) are found. The customer will be charged and additional \$150.00 per elevator.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such

testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

24 – HOUR DISPATCHING

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

Service requests outside of regular working hours will be billed at standard overtime rates.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture;

(vii) to continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix) to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason.

Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

QUALITY AUDITS

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

ACCESS

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

ENVIRONMENTAL PROTECTION

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

INSTRUCTIONS / WARNINGS

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

LOCK OUT / TAG OUT ("LOTO")

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel

who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

RESPONSIBILITY FOR THE UNITS

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

APPLICABLE CODE AND VIOLATIONS

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

THIRD PARTY INTERFACE

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

ELECTRICAL AND LIGHTING REQUIREMENTS

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

ACCIDENT

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

ENTRAPMENT

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional

first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

TELEPHONE

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

PRIVACY

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

PURCHASE ORDERS

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

MATERIAL BREACH BY CUSTOMER

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half

percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

TERMINATION FOR CUSTOMER'S BREACH

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

TRANSFER OF INTEREST IN PROPERTY

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

FORCE MAJEURE

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

LIMITATION ON DAMAGES

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

INDEMNITY

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

INSURANCE

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

THIRD PARTIES

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

CONFIDENTIALITY

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

ENTIRE CONTRACT

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or

is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

OUT OF SCOPE SERVICES

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

AMENDMENT

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.



SUBMITTED BY: Leonela Gonzalez
TITLE: Sr Associate, Business Development
E-MAIL: Leonela.Gonzalez@otis.com

Accepted in Duplicate

City of Sunrise

Otis Elevator Company

Date _____

Signed _____
Print Name _____
Title _____
Email _____

Date _____

Signed _____
Print Name _____
Title _____
Email _____

Company Name: City of Sunrise

Principal, Owner or Authorized
Representative of Principal or Owner

Agent : _____

BILL TO INFORMATION

Company Name : City of Sunrise
Address : 10770 West Oakland Park Boulevard
Address 2 : ATTN: Finance Department
City : Sunrise
State : FL
Zip Code : 33351

ACCOUNTS PAYABLE CONTACT

Name : City of Sunrise Accounts Payable
Phone : (954) 746-3222
Email : accountspayable@sunrisefl.gov

Email Address for Invoice Delivery:
accountspayable@sunrisefl.gov

Email Address for Statement Delivery
(if different from above):

TAX STATUS

Are you tax exempt? (Check one)

Yes	No
☒	☐

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No
☒	☒

If yes to above, please provide contact for PO renewal:

Name: Victoria Hernandez

Phone: (954) 572-2276

Email Address vhernandez@sunrisefl.gov

Purchase Order Expiration Date _____

Purchase Order Number _____

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)	☐	☐	☐

NON-CONTRACTUAL SERVICES

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

Yes	No
☒	☒

If providing a blanket PO, please provide PO# and value:

PO#	Value

WORK ORDER MANAGEMENT

Do you require enrollment in a workorder management system?

Yes	No
☐	☒

Please provide system name:

CERTIFICATE OF INSURANCE

Do you require a certificate of insurance?

Yes	No
X	

If yes to above, please provide the below for your certificate of insurance:

Certificate Holder Name:	City of Sunrise
Certificate Holder Address:	10770 West Oakland Park Boulevard, Sunrise, FL 33326
Email address for delivery of certificate: (If not provided, the certificate will be sent out via standard mail to the certificate holder address)	allpur@sunrise.fl.gov
Purchase Order Expiration Date	
Purchase Order Number	

Do you require upload of your certificate to a third party site?

Yes	No
	X

If yes, please provide site name:

ATTACHMENT 3 CITY HALL GARAGE ELEVATORS OTIS ONE PRO SUBSCRIPTION



Otis ONE™ Solution

CUSTOMER NAME

City of Sunrise

CUSTOMER ADDRESS

10440 W Oakland Blvd.
Sunrise, FL 33351

BUILDING NAME

Sunrise City Hall
10770 W OAKLAND PARK BLVD
SUNRISE, FL 33351-6899

Quote Number

QTE-002295455

Otis ONE™ RIDER TO OTIS MAINTENANCE CONTRACT

Otis will provide the digital services selected below ("DIGITAL SERVICES") in accordance with the terms and conditions of this rider ("RIDER"). This RIDER, including all exhibits and appendices hereto which are incorporated as a binding part of this RIDER, supplements the existing maintenance services currently provided by Otis to Sunrise Public Safety Complex on the subject equipment ("CUSTOMER EQUIPMENT") pursuant to the maintenance contract(s) ("MAINTENANCE CONTRACT"). In the event of a conflict, the terms of this RIDER shall govern any rights or obligations relating to DIGITAL SERVICES Otis provides to CUSTOMER.

SECTION 1 – PRODUCT OVERVIEW AND SCHEDULE OF EQUIPMENT

1.1 OTIS ONE™ PACKAGES

☒ Otis ONE™ Pro – \$70 / month /unit

Otis ONE™ Pro includes all the features of Otis ONE™ Plus in addition to voice, video and text-based communication services. Otis ONE™ Pro includes the communication system required to comply with IBC 3001.2-2018 and ASME A17.1-2019 codes for the hearing and speech impaired. eView™ is an infotainment service exclusive to Otis ONE™ Pro that enhances the passenger experience by providing news, weather, and sports content on the screen inside the elevator.

1.2 AUTHORIZED PERSONNEL STATION

An authorized personnel station allows authorized personnel to communicate with trapped passengers in elevators equipped with Otis ONE™ Plus with Voice or Otis ONE™ Pro. Authorized personnel can speak to passengers and when the elevator is equipped with Otis ONE™ Pro, view a live video feed from inside the elevator and communicate with passengers via text messaging.

☐ **Otis-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using an Otis provided tablet PC. If selected by customer, a supplemental proposal will be provided for the material and installation of the station.

☐ **Customer-Provided Authorized Personnel Station**

Required if customers want to monitor elevators themselves using their own computer hardware. Requires PC with speaker, microphone and Chrome browser. There is no additional cost for a customer-provided authorized personnel station.

1.3 SCHEDULE OF EQUIPMENT

OTIS proposes to install and enable IoT Services as defined above on the EQUIPMENT specified below subject to a final survey and approval by OTIS. If, in OTIS' judgment installation and enabling of IoT Services on the EQUIPMENT is not feasible, then OTIS may at its discretion terminate this RIDER immediately.

Quote Number	Machine Number	Customer Designation	Otis ONE™ Package
QTE-002295455	U1P581, U1P582	ELV 3 CITY HALL GRG, ELV 4 CITY HALL GRG	Pro
QTE-002295455	U1P579, U1P580	ELV 1 CITY HALL GRG, ELV 2 CITY HALL GRG	Pro

1.4 LOCATION OF THE EQUIPMENT

Address:

Sunrise City Hall, 10770 W OAKLAND PARK BLVD SUNRISE, FL 33351-6899

SECTION 2 – TERM, RENEWAL AND RIDER PRICE

2.1 TERM & RENEWAL

The Commencement Date of this RIDER shall be 8/12/2026 and the duration of the term shall be equal to the remainder of the term under the current applicable MAINTENANCE CONTRACT for the corresponding EQUIPMENT identified in Section 1.2. This RIDER shall automatically renew for a term equal to the renewal term of the corresponding MAINTENANCE CONTRACT for the subject EQUIPMENT. Customer may cancel the Otis ONE™ subscription at any time by providing OTIS with a 90-day written notice with the intent to cancel. The termination of this RIDER shall have no effect on the MAINTENANCE CONTRACT.

2.2 RIDER PRICE



The installation fee of \$2,000.00 has been waived for the Otis ONE™ packages selected in Section 1.1.

The subscription fee is \$280.00 per month for the Otis ONE™ packages selected in Section 1.1.

This subscription fee will increase if (i) Otis' out-of-pocket costs to provide the DIGITAL SERVICES increase or (ii) new functionality, features, and/or technologies are offered (other than as selected herein) and are selected by CUSTOMER. The contract value shall be adjusted annually on the Commencement Date in accordance with the increase in the cost of performance of the DIGITAL SERVICES.

Discounts of any type, if any, set forth in the underlying MAINTENANCE CONTRACT shall not apply to the price for the DIGITAL SERVICES set forth in this RIDER.

SECTION 3 – GENERAL TERMS AND CONDITIONS OF IOT SERVICE

3.1 DIGITAL EQUIPMENT

Otis may use and/or install any device and software necessary to provide the DIGITAL SERVICES (e.g., sensors, cameras, remote monitoring devices, communication devices) ("DIGITAL EQUIPMENT"). CUSTOMER grants Otis access to CUSTOMER's building(s) to install the DIGITAL EQUIPMENT and to use CUSTOMER's electricity for the DIGITAL EQUIPMENT.

The DIGITAL EQUIPMENT shall remain Otis's property, except for DIGITAL EQUIPMENT pre-installed on CUSTOMER EQUIPMENT or sold to CUSTOMER under a separate contract. CUSTOMER allows Otis to use all DIGITAL EQUIPMENT for providing the DIGITAL SERVICES. The DIGITAL EQUIPMENT shall only be used by authorized Otis personnel and exclusively in connection with the CUSTOMER EQUIPMENT on which it was originally installed. Conditioned upon CUSTOMER's compliance with the terms this RIDER, Otis grants to CUSTOMER a personal, nonexclusive, non-sublicensable, nontransferable, revocable license to the software resident in the DIGITAL EQUIPMENT for use in relation to the provision of the DIGITAL SERVICES by Otis. CUSTOMER will keep the software resident in the DIGITAL EQUIPMENT in confidence as a trade secret of Otis and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer such software.

When this RIDER ends, Otis may, at its sole discretion, disable and/or remove, either remotely or via onsite visit, any DIGITAL EQUIPMENT owned by Otis. CUSTOMER shall provide Otis with access to CUSTOMER's building(s) in order to facilitate the foregoing.

3.2 SCOPE OF WORK

Otis' subscription service obligations hereunder do not include the provision of any work related to the DIGITAL EQUIPMENT (and its parts), including, but not limited to, repair or replacement due to normal wear and tear or due to any cause beyond Otis' control (e.g., vandalism, abuse, misuse, neglect, force majeure events, obsolescence of parts and/or software, accidents not



caused by Otis). In its sole discretion, Otis may provide software updates, patches or bug fixes, and may use new or refurbished components of comparable quality.

3.3 EVALUATE REMOTELY AND ONSITE

CUSTOMER shall grant Otis remote and onsite access to its building(s) in order to evaluate the CUSTOMER EQUIPMENT, provide solutions and updates, gather data, and make changes to system configurations and hardware. If diagnostics indicate a need for onsite service or other corrective actions, the terms of the MAINTENANCE CONTRACT are exclusively applicable to the provision of such onsite service. CUSTOMER shall provide all reasonable assistance to Otis necessary to:

- a) prevent or mitigate any cyber security threats or any unauthorized use of CUSTOMER EQUIPMENT or DIGITAL EQUIPMENT, and
- b) follow Otis' required instructions or comply with any applicable regulatory provisions.

3.4 DATA OWNERSHIP

Otis has no ownership of CUSTOMER DATA but shall have a limited license to use such CUSTOMER DATA in connection with the performance of its obligations under this RIDER.

"CUSTOMER DATA": personal information and/or application usage data combined with personal information that Otis receives from CUSTOMER or its end users, has access to, or otherwise processes for or on behalf of CUSTOMER in connection with this RIDER.

The following data shall remain the property of Otis: all data (i) related to and generated by the CUSTOMER EQUIPMENT and DIGITAL EQUIPMENT, (ii) generated by Otis remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from CUSTOMER Data that cannot reasonably be manipulated to identify any individual.

SECTION 4 – LIABILITY, DATA PRIVACY & SECURITY & DATA OWNERSHIP

4.1 OTIS' LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, NEITHER PARTY, NOR ANY OF ITS PARENT COMPANY, SUBSIDIARIES, OR AFFILIATES, SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Otis only warrants that it has good title to the DIGITAL EQUIPMENT. OTHER THAN THE PRECEDING SENTENCE, OTIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE DIGITAL EQUIPMENT.

NOTWITHSTANDING ANYTHING ELSE IN THIS RIDER, AND TO THE EXTENT PERMITTED BY LAW, OTIS' TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS RIDER SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO OTIS IN THE LAST TWELVE (12) MONTHS UNDER THIS RIDER.

4.2 DATA PRIVACY & SECURITY

The DIGITAL EQUIPMENT and/or DIGITAL SERVICES provided under this RIDER may result in the collection of personal identifiable information. When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for providing the DIGITAL SERVICES and for no other purposes.

SECTION 5 – TERMINATION

OTIS SHALL BE ENTITLED TO TERMINATE THIS RIDER IF ANY OF THE FOLLOWING EVENTS OCCUR:

- a)** In Otis' judgment, installation, operation, and enabling of DIGITAL EQUIPMENT on CUSTOMER EQUIPMENT is not feasible;
- b)** Without Otis' consent, any work upon the DIGITAL EQUIPMENT is undertaken by anyone other than Otis;
- c)** CUSTOMER refuses or fails to carry out work or replacement falling outside the scope of this RIDER and/or the MAINTENANCE CONTRACT, within a reasonable period of time after written notice from Otis that such work or replacement is necessary for providing the DIGITAL SERVICES;
- d)** CUSTOMER fails to pay any monies due under this RIDER and/or the applicable MAINTENANCE CONTRACT within thirty (30) days of their becoming due; or
- e)** CUSTOMER breaches any material part of this RIDER, provided that such termination shall be effective ten (10) days following the date of written notice thereof to CUSTOMER, if CUSTOMER has not fully cured the cause and purged the effect of such breach within said ten (10) day period.

Neither party shall be held liable if it fails to comply with this RIDER due to a cause that is beyond its reasonable control and that could not reasonably be foreseen when this RIDER was signed. The following events are a non-exclusive list of such causes: national or local government directives, regulatory documents, new or amended laws or regulations, wars, pandemics, strikes, terrorism, cybercrime, riots, natural disasters, and unavailability of telecommunication and information systems. The affected party may terminate this RIDER by giving 30 days prior written notice to the other party.

In the event of termination under Section 3, Otis shall be entitled to collect from CUSTOMER, Otis' attorney fees, investigative fees and costs to recover the DIGITAL EQUIPMENT, where applicable.





Accepted in Duplicate

City of Sunrise	Otis Elevator Company
-----------------	-----------------------

Date	_____	Date	_____
Signed	_____	Signed	_____
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Email	_____	Email	_____

Company Name: City of Sunrise

Principal, Owner or Authorized Representative of
Principal or Owner

Agent : _____

Please provide the names and email addresses of those who require access to the Otis ONE™ Customer Dashboard

Name	Email Address	Phone Number
Mark Pacotti	mpacitti@sunrisefl.gov	(954) 888-6016
Lorraine Vanella	lvarella@sunrisefl.gov	(954) 572-2320
Steve Joseph	sjoseph@sunrisefl.gov	(954) 888-6018

ATTACHMENT 4

0000049 12/27/24



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012674093C-9	02/28/2025	02/28/2030	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF SUNRISE
10770 W OAKLAND PARK BLVD
SUNRISE FL 33351-6816

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.