

**Purchase Order**



Direct all inquires regarding this order to: (304) 696-2727

Marshall University  
Office of Purchasing  
One John Marshall Drive  
Huntington WV, 25755-4100

**Purchase Order #**  
MU22\_CC\_ELEV

TO:

Vendor Code:  
135583389

Ship to:

Marshall University Rec Dept  
201 21st Street  
Huntington, WV 25703

THIS ORDER IS SUBJECT TO  
THE GENERAL TERMS AND  
CONDITIONS AS SET FORTH  
HEREIN

Otis Elevator Company  
4768 Chimney Drive  
Charleston, WV 25302

Room #

WVFIMS Account #:

FEIN: 13-5583389

PH: 864-533-0261

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
03/01/22	22	MW			NET 30	MU22_CC_ELEV

**CONTRACT ACCEPTANCE OF A COOPERATIVE CONTRACT**

On behalf of the Governing Board, the Marshall University Office of Purchasing has determined it is in the best interest of the University to piggyback off a competitively bid contract between OMNIA Partners Cooperative and Otis Elevator.

The University's open-end contract with Otis Elevator Company is to provide elevator repair and services, via the attached participating Addendum (name of addendum), and incorporated attachments (list all attachments) all incorporated herein by reference and made a part thereof.

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_,  
West Virginia Attorney General

By: \_\_\_\_\_ n/a \_\_\_\_\_

Chief Counsel

**OMNIA Partners Cooperative Agreement for Elevator Repair and Service**

Effective Dates of Contract: 03/01/2022 - 09/30/2024

THIS ORDER IS EXEMPT FROM ALL SALES TAX  
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount
1.				
2.				
3.				
4.				

Total: Open-End

Mail Original Invoice and 1 Copy to:  
Marshall University Accounts Payable  
One John Marshall Drive Huntington,  
WV 25755-4500

*Angela White Neg* 4/28/22  
Authorized Signature Date

# OTIS

Made to move you

DATE: 03/25/2022

**TO:**

**Marshall University**  
One John Marshall Dr  
Attn Accounting  
Huntington, WV 25755

**FROM:**

**Otis Elevator Company**  
4768 Chimney Drive  
Charleston, WV 25302

**EQUIPMENT LOCATION:**

MARSHALL UNIVERSITY  
Jazz Center - Third Ave  
Huntington, WV 25703

Elli O'Quinn

Phone: (704) 790-9451

**CONTRACT NUMBER:** NBH05026A

**CONTRACT DATE:** 03/01/2022

We propose the following modification to the Contract referred to above, to take effect as of: date of PO award.

**OMNIA AGREEMENT**

Marshall University contracts NBH05026A, NBH05026B, NBH05026C, NBH05026D, NBH05026E, NBH05026F, NBH05026H, NBH05026I (also known as MU22-CC-ELEV) will be added to the Omnia Agreement 2019.001563.

All terms and conditions from contracts listed above apply.

**DISCOUNT**

OMNIA Discount: 2% off monthly contract price.

**TERM**

The term of this contract will be from March 1, 2022 through September 30, 2024 with 5 - 1 year renewal options after the initial term, per Marshall Universities terms and conditions.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

If this change results in the price adjustment date and billing frequency not aligning, the price adjustment date will be changed to ensure continued alignment with the billing frequency not earlier than the current price adjustment date.

To set up automatic payments, please visit <https://otis.payinvoicedirect.com>.

Submitted by: Elli O'Quinn  
Title: Regional Sales Manager  
E-mail: Elli.Oquinn@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date:

4/14/22

Signed:

*Michelle Wheeler*

**Otis Elevator Company**

Approved by Authorized Representative

Date:

4/14/22

Signed:

*[Signature]*

CONTRACT ADDENDUM

Print Name:

Michelle Wheeler

Print Name:

Anna Provencher

Title

Associate Director

Title

Regional General Manager

E-mail:

wheelersha@marshall.edu

Name of Company

Marshall University

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**CONTRACT ADDENDUM**

Academic and Administrative Bldgs. Forensic Science Bldg. - Huntington								
Item#	Elevator	Building	Brand	Type	Original Monthly	Discount Monthly	Original Yearly	Discount Yearly
#1-1	D91076	BioMed	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-2	D91077	Biotechnology Building BIO MED1	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-3	D91078	Biotechnology Building BIO MED2	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-4	D91079	Biotechnology Building BIO MED3	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-5	C30392	East Hall #1	Colton	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-6	C30390	Corbly Hall East Elv 2	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-7	C30391	Corbly Hall East Elv 1	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-8	D08118	Drinko DMC 1	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-9	D08119	Drinko DMC 2	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-10	D08120	Drinko DMC FRT	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-11	C07373	Fine Arts	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-12	C07374	Fine Arts	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-13	C30381	Harris Hall	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-14	F15520	Harris Hall 2	Armor	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-15	C30382	Jenkins Hall	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-16	D26035	Jomie Jazz Center	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-17		Morrow Lib.	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-18	C30373	Morrow Lib. East	Inclinator	Wheel Chair	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-19	D30374	Morrow Lib. OLD LIB. West	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-20	D18292	Old Main HYDRO	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-21	C30384	Prichard Hall Hydro	Otis	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-22	C30385	Prichard Hall Traction	Colton	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-23		REDC	Westinghouse	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-24	C07371	Science Hall East	Plunger Lift	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-25	C07372	Science Hall West	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-26	C46263	Smith Hall RH NEW S.	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-27	C46264	Smith Hall MID NEW	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-28	C46265	Smith Hall LH NEW	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-29	C30389	Smith Hall Music Old Music Hall	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-30	C30388	Smith Hall Music	Houghton	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-31	C30395	Sorrell Maintenance Lift 1 Maint Bldg.	Plunger Lift	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#1-32	616657	Visual Arts 2	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-33	615656	Visual Arts 1	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-34		Weisberg Engineering	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-35		Weisberg Engineering	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-36		Weisberg Engineering	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-37	F55835	Welcome Center	Otis	Gen 2	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#1-38	U1A247	Old Main	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
<b>Athletics</b>			Otis	Traction	\$343.00	\$336.14	\$4,116.00	\$4,033.68
#2-1	C07368	Stadium	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#2-2	C07369	Stadium	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86



MU22\_CC\_ELEV - Elevator Service and Repair Cooperative Elevator List

Marshall University

#2-3	Stadium	Thyssen-Krupp	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#2-4	C07370 Facilities Bldg.	Dover	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#2-5	901156 Henderson Center	Otis	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#2-6	D91D76 Chris Cline Athletic Complex (Indoor Practice Facility)	Otis		\$98.00	\$96.04	\$1,176.00	\$1,152.48
<b>Forensics</b>							
#3-1	D90117 Forensic Science Bldg FORENSIC 1	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#3-2	243981 Forensic Science Bldg FORENSIC 2	Otis	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
<b>Housing And Residence Life (HRL) -Huntington</b>							
#4-1	C30379 Buskirk Hall West	Otis	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#4-2	C30380 Buskirk Hall East	Otis	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#4-3	206818 Holderby Hall East	Otis	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#4-4	206819 Holderby Hall West	Otis	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#4-5	205416 Holderby Hall Café	Otis	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#4-6	207004 Twin Towers EAST 1	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-7	207005 Twin Towers EAST 2	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-8	207006 Twin Towers EAST 3	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-9	207007 Twin Towers West 1	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-10	207008 Twin Towers West 2	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-11	207009 Twin Towers West 3	Otis	Cable	\$274.40	\$268.91	\$3,292.80	\$3,226.94
#4-12	F21188 Wellman Hall	Schindler	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#4-13	F21190 Gibson Hall	Schindler	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#4-14	F21191 Haymaker Hall	Schindler	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#4-15	F21192 Willis Hall	Schindler	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#4-16	Buskirk WheelChair Lift Added			Quote			
#4-17	654647 The Landing	Otis	Traction	\$343.00	\$336.14	\$4,116.00	\$4,033.68
<b>Aux Services- Huntington</b>							
#5-1	D17469 Memorial Student Center FRT.	White	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#5-2	C30360 Memorial Student Center Rec. Room	White	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#5-3	C30361 Memorial Student Center Bookstore	White	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#5-4	C30359 Memorial Student Center Kitchen	Pflow Industries	Lift	\$98.00	\$96.04	\$1,176.00	\$1,152.48
<b>School of Medicine -Spring Valley</b>							
#6-1	C45770 Medical Education Bldg 1543	Murphy	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#6-2	C45771 Medical Education Bldg 1542	Murphy	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
<b>MU School of Medicine -Huntington</b>							
#7-1	D08121 MUMC Duplex 1	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#7-2	D08123 MUMC Duplex 2	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#7-3	D08124 MUMC Single Front 1	Thyssen-Krupp	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#7-4	D08125 MUMC FRT	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#7-5	D26627 MUMC T50	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#7-6	D26645 BCC Clinical 1	Dover	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#7-7	D26646 BCC Clinical 2	Dover/Thyssen-Krupp	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#7-8	D26793 BCC Clinical FRT	Thyssen-Krupp	Cable	\$192.08	\$188.24	\$2,304.96	\$2,258.86
#7-9	Douglass Center	Schindler	Hydraulic	\$98.00	\$96.04	\$1,176.00	\$1,152.48
#7-11	654648 School of Pharmacy	Otis	Traction	\$343.00	\$336.14	\$4,116.00	\$4,033.68

#7-12	UG411	15th Street Parking Garage		Otis		Traction						
#7-13	UG412	15th Street Parking Garage		Otis		Traction		\$732.00	\$717.36	\$8,784.00	\$8,608.32	
#7-14	29903	SOM Erma Byrd Clinical Educational Building Room 1025		Garaventa Genesis Lift		Handicap Screw/Lift						
Public Safety												
#8-1	D78213	Parking Garage 3rd Ave East						\$98.00	\$96.04	\$4,200.00	\$4,116.00	
#8-2	D78216	Parking Garage 3rd Ave West		Thyssen-Krupp		Hydraulic						
#8-3	F44264	Parking Garage 6th Ave. #1						\$98.00	\$96.04	\$4,200.00	\$4,116.00	
#8-4	F44552	Parking Garage 6th Ave. #2		Thyssen-Krupp		Hydraulic						



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.



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:

<b>Name</b>	Reynaldo Cano-Boza
<b>Title</b>	Sr. Commodity Manager
<b>Phone</b>	(510) 987-9893
<b>Email</b>	<a href="mailto:Reynaldo.Cano-Boza@ucop.edu">Reynaldo.Cano-Boza@ucop.edu</a>
<b>Address</b>	7835 Trade Street, Suite 100 San Diego, CA 92121

To Supplier:

<b>Name</b>	Tom Salzberg
<b>Title</b>	Sr. Regional Sales Manager
<b>Phone</b>	415-638-2023
<b>Email</b>	<a href="mailto:Tom.salzberg@otis.com">Tom.salzberg@otis.com</a>
<b>Address</b>	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



**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**

C61AF0F2384C40B...

(Signature)

Justin Sullivan Director, Strategic Sourcing

(Printed Name, Title)

10/11/2019

(Date)

OTIS ELEVATOR COMPANY

(Signature)

Ted Gorman, Director Strategic Accounts

(Printed Name, Title)

10/1/2019

(Date)



## Attachment A – Statement of Work

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



## Products and Pricing Terms

Pricing Tiers: Pricing Tiers for Elevators/Escalators (Units) shall vary according to total volume of Elevators purchased per calendar year by Participating Members according to the following:

### Maintenance Discounts:

Elevators not currently covered by Seller’s Maintenance: (and not currently under agreement with Otis/OMNIA/City of Nashville agreement).

For Elevators and Escalators in facilities not currently covered by a Seller maintenance agreement with a Participating Member the following quantity discounts will be offered based off the total number of elevators serviced under this Agreement:

### National Agreement Discounts

<b>Volume Tiers Total # of Units Services By Seller Under the agreement</b>	<b>Percent Discount off Seller’s Standard Quoted Price</b>
<b>Tier 1</b>	<b>1000-2000 units = 2%</b>
<b>Tier 2</b>	<b>2001-4000 units = 3%</b>
<b>Tier 3</b>	<b>4001-6000 units = 4%</b>
<b>Tier 4</b>	<b>6001-8000 units = 5%</b>
<b>Tier 5</b>	<b>8001 -10,000 units = 6%</b>
<b>Tier 6</b>	<b>10,001+ = 7%</b>

\*The total number of units is calculated by adding the number of existing Participating Member units (UC/OMNIA) then being serviced by Seller for Participating Members and the new Participating Member units under this agreement. The total number of units will be re-calculated for each 12-month period of the Agreement on the anniversary date of the agreement.

\*Please note: if units and contracts from current OTIS/OMNIA/City of Nashville transfers units/contracts to new agreement with Otis/UC/OMNIA, these units and contracts will not be

included as part of any volume discount numbers. Volume discounts will only be for new Otis/UC/OMNIA customers being added to the Master Agreement.

Volume Discounts will need to be provided to the portfolio as a whole and not only to the UC, so that Otis is not eroding the margin revenue for our California teams but to provide overall incentives to all participating entities by growing the entire portfolio nationwide.

**Free Web Based Trainings:** Otis will offer free local and national trainings in a variety of subjects including (introduction to Otis for newly acquired properties, E-Service, elevator safety and code changes. If there are specific areas that UC feels its properties need additional trainings, Otis will customize training materials and organize additional web-based sessions. Where appropriate, Otis can also provide on-site trainings.

**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

## Table of Contents

A.	Purpose .....	4
B.	Objective .....	4
C.	Intent .....	5
D.	National Contract for UC Contracts .....	5
E.	General .....	6
F.	Equipment, Wiring and Circuit Changes .....	12
G.	Maintenance Service .....	13
H.	Maintenance Service Records .....	14
I.	Maintenance Responsibility.....	14
J.	Work Hours .....	15
K.	Reporting Requirements .....	15
L.	Spare Parts .....	15
M.	Overtime .....	16
N.	Safety and Inspection.....	16
O.	Firemen's Recall Service .....	18
P.	Drawing and Wiring Diagrams.....	18
Q.	Items of Preventative Maintenance Work .....	18
R.	Scope of Services.....	22
S.	Background.....	23
T.	Inquiries .....	23
U.	Contractor Web Conference (NON-MANDATORY) .....	23
V.	Campus Walkthrough Schedule (NON-MANDATORY).....	23
W.	Minimum (general) criteria to be determined " <i>Responsive</i> " .....	24
X.	Minimum (general) criteria to be determined " <i>Responsible</i> " .....	24
Y.	Projected Timetable.....	24
Z.	Employee Background Check .....	25
AA.	Functional Requirements .....	25
BB.	Elevator List of Equipment.....	25
CC.	GENERAL REQUIREMENTS .....	26
DD.	Contractor Personnel Requirements .....	28
EE.	Contractor Personnel Requirements .....	29

### 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:**

- Scope is defined as "Partial In-Kind Replacement" as outlined in Attachment D – Elevator Component Evaluation.
- **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, commutators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contacts, 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 an 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 repelace 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 commentators.
- 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:

- At Maximum two (2) representatives per company to participate in walkthrough.
- Travel:
  - Contractor will be responsible for any travel charges to attend UC campus walkthrough.
- Parking Pass:
  - Sole responsibility of Contractor to obtain a parking pass at campus participating in the walkthrough.
  - Please make sure to arrive early to purchase parking pass and also find parking.
- Conveyance Selection:
  - A pre-selection of conveyances for walkthrough will be selected by each UC location.
  - 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:
  - Wear comfortable walking shoes.
  - 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

<b>RFP Issued</b>	<b>04/24/2019</b>
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
<b>Proposals Due</b>	<b>06/03/2019</b>
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 conveyences 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 reponse 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.**

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

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

PRODUCER: MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103
INSURED: OTIS WORLDWIDE CORPORATION OTIS ELEVATOR COMPANY ONE CARRIER PLACE FARMINGTON, CT 06032
CONTACT NAME, PHONE, FAX, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: NYC-010519661-04 REVISION NUMBER: 0

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate only applies to Marshall University, Huntington, West Virginia.
contract number: NBH-5012

CERTIFICATE HOLDER: Marshall University, One John Marshall Drive, Huntington, WV 25755
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Marsh USA Inc.

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): *Marshall University*  
Vendor: *OTIS Elevator*  
Contract/Lease Number ("Contract"): *OMNIA Partners - MU22\_CC\_ELEV*  
Commodity/Service: *Elevator Repair and Services*

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Marshall University  
By: Michelle Wheeler  
Printed Name: Michelle Wheeler  
Title: Associate Director of Purchasing  
Date: 04/26/2022

Vendor: Otis Elevator Company  
By: [Signature]  
Printed Name: Anna Provencher  
Title: Regional General Manager  
Date: 4/26/22





**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](http://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/fwf-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/fwf-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/fwf-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 Exhibits**

## **UC RFP BID**





ELEVATOR SERVICES, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND MODERNIZATION  
Executive Summary

**Lead Agency:** University of California

**Solicitation:** #000289-APR2018

**RFP Issued:** April 24, 2019

**Pre-Proposal Date:** May 3, 2019

**Response Due Date:** June 3, 2019

**Proposals Received:** 8

**Awarded to:** Otis Elevator Company

The University of California Office of the President issued RFP #000289-APR2018 on April 24, 2019, to establish a national cooperative contract for Elevator Services, Repair, Maintenance, Inspection/Testing, Parts, and Modernization.

The solicitation included cooperative purchasing language in Sections D:

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.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUsource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On June 3, 2019 proposals were received from the following offerors:

- Van Deusen & Associates, Inc.
- Kone Inc.
- Otis Elevator Company
- Smartrise Engineering
- Liftech Elevator Services, Inc.
- Amtech
- Lerch Bates
- National Elevator Inspection Service

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, Lerch Bates, Smartrise Engineering and National Elevator Inspection Service. The University of California completed negotiations and made successful contract awards with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, and Lerch Bates.

The University of California, OMNIA Partners, Public Sector and Otis Elevator Company successfully negotiated a contract, and the University of California executed the agreement with a contract (#2019001563) effective date of October 1, 2019.

Contract includes:

- Otis Maintenance Management Systems (OMMS)
- Otisline – 24x7 call center
- Remote Elevator Monitoring (REM)
- National Engineering Resources
- Modernization of existing elevators
- e-Service
- Comprehensive Parts Inventory
- Training for national account customers
- Additional services including; Account Assessment, Communication and Coordination with Local Otis Offices, Specialized Reporting, Problem Resolution and Capital Spending Planning and Review

Term:

Initial five (5) year agreement from October 1, 2019 through September 30, 2024 with the option to renew for five (5) additional one (1) year periods through September 30, 2029.

Pricing/Discount:

See pricing files  
Pricing matrix by state  
Volume tier discounts

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/otis>

# Elevators and Escalators, Maintenance, Repair, Modernization and Value- Added Solutions

## The University of California

UC Procurement is the strategic sourcing business partner supporting academic and research missions across University of California campuses, labs and medical centers. UC Procurement helps coordinate activities that allow a complex and unique system to operate efficiently as one university, furthering its public interest, academic and research missions. They help oversee and manage programs serving the entire university system so campuses can capture the savings and efficiencies of centralized operations.

UC Procurement collaborated with 10 UC campuses, the California State University (23 state universities), and The Foundation for Community Colleges (114 California community colleges) and The Association of Independent California Colleges and Universities (representing 79 private, non-profit colleges and universities) in awarding this agreement.

## Who is OTIS?

Otis Elevator Company is the world's largest manufacturer of people moving products, including elevators, escalators and moving walkways. OTIS continues to lead the industry we created more than 160 years ago. We owe our success to our pioneering spirit, a culture of innovation, the trust our customer put in us and the values that define us.

OTIS is the only Global Elevator company that is based in North America, with our World Headquarters located in Farmington, CT. Due to our strong Global presence, we are able to ensure consistent quality, safety and service. We offer products and services in 200 countries and territories. With our wide range of products and services, we're able to meet the diverse needs of the most demanding customers and passengers. Our global presence also enables us to offer the highest levels of personalized service, delivered by 31,000 expert mechanics worldwide.

# OTIS

## University of California Award:

Government agencies and educational institutions nationwide can now purchase elevator, escalator, lifts maintenance, repair and related services from OTIS through a new agreement awarded by the University of California. This competitively solicited and publicly awarded cooperative contract is made available nationwide through OMNIA Partners, Public Sector.

### Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services:

Contract #2019001563

Initial five (5) year agreement from October 1, 2019 through September 30, 2024 with the option to renew for five (5) additional one (1) year periods through September 30, 2029.

- National offering of full and partial maintenance services for Elevators, Escalators, Chairlifts/Platform Lifts, Modernization, Repair and New Equipment Installations.
- Complimentary onsite surveys of equipment
- 1-year warranty after the completion of installation for all Modernizations and New Equipment
- Customer servicing options, capital planning, Modernization and New Equipment proposals
- Custom pricing per the customer's specific requirements
- Service work that is outside of standard scope will have capped labor/mechanic rates
  - o Price adjustments have an annual cap
- Greater overall value, free web based training, specialized account assessments, enhanced communication and coordination with local OTIS offices as well as specialized reporting



### Contact OTIS

Melody Rogers, Sr. Manager, Strategic Account Executive  
Melody.Rogers@Otis.com  
(561) 402-1922

**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***

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**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

## Table of Contents

A.	Purpose .....	4
B.	Objective .....	4
C.	Intent .....	5
D.	National Contract for UC Contracts .....	5
E.	General .....	6
F.	Equipment, Wiring and Circuit Changes .....	12
G.	Maintenance Service .....	13
H.	Maintenance Service Records .....	14
I.	Maintenance Responsibility .....	14
J.	Work Hours .....	15
K.	Reporting Requirements .....	15
L.	Spare Parts .....	15
M.	Overtime .....	16
N.	Safety and Inspection .....	16
O.	Firemen's Recall Service .....	18
P.	Drawing and Wiring Diagrams .....	18
Q.	Items of Preventative Maintenance Work .....	18
R.	Scope of Services .....	22
S.	Background .....	23
T.	Inquiries .....	23
U.	Contractor Web Conference (NON-MANDATORY) .....	23
V.	Campus Walkthrough Schedule (NON-MANDATORY) .....	23
W.	Minimum (general) criteria to be determined " <i>Responsive</i> " .....	24
X.	Minimum (general) criteria to be determined " <i>Responsible</i> " .....	24
Y.	Projected Timetable .....	24
Z.	Employee Background Check .....	25
AA.	Functional Requirements .....	25
BB.	Elevator List of Equipment .....	25
CC.	GENERAL REQUIREMENTS .....	26
DD.	Contractor Personnel Requirements .....	28
EE.	Contractor Personnel Requirements .....	29

### 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:**

- Scope is defined as "Partial In-Kind Replacement" as outlined in Attachment D – Elevator Component Evaluation.
- **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, commutators 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 an 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 commentators.
- 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:

- At Maximum two (2) representatives per company to participate in walkthrough.
- Travel:
  - Contractor will be responsible for any travel charges to attend UC campus walkthrough.
- Parking Pass:
  - Sole responsibility of Contractor to obtain a parking pass at campus participating in the walkthrough.
  - Please make sure to arrive early to purchase parking pass and also find parking.
- Conveyance Selection:
  - A pre-selection of conveyances for walkthrough will be selected by each UC location.
  - 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:
  - Wear comfortable walking shoes.
  - 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**

<b>RFP Issued</b>	<b>04/24/2019</b>
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
<b>Proposals Due</b>	<b>06/03/2019</b>
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 reponse 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 occurances 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 occurances 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 CalUsourcing 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...



Guideline Name  
**UC Sustainable Practices**

▼ BASI

Guideline Type  
**General Guidelines**

Acknowledgment from Supplier  
**Before participating in event**

Created By  
**Sara Kayser**

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

Event Description  
**Solicitation Partners, E**

Type  
Test for

Event Currency  
**USD**

Event Value  
**USD 8,000,**

Event Overview  
**RFP-Elevat**

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

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 ENGINEER CONTRACT BASIS Initials of Authorized Representative of offeror MS 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~~ 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 MS 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 MS 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





**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           *MS* 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           *MS* 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           *MS* 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           *MS* 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           JTB          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 JTB           Initials of Authorized Representative of offeror  
          5-6-19          

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

Participating Agency and its contractors must comply with section 8002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 8002 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           JTB          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           JTB          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           JTB          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           JTB          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:           JTB          5-6-19



**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
<u>United Technologies Corporation (UTC) owns 100% of Otis Elevator Company. UTC is a publicly traded corporation (stock symbol: UTX)</u>		

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

  
 Authorized Signature and Title

Address, City, State, and Zip Code: 5500 VILLAGE BLVD, WEST PALM BEACH, FL 33407  
Phone Number: 561 618 4227 Fax Number: \_\_\_\_\_  
Printed Name and Title of Authorized Representative: Louis J. Swartz - USA CONTRACTS COMPLIANCE OFFICER  
Email Address: LOUIS.SWARTZ@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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM  
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.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


 \_\_\_\_\_  
 Signature

Louis J. SUROTTE  
 Printed Name

USB CONTRACTS COMPLIANCE  
 OFFICER  
 \_\_\_\_\_  
 Title

**Part II – Contribution Disclosure**

**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.**

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



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

Quote Number: \_\_\_\_\_

Bidder/Offeror: 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/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Offeror 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)

## Questions and Answers from RFP BID

### **Company Profile:**

#### *Brief history and description of Supplier*

Otis Elevator Company is the largest elevator company in the manufacture and service of elevators, escalators, moving walks and other horizontal transportation systems globally. In North America, we employ over 9,000 people and operate in over 160 branch offices and 350 North American cities and towns. We service over 250,000 elevators and escalators in the United States. While global in size, Otis performs with the spirit of a local service company. Our size allows us to invest more in technology, training, and competitive intelligence than anyone else in our industry. These investments allow Otis to leverage national and global capabilities and deliver the highest quality maintenance with consistency across every office.

OTIS has significant recurring revenue from long term maintenance contracts and \$12.9 Billion in Sales in 2018. Founded nearly 166 years ago, Otis has a history of global leadership with products and services offered in nearly every country in the world. With more than 2.5 million elevators under maintenance, OTIS has the largest aftermarket service portfolio of any elevator manufacturer. Recent investments include digitally-enabled field service capabilities, positioning Otis for continued growth.

OTIS continues to lead the industry. We owe our success to our pioneering spirit, a culture of innovation, the trust our customers put in us and the values that define us. We put people at the center of everything we do. We are reliable, smart and focused on the future. We are creating a more personal, connected world. We deliver the personalized experiences people expect in today's fast paced world by constantly pushing the limits of technology. We thrive on the toughest challenges. And by going beyond what people expect, we earn their trust and improve their lives.

#### *Total number and location of sales persons employed by Supplier.*

Approximately 425-450 local Sales Reps in North America and 9 National Sales Reps. Otis has Sales Reps in every major branch office (in every major city) in the USA. Otis North America has roughly 120 Greater Branch offices and close to 200 Branch locations total between office and warehouse space.

#### *Number and location of support centers (if applicable) and location of corporate office.*

Otis North America Corporate HQ: 1339 Pasteur Blvd. Palm Beach Gardens, FL 33418

Otis World Headquarters Corporate HQ: 1 Carrier Place Farmington, CT 06032

Otis Service Center (OSC) : 212 W. Newberry Rd. Bloomfield, CT 06002

Otis US Manufacturing: 1500 Otis Way, Florence SC 29501

*Annual sales for the three previous fiscal years.*

Q3 2018: \$3,223 Million

Q4 2018: \$3,300 Million

Q1 2019: \$3,096 Million

*Submit FEIN and Dunn & Bradstreet report.*

Duns Number: 001-534-676

FEIN Number: 13-5583389

These numbers provide access to OTIS information since Otis is a publicly traded company.

*Describe how supplier differentiates itself from its competitors*

Otis Elevator's focus and resources are dedicated to exceeding your expectations related to: Increased equipment reliability, reduced callbacks, minimal down-time, reduced lead times for parts for procurement and service/repair, minimized unplanned repairs, stringent safety standards, ensured quality control, parts reliability, fewer service interruptions, improved performance, enhanced ride comfort, increased guest satisfaction and peace of mind. Our products and services differentiate us from our competition such as OMMS, REM and E-Service. E-Service gives customers immediate online access to their elevator peak performance information, giving them peace of mind 24 hours a day, 7 days a week. Through E Service, customers can also place service calls and check the status of their elevator call, without ever picking up the phone. Otis maintenance customers now have easier access to their elevators' performance history, more choices on how to use that information, and a number of other benefits. Remote Elevator Monitoring (REM) is yet another productivity enhancement produced through technology. Through a separate microprocessor and on-board modem, REM monitors vital functions of the elevator including all control functions, oil level and oil temperature. Since many inspections, particularly on hydraulic elevators, are made to check these items, the installation of the REM system allows Otis to increase the time intervals between maintenance examinations. REM also pinpoints the trouble, resulting in a decrease in trouble-shooting time, reduction of repeat calls and increased performance. We now have over 35,000 elevators in our maintenance base benefitting from REM. OMMS (Otis Maintenance Management System) is our computer driven task and usage based scheduling system. Route mechanics receive their maintenance assignments of procedures and inspections through their web-enabled cellular phones. The system organizes and prioritizes these tasks based not only on usage of the equipment, but also geographically to reduce driving time and increase the time the mechanic actually spends working on the equipment. This increase in mechanic productivity allows us to add more elevators to a mechanic's route, thereby reducing the maintenance cost per elevator.

*Describe any present or past litigation, bankruptcy or reorganization involving supplier.*

Otis has been in operation for over 150 years and is currently the world's leading manufacturer of elevators, escalators and moving walkways. Because of its size, Otis is involved in litigation and administrative proceedings as Plaintiff, Defendant, or non-Party. Similarly, Otis is a creditor on a number of bankruptcies. However, Otis has not in the past, and is not presently, a debtor under any bankruptcy proceeding. No material litigation or administrative claim will have an adverse impact on the company's operations nor will it impair the company's ability to perform if awarded a contract for this project.

*Felony Conviction Notice: Indicate if the supplier*

- 1. is a publicly held corporation and this reporting requirement is not applicable;*
- 2. is not owned or operated by anyone who has been convicted of a felony; or*
- 3. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions*

Is a publicly held corporation and this reporting requirement is not applicable

*Describe the full line of products and services offered by supplier*

For a full list of Otis products and services, please visit our website <https://www.otis.com/en/us/>

Otis carries a wide range of products and services. We install and maintain high-rise, mid-rise and low rise elevators, escalators and moving walkways. Otis modernizes high-rise, gearless, geared and hydraulic elevators. In addition, Otis offers features such as aesthetic enhancements, an improved passenger experience and improved passenger efficiency with OTIS destination dispatch. We service elevators and escalators of various brands nationwide as well as globally and are supported by OtisRole Engineers who are experts in supporting foreign equipment brands. We also offer various levels of service to meet the needs of our valued customers (Full Service including major and minor parts replacements, Partial Service including minor parts replacement only and a more minimal service to make recommendations to customers on needed upgrades and repairs.) Supporting various service levels also allow our customers to weigh the services that best support their goals and financial situations.

*Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*

All parts are procured, shipped and distributed through the Otis Service Center (OSC) in Bloomfield, Connecticut. Please see attached PDF for detailed information

*Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, DVBE or other?*

No.

*Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent?*

Yes

*Please provide an information link. If not publicly available, please provide a copy with your response*

At OTIS, we create and develop the best solutions to keep people safe and moving, based on the principles that guide us and define us as Group. The capacities and commitment of our human capital are what drives our Company's success and we reach our greatest potential when working as a team.

Our Corporate Social Responsibility policy includes OTIS's principles and commitments, with the participation and involvement of the Company and its employees. This policy concentrates on the main spheres of action: Safety, Health, Environment, Ethics, Accessibility and Innovation and of course, places priority on Social Action. <https://utc.com/en/Social-Impact/investing-in-our-communities>

*How do you monitor/manage your supply chain to ensure that suppliers/providers comply with and support your CSR efforts?*

Otis has internal and standard practices and procedures in place to ensure suppliers and providers are compliant with Otis rules, regulations and compliance efforts.

*Describe how your company supports its employees by providing living wages and benefits. Describe your employee healthcare and other benefits provided to your employees*

UTC/OTIS abides by all applicable living wage requirements and employment laws. UTC/Otis meets all required healthcare requirements and benefits for salaried employees across the USA and Globally.

*Does your company engage only contractors/business partners which adhere to all applicable local, state and federal labor and employment requirements, relating to wage and hour, wage payment, anti-discrimination/harassment, equal opportunity, family and medical leave, and other applicable provisions? Please explain.*

Yes. Otis is an equal opportunity employer in all of the above categories. Otis has anti-discrimination and harassment policies in place that have been and always will be strictly enforced. Otis provides family and medical leave to all employees who are in need and eligible. Otis mechanics are hired through the IUEC (International Union of Elevator Contractors) and as such, are required to adhere to all local, state, federal labor and employment requirements.

*Does your company invest financially in the local community of the office(s) from which primary operational functions are carried out, and do so at the rate of at least 1% or more of the net income calculated annually in accordance with generally accepted accounting principles? [The financial investment shall be in the community where any of your services are provided or where your operational facilities are located.*

Yes

*Please provide whether this was through human resource, monetary, in-kind product, or other method*

Human Resources Globally and Nationwide

*Does your company quantify the impacts of its local community investments?*

Yes

*What is the amount invested in the prior 12 months?*

UTC has invested 200 million in our local communities within the past 5 years.

*Does your company maintain clear diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? Please provide at least two examples.*

Yes. Otis is involved in the Paradigm for Parity initiative, which commits to gender parity at every level of the organization. The elevator industry tends to attract more men than women, so Otis began this initiative to ensure that by 2025, we have an equal and diverse workforce. We also have the Moving Women Forward initiative. Currently, the Field Operations work force in the Elevator industry only makes up approximately 9% of women field operations professionals and only 3% of Field Operations Managers, so this FORWARD movement was created to ensure the importance of diversity and mentorship and also as a support arena for women who are interested in becoming field operations professionals. Our Otis Worldwide President, July Marks, is a firm believer in hiring veterans and makes many initiatives to ensure Veterans are a part of Otis' diverse workforce. She believes veterans have important leadership skills with a strong global perspective. As previously noted above, Otis is very big on development of minorities, and as a part of the Paridigm for Parity movement, Otis ensures advancement opportunities are equally given to women throughout our work force.

*What percentage of products and services for your company's operation do small and diverse suppliers provide?*

0-5%

*Please describe detail your current background check process for hired staff and new hires? Background check is REQUIRED for any staff providing services to the University of California.*

As you may know Otis is required to comply with drug screening and background checks to the extent applicable by law and the current collective bargaining agreement with the IUEC. For all Otis Salaried employees, employment is contingent on successfully passing the drug screen and background check. Field hourly employees are represented by the IUEC and have separate requirements. Field employees are required to successfully pass a drug screen upon entering the union, and upon starting work with Otis Elevator. Background checks are not allowed per the Union agreement, unless a mechanic voluntarily agrees to one. Once hired, Companies may drug test a Union employee under certain circumstances to ensure job site safety, per the Union agreement. However, if a Customer requests drug testing or background checks we may only request volunteers.

Please be advised that Otis has implemented its own extensive drug and alcohol testing policy for all of its employees regardless of their work location. This company-wide policy was implemented to ensure a safe and healthy work environment for our employees, customers, and the general public. We believe that the Otis policy addresses any concerns you might have while ensuring consistency in the enforcement of our company's commitment to a drug and alcohol free workplace.

As noted above, the application of Otis' policy complies with our collective bargaining agreement with the International Union of Elevator Constructors. I have copied an excerpt from the IUEC NEBA agreement regarding Drug Screening below for your review. Let us assure you, however, that any employee working at your job site(s) who receives a positive alcohol or drug test result will be immediately removed from the jobsite and dealt with in accordance with our internal policies and procedures. Please see attached document for further information on specifics.

## **SUSTAINABILITY**

*What is the highest level in your organization with accountability for sustainability that is specified in performance objectives, mission, goals or pay?*

UTC Chief Executive Officer (CEO) has managerial oversight for UTC's sustainability program, which is managed on a day-to-day basis by UTC's Executive Vice President for Environment, Health and Safety and Sustainability. Our CEO reviews and approves the company's five year sustainability goals and targets, and attainment of each annual goal is included in the CEO's annual compensation formula. At the business unit level (Pratt & Whitney, Carrier, Otis, Collins Aerospace), business unit presidents maintain a comparable responsibility for the business unit's participation in the UTC sustainability program, including the attainment of business unit sustainability goals and targets. Attainment of annual business unit goals and targets is included in the business unit president annual compensation formula.

*Is your company a green certified business?*

No.

*Does your company plan on becoming a green certified business and if so, by when?*

Neither UTC nor any of its business units are green certified. We do not plans to obtain this cert.

*Describe in detail how your company will assist the University in making our elevators more energy efficient, and how these benefits will be reported to the UC*

Everyday, Otis is improving our elevator systems and manufacturing new elevators to support such green initiatives. "The Way to Green" Otis program encompasses design, manufacturing, production and end-of-life recycling which significantly enhances the company's commitment to the environment. The Otis Gen-2 elevator system reduces energy consumption up to 75% compared to conventional systems. LED illumination is now standard on Gen-2 systems with an automatic switch-off mode that makes lighting, up to 80% more efficient than conventional options. In addition, ReGen drives on the company's escalators reduce energy consumption by up to 60%. An automatic lubrication system reduces annual oil usage up to 98% versus

conventional systems. Otis also has a system called CompassPlus Destination Dispatching which removes elevators from service when traffic is light.

*Does your company's fleet, heavy-or-light duty vehicles, on-site generation and/or operational equipment use the following?*

Hybrid and Electric

*Describe your company's ability to reduce impacts from travel and meetings as part of service delivery.*

Otis has local branch offices in every major city and many local sub-offices in minor cities and towns throughout the USA. Because of this, Otis is able to support individual site locations with a strong local presence in terms of account management, sales and field support. Most local branch offices are within 10 or 15 miles from every major city customer. This close proximity allows for reduction of travel to and from meetings for the local Otis branch staff. Our route mechanics also have maintenance routes closest to where they call home, which significantly reduces travel impacts as a part of service delivery.

*Is your company an EPA registered SmartWay Partner or Affiliate (<https://www.epa.gov/smartway/meet-smartway-partners-and-affiliates>), or do you work with companies who are registered?*

No.

*Does your company provide subsidized public transportation options for all employees, as well as incentivize and facilitate employee participation in other alternative forms of work commuting such as membership in bike-shares, free bicycle parking and shower/locker facilities?*

No.

Does your company measure its carbon footprint?

Yes

*Is your company's carbon footprint publicly disclosed? Insert link or attach PDF here.*

We disclose GHG emissions/climate change risk/opportunity info to the CDP. Received A- rating 2017

Does your company have a public commitment to reducing either absolute emissions and/or carbon intensity?

Yes, we currently have a public commitment.

*Does your company mandate and document according to a publicly-recognized energy reduction program (e.g. ISO, EnergyStar)?*

Yes

*Please name the publicly-recognized energy reduction program (e.g. ISO, EnergyStar) to which your company mandates and documents.*

UTC's annual GHG reductions are mostly obtained through the identification and completion of energy efficiency and reduction projects at our 350 manufacturing sites. We do not mandate site participation



with any publically recognized energy reduction program, but at a corporate participant with the US Department of Energy Better Plant Programs.

*Does your company purchase green alternatives to electricity?*

No

*What percentage of your company's owned and operated facilities are certified to the LEED green building rating system? Describe how you determined this percentage.*

6%. # of LEED certified factories divided by # of factories we own. We have 10 LEED cert office bldgs.

*Does your company have a mandated and documented waste-management program?*

Yes

*Please list key components.*

Please see below response for comprehensive answer

*Explain how your company handles and/or disposes of waste products such as old replaced parts, oils, grease, oily rags, etc.*

UTC has an extensive waste management and recycling program across the corporation. The program is founded by our written environmental management system document, which specifies that waste management will be a central component of the company's environmental stewardship program. UTC standard practice SP 011 is a written waste management requirements document that specifies the identification and quarterly reporting of 35 specific waste streams (metals, acids, alkalis, water based coolants etc) along with the use of ten waste management best practices that define the processes to be used to minimize the ten largest waste streams generated by UTC worldwide. Two waste management goals are included in our current 2020 sustainability goals: a 2% annual reduction in the amount of hazardous waste generated at each site and a 90% total waste recycling requirement. Our sites dispose of waste products using only qualified waste management and recycling vendors, and uses the EPA waste management hierarchy (eliminate, reuse, recycle, treat, dispose) to govern our waste treatment vendor selection.

*Explain in detail how your company determines whether to use refurbished and/or new parts*

If a component is still being manufactured by the original equipment manufacturer, Otis will typically use new parts, since they are easily attainable and are usually more reliable than refurbished components. If a component is obsolete, is no longer manufactured by the original equipment manufacturer and is extremely old equipment (20+ years), Otis will likely use refurbished components as new components would be extremely difficult to obtain. If a component is obsolete, is no longer manufactured by the original equipment manufacturer and new components can be obtained, Otis will work with the customer to come up with the best option for their facility and location.

*Does your company responsibly dispose of IT hardware and equipment at the end of its useful life through a certified recycling partner?*

Yes

*Describe disposal methods and provide R2 or e-Steward certificate of your downstream recycling partner(s).*

Please see attachment – Disposal Methods and R2 E Steward doc

*Please describe your participation in any eco- or environmentally-friendly labeling programs for the products or services you are providing the UC*

For our Gearless (Gen-2) and Geared Elevator Systems (G2S), we do use Environmental Product Declaration (EPD) for environmentally-friendly labeling programs. This declaration is in accordance with ISO 14025. EPD's rely on a Life Cycle Assessment (LCA) to provide information on a number of environmental impacts of products over their lifecycle.

*Describe your company's ability to meet the following criteria with regards to hydraulic fluid, if desired by a campus:*

*The contractor must provide services to take back and re-refine used biobased hydraulic oil.*

*Products must be certified by Ecologo CCD-068 (Industrial Lubricants- Vegetable Based) and be listed in the USDA BioPreferred Catalog (<http://www.biopREFERRED.gov/BioPreferred/faces/catalog/Catalog.xhtml>).*

*Hydraulic fluid must be readily biodegradable and non-hazardous ISO 40 grade hydraulic tractor oil for use in general purpose hydraulic systems. This oil must be a direct replacement for petroleum oil based hydraulic tractor fluids. Oil must meet or exceed the requirements of petroleum oil based hydraulic fluids and have excellent anti-wear characteristics. Hydraulic system must be factory filled with bio-degradable hydraulic oil. Oil certifications must be provided at delivery. Hydraulic tank must also be clearly marked with decal stating it contains bio-degradable oil.*

- 1. Products supplied need to be rated as Commercial and/or Industrial Grade.*
- 2. All products shall be American Petroleum Institute certified.*
- 3. Products must meet the performance and warranty requirements of the manufacturers listed in the specifications*

Yes, Otis has the ability to supply vegetable based oil as long as the elevator equipment is upgraded and flushed out to accept a vegetable based product. If the equipment is currently running on biodegradable oil, replacement oil will be of the same like and type. All of our Hydraulic oils are Commercial/Industrial Grade and meet the requirements of hydraulic oil for use in general purpose hydraulic systems.

*Has your company conducted a Lifecycle assessment (LCA) for any parts in your maintenance service portfolio?*

Yes

Please describe and attach if available

*A lifecycle analysis is required as part of the Environmental Product Declaration (EPD).*

See attached OTIS Gen 2 LCA Background Report

*This questions pertains to how your company complies with, or partners with suppliers who comply with, the Packaging Requirements outlined in the UC Sustainable Practices Policy Section V. G. 6 - 8 (<https://policy.ucop.edu/doc/3100155>).*

*The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below. Please indicate which criteria your company's packaging for parts delivered to the UC meets. Additional preference will be given for (b), re-usable packaging that is collected and re-used by supplier.*

Yes, uses bulk packaging. Yes, uses reusable packaging. (eg totes reused by delivery service for next delivery) Yes, uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product. Yes, maximizes recycled content and/or meets or exceeds the minimum post consumer content level for packaging in the UUS Environmental Protection Agency Comprehensive Procurement Guidelines. Yes, uses locally recyclable or certified compostable materials.

*Describe what type of packaging materials your company uses for parts delivered to the UC*

Recyclable wooden crates

*The UC has a ban on all expanded plastic foam packaging materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane, and expanded plastic foam hybrids) other than those used for medical or laboratory supply, by 2020. Please describe your company's current utilization of each foam material used in packaging that will be delivered to the UC, and how your company will assist the University in achieving this goal by 2020*

Otis does not utilize foam packaging and we will make sure to always help UC to achieve your long term sustainability goals.

## **NATIONAL PROGRAM**

**STATES COVERED:** *Indicate any and all states where products and services can be offered ? (Answer "ALL 50 STATES" if you are capable to provide product and services to all 50 states. If not, then list those applicable states.)*

All 50 States Capabilities

**STATES COVERED:** *Indicate any and all Territories & Outlying Areas where products and services can be offered ? (Answer "ALL" if you are capable to provide product and services to all Outlying Areas. If not, then select those applicable locations.)*

ALL, American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Marina Islands, Puerto Rico, US Virgin Islands

*Describe your company's ability to create and maintain a dedicated GPO page on your company's website, as well as any other capabilities your company may have of promoting the contract online.*

Due to company policy, Otis World Wide does not allow customer information to be displayed on our websites. OTIS has a dedicated web page on the OMNIA Partners website and OTIS is working with OMNIA Partners to update our webpage with the most pertinent and up to date information. Otis will continue to work with OMNIA Marketing to ensure the most attractive features are always being displayed, including our strong presence with Public Universities nationwide that are currently under our OMNIA umbrella.

**NATIONAL CONTRACT** - *Please define if your company is unable to propose a national program due to conflicts with legal obligations or coverage area. Indicate so and propose a regional or direct solution. UC will evaluate responses in their entirety and determine award based on the most advantageous.*

Yes, we are interested in a National Contract and have no conflict or legal obligations.

**MARKETING AND SALES** - *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*

1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
2. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Please see attached 90 day award plan

*Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

See OMNIA Transition Plan, Current Public University Contracts and Positioning

*Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Yes, acknowledged

*Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- 1. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- 2. Best government pricing*
- 3. No cost to participate*
- 4. Non-exclusive*

It is confirmed that Otis Elevator will be proactive in direct sales of supplier goods and services to public agencies nationwide and timely follow up to leads established by OMNIA partners. Otis also agrees to your Sales initiatives stated below. Your OMNIA Partners/Otis Strategic Account Executive is the lead National Contact for OTIS with our Federal Government contracts as well, so when Government entities are looking to participate in this National agreement, we will use already established practices/models and will follow all Government rules and regulations for how Otis handles compliance within our Federal Government agreements. Please also take note that Otis has gained a cadence with OMNIA partners as one of our preferred/lead clients and we have partnered with OMNIA to ensure continued dedication and growth within the portfolio. We have 24 Public Universities on portfolio with OMNIA Partners today and were recently awarded the entire Oregon State University campus with OMNIA partners in May of 2019

*Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*

- 1. Key features of Master Agreement*
- 2. Working knowledge of the solicitation process*
- 3. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- 4. Knowledge of benefits of the use of cooperative contracts*

Yes, it is confirmed that Otis will train our national sales force on the master agreement. As a National Sales Manager with Otis, and owner of our current agreement with OMNIA partners, we are responsible for educating all local branches and customers on our existing agreements and we work with all of our offices across the USA to help negotiate contracts that will be part of new or existing master agreements. To date, we work with the local offices daily on adding units to the existing OMNIA agreement and we will continue to do the same with the awarded UC agreement. Our most recent OMNIA win on May 2nd, was the entire elevator portfolio at Oregon State University. Part of our jobs, in National Sales for Otis and our agreement with OMNIA Partners is to ensure our branches understand how a cooperative agreement works, and what types of business fall under this for OMNIA Partners

Provide the name, title, email and phone number for the person(s), who will be responsible for:

1.
  1. Executive Support
  2. Marketing
  3. Sales
  4. Sales Support
  5. Financial Reporting
  6. Accounts Payable
  7. Contracts

See attached PDF for contact information

*Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

Please see attached organizational chart showing our 2019 National Accounts Team in Otis Americas. Each Strategic Account Executive is responsible to manage specific verticals and has assigned accounts within their areas of expertise, of which they also serve as the primary point of contact. Strategic Account Verticals are as follows: Federal Government, Retail, Industrial, Commercial, Residential, Healthcare and Hospitality. Melody Rogers handles OTIS' Federal Government, Retail and Industrial customers and is your assigned Strategic Account Executive for OMNIA Partners and serves as the primary point of contact under our current master agreement with OMNIA Partners today. Ted Gorman is our Director of Strategic Accounts. His contact information is: 407-468-7655 and his email address is [Ted.Gorman@Otis.Com](mailto:Ted.Gorman@Otis.Com)

*Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

See attached PDF – Implement, Grow and Service the National Program

*Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.*

Please see attached document, Management of National Program

*State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

2018 OMNIA Partners/OTIS Sales: \$6,914,462.84 – also see attachment, Top 10 OMNIA customers.

*Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions*

Otis utilizes multiple work order systems today for our large national customer base. In order for Otis to properly utilize various work order systems for UC, Otis will need to understand which work order systems are being utilized in which locations as well as a thorough knowledge transfer of information so that Otis can ensure our staff is trained sufficiently to properly implement and utilize such systems. Please note, as also indicated in our clarifications, work order systems in the majority are specific to our national customers and are not Otis' standard method of billing. Therefore Otis will need to implement an upcharge for each site location utilizing specific work order system requirements. For those locations using standard billing and foregoing work order systems, there will not be an upcharge implemented.

*Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.*

- 1. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- 2. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- 3. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- 4. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal*

Otis commits to similar and alike pricing, however when a Public Agency utilizes a prescriptive specification on their own document, Otis will need to have the ability to price each project accordingly. When lower pricing is available Otis will offer but end user must agree to follow

similar and alike contract requirements as set forth in the master agreement and vertical transportation equipment needs to match or be identical to equipment serviced in the Master Agreement to receive equivalent pricing. Otis will work with each customer to provide lowest available pricing based on individual contract requirements and corresponding vertical transportation needs.

## **VALUE ADD**

If you could build an ideal program to support the UC and Participating Entities, What would that look like? What elements would it include? How would the pricing model compare to what you have proposed?

**See attached PDF Document – Building an Ideal Program**

*In addition to your proposal, is there additional incentives provided to organizations or companies that meet targeted annual sales?*

*If **NO**, then simply answer "**N/A**" in section below.*

*If **YES**, then please outline model or structure that would allow members to achieve those targeted goals and clearly define benefits.*

*Example:*

- 1. Additional material discount of X% at >\$X organization sales.*
- 2. Free Certified Training for UC or Participating Entities.*
- 3. Any other similar or relevant examples associated to response and Module selected.*

*Yes - Growth Volume Discounts, Rebates and Capital Spending Incentives as well as free - web based trainings. Please see attachment for specifics – "Additional Services"*

Please include any additional products and/or related services that you think will enhance and/or add value to this contract for participating agencies. *(Response should not conflict with primary Module proposed or others called out in this solicitation)*

Otis Elevator Company is the world's largest company in the manufacture and service of elevators, escalators, moving walks and other horizontal transportation systems. In addition to being the largest elevator company worldwide, Otis Elevator Company is the only major



elevator/escalator manufacturer based in the United States with our largest factory based in Florence, South Carolina. Otis has extensive relationships with Public Universities nationwide (with OMNIA Partners) as well as a strong customer base with State, County, Local Governments and Non-Profit organizations. In addition, Otis has a strong background with OMNIA Partners. We have maintained over 2000+ elevators under our current OMNIA Partners agreement with National IPA since 2011 and have continuously trended in a positive direction with growth over the years. On another positive note, Otis current maintains over 350+ elevators on UC campuses today, which is 1/3 of all of UC's elevators out for BID under this RFP. Although Otis is not relinquishing our rights to our existing agreements in place with the UC, we are offering Volume Growth Incentives to the UC, if the remainder of the UC portfolio is awarded to Otis. We will also offer, installation incentives for New Equipment and Modernization. A 2% installation discount for New Equipment and a 3% installation discount for Modernizations off of our standard pricing.

**GROWTH VOLUME INCENTIVE** - Please provide how you would structure a growth incentive for UC and Participation Entities. If this does not apply to your response, please respond with "N/A".

Please see attached growth structure for volume discounts – "Volume Discounts"

### **MODULE 1 – Elevator Maintenance and Related Services**

*The current need by UC and potential Participating Entities would require services from an **AS NEEDED** basis to up to **FULL SERVICE** capabilities. We seek to find a partner in the Elevator Maintenance and Related services capable to perform the varied needs by each location and/or organization. Please define how you would support UC and Participating Entities with these types of varied needs, with a future agreement? Please also define any obstacles you would come accross when providing these types of needs? (**Important:** Some entities have full staff in house, while others contract out services*

Otis is very open to discussing various needs by campus location. We currently have 3 levels of service agreements at Otis and we typically utilize these as our base starting points to provide competitive pricing. As we add or remove items to an agreement, we increase or decrease the price accordingly. Otis entertains custom negotiations at a national level often and we work with the customers to ensure the executed agreements are achievable by both parties. The above described are for maintenance level contracts. For those facilities that have a full staff in house, Otis will provide a "Time and Material" agreement based on the material needed and the negotiated hourly labor rates for that particular location. We will use the overall labor rates as awarded as part of this agreement to ensure consistency. Agreements on a Time and Material basis vary by scope of work and labor hours needed to accomplish the scope of work. If any obstacles were to arise, we believe open and honest communication between UC and Otis is the way to accomplish the best possible result. In National Sales at Otis, part of our jobs are to overcome any obstacles that arise to ensure the highest level of customer satisfaction. We value UC and want to ensure you are pleased with the level of service you are provided and Otis takes equal responsibility in helping you to find the best agreement(s) that suites your needs.

*Address any warranty and/or extended warranty costs.*

All Otis New Equipment and Modernization installations completed by Otis have a one year warranty from acceptance date. All Otis upgrade and repair work will warrant that any equipment provided shall be free from defects in workmanship and material. Any defects found in the components of the equipment worked on shall be given to us by you within ninety (90) day after the completion of work. Please note, warranties can be updated on a case by case basis upon award.

*Provide a detailed overview of your company's capacity to service and maintain equipment at:*

1. *University of California*
2. *National Level.*

Otis is the world's largest and the most globally recognized company in the manufacture and service of elevators, moving walks and other horizontal transportation systems worldwide. We have over 10,000 employees in North America and over 60,000 mechanics globally. We service over 90,000 customers and approximately 330,000 elevators across North America. Otis National Agreements account for approximately 30% of all OTIS North American business. Otis supports the maintenance and modernization of all major and minor elevator companies equipment across North America and the Globe. Otis also employs a variety of OtisRole Engineers who specialize in foreign equipment and this allows Otis the expertise and guidance to maintain all products and brands with an incredibly high-level skill set. Otis' service and capacity to handle any level or type of customer in California or nationwide is unparalleled.

*If a response time is not adequate for a UC campus location or Participation Entity, what process do you have in place to help mediate the issue? Would your company be willing to hire local support? If so, what requirements are needed for this to occur?*

Otis would hope and anticipate that both parties could come to an agreement on realistic response times prior to the start of any new agreement(s) between UC and Otis. Of course, if the contract was executed and further discussions were needed, we could edit response times by way of an addendum to the master agreement to ensure awareness and compliance. Otis will be hiring additional mechanics to service your portfolio, if the portfolio is awarded to Otis. OTIS' ability to hire local mechanics will be dependent on locations added and number of units being awarded to Otis.

*How would your company support or maintain items that are found obsolete or discontinued by either your own company or others that have provided service? What proactive programs do you have in place to tackle this problem?*

Otis Elevator will work with UC to identify obsolete equipment and any situations in which repairs could take longer than anticipated. We will provide planning assistance (including capital budgeting) for units that are in immediate need to be addressed as well as those units that will need to be addressed within the next 3-5 years. If the UC is not looking to proactively replace obsolete equipment, Otis can typically find refurbished parts replacements, although with this option repair timelines tend to be extended outwards, as it takes longer in general to find or request re-furbished components.

What is the years of experience for team that would manage and support the awarded agreement(s):

1. **University of California** - Please define team by specific UC campus location, both technician and manager/supervisor years of experience individually. What is your process to assign either technician or supervisor to a UC account? (please attach any supporting details)
2. **National** - Please define a high level overview of staff nationally

Please see attached PDF "Years of Experience of Teams Managing Awarded Agreements"

*Please provide in detail your escalation process?*

OTIS' escalation process is dependent on the situation. Otis always recommends UC first follows up with the local branch office to discuss issues, resolution plans and timing. Involvement in local escalations can include the Branch Service Sales Manager, the Field Supervisor, the General Manager and in some cases the Regional Sales Manager. If the local office responds and is not able to come to a reasonable resolution for UC, we recommend UC contacts your Strategic Account Representative. From here, we will discuss issues with the local branch office and our Director in National Accounts to come up with a satisfactory resolution plan for the customer. Although it is unusual that escalations would need to go above the Director of our National Accounts team, in extremely rare instances, Otis may involve the Sr. Director of Marketing, who reports directly to the President of Otis North America.

*Please describe your experience and capability to conduct a modernization on a conveyance unit? In addition to Elevator Maintenance and Services, the UC is seeking a qualified and certified partner to support any modernization needs, either by UC or Participating Entities*

Otis Elevator is the largest elevator company in the world. We have conducted some of the most iconic public and high-end modernizations throughout the USA and Globally. Our experience to conduct modernizations on a conveyance unit is un-paralled to other companies. Otis is fully capable to modernize any type of equipment (elevator, escalator, moving walkway, chairlift etc.) and we are able to modernize with Otis equipment or with vendor equipment, if that is UC's preferred approach.

Please provide details on any reporting capabilities and ability to run analytics as requested? (Preventative Maintenance, Safety, Fire, Vandalism, Inspection, or any other relative information)

Otis provides multiple means by which it's customers can keep track of the work being performed. The first of which is E-Service, which gives customers immediate on-line access to their elevator performance information, giving them peace of mind 24-hours a day, 7-days a week. Through E-Service, customers can also place service calls and check on the status of their elevator call, without ever picking up the phone. Otis maintenance customers now have easier access to their elevators' performance history, more choices on how to use that information, and a number of other benefits. Performance history is obtained through REM and Otisline data. REM (Remote Elevator Monitoring) is yet another productivity enhancement produced through technology. Through a separate microprocessor and on-board modem, REM monitors vital functions of the elevator including all controller functions, oil level and oil temperature. Since many inspections, particularly on hydraulic elevators, are made to check these items, the installation of the REM system allows Otis to increase the time intervals between maintenance examinations. REM also pinpoints the trouble, resulting in a decrease in trouble-shooting time, and the reduction of repeat calls. We now have over 35,000 elevators in our maintenance base benefiting from REM. Recently, Otis also introduced Otis NOTE. This provides real-time updates on your elevator and escalator service right from your mobile phone, so you know exactly when a mechanic is being dispatched, when he arrives on site, what he's done to fix the problem and when he leaves your property. Otis is also introducing a new Microsoft Platform this summer, CRM (Customer Relationship Management) which is going to link our entire Sales, Field Service and Call Centers into communications across the same platform, globally, so reporting capabilities and customization will be additionally enhanced beginning in 2020

**Module 2 will award a Non-Proprietary Controls Manufacture.**

1. *How familiar are you with controls that claim this spec/capability?*
2. *Do you have a preferred?*
3. *Upon Service or Modernization request, will you install awarded supplier?*

Very familiar. Otis works with nonproprietary vendors nationwide. Yes, will install awarded supplier

**Module 3 will award Audit Services in which at maximum can be used by UC or Participating Entity once (1) every 6 months (total twice per year). If any occurrence is found, contracted elevator maintenance provider will be held responsible for the following:**

- Fees charge by Module 3 - Audit Services awardee to conduct Audit
- All services provided at no charge to correct occurrence(s), to bring equipment up to standard
- Any additional fees to certify corrections have been made with approval by Module 3 awardee.

*(Note: If no occurrence found by Audit Services, entity that requested Audit Services is required to pay any or all fees associated to audit)*

○ DO NOT ACCEPT, but would like to negotiate revisions to language (Attach proposed revisions)

“Audit Services Revision”

**Construction** - *While new construction is outside of the scope of this solicitation. Our objective will be to create awareness to contractors or projects managers of the partnership established with UC and Participating Entities. Will you support this future partnership with proper awareness and use of agreement structure as a ceiling price at minimum ? Provide any other details or comments on this section.*

Yes, Otis will support a future partnership regarding New Construction but please be aware that New Equipment bids are based upon a case by case basis. Since New Equipment bids are run through a General Contractor, we are not sure how to respond to a "ceiling price" since no two bids are the same and requirements in every specification are very different. Of course, Otis will work with you to obtain the best possible value and price to meet the needs of your specification and will make recommendations to you in advance on scope, costs, must-have's and what you ultimately do and do not need. Otis will propose a 2% installation discount on New Equipment (please note that this is separate from cost of material and/or scope by a General Contractor)

*How would you propose a national program? What key components would be included in this program? Please include this in form of a pricing matrix by state*

If Otis is awarded the UC portfolio, a National agreement becomes automatic. Please see attached Otis technical proposal. Please also reference previously attached documents "Implementation, Growth and Service of National Program" as well as "Management of National Program" for additional details. Please also see attached pricing matrix by state



000289-AP...



## UNIVERSITY OF CALIFORNIA

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SANTA

## STRATEGIC SOURCING

OFFICE OF THE PR  
1111 Franklin Street,  
Oakland, California 94612

DATE: 10/1/2019

TO: Whom It May Concern

FROM: Reynaldo A. Cano-Boza  
Sr. Commodity Manager – MRO & Facilities  
University of California

SUBJECT: RFP #000289-APR2018 - Elevator Services: Repair, Maintenance  
Inspection/Testing, Parts, and Modernization

The Evaluation Committee reviewed the responses and recommended the following be awarded:

- Kone Inc.
- Otis Elevator Company
- Van Deusen & Associates, Inc.
- Lerch Bates

The recommended vendors submitted offers that were determined to be most advantageous to the University of California Office of the President, based upon the evaluation stated in the RFP. All the recommended respondents were determined to be competitively priced and best suited to provide the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform as requested in the proposal. We will monitor their performance and determine at the end of the term if they are eligible for renewal with each new term.

This multiple award is most advantageous as it limits contract awards to the few suppliers necessary to meet the requirements of end-users.

Sincerely,

Reynaldo A. Cano-Boza  
Sr. Commodity Manager  
Center of Excellence University of California Office of the President  
510-987-9893  
[Reynaldo.Cano-Boza@ucop.edu](mailto:Reynaldo.Cano-Boza@ucop.edu)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity, however, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Otis Elevator Company

Authorized Signature:  Date: 3/11/22

State of Virginia

County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 11 day of March, 2022.

My Commission expires 12/31/26, 20    .

**AFFIX SEAL HERE**



**NOTARY PUBLIC**





Vendor/Customer

[Menu](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
000000105412	OEC		Active	Inactive	
000000105413	UNITED TECHNOLOGIES INC		Active	Inactive	
✓ 000000105414	OTIS ELEVATOR COMPANY		Active	Active	

From 1 to 3 of 3 First Prev Next Last [Attachments](#)

Save Undo Delete Insert Copy Paste Search

▼ General Info

Vendor/Customer : 000000105414	Restrict Use by Department :
Legal Name : OTIS ELEVATOR COMP/	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : <input checked="" type="radio"/> Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : <input checked="" type="radio"/> Active	Third Party Customer :
Customer Approval Status : Complete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access : <input checked="" type="radio"/> No
Last Name :	Discontinue - No New Business :
Company Name : OTIS ELEVATOR COMP/	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 03/01/1990
	Active To :
	Last Usage Date : 03/18/2022
	Department :
	Unit :

▼ Headquarters

Headquarters Account : No	Web Address http:// :
Headquarters Account Code : 000000105413	Catalog DUNS :
Headquarters Account Legal Name : UNITED TECHNOLOGIE	Catalog Extended DUNS :
Franchise Account :	Taxpayer ID Number : *****3389
	Taxpayer ID Number Type : <input checked="" type="radio"/> EIN

▶ Organization

▶ Disbursement Options

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 11/07/2018	Unemployment Insurance :
Registration Effective Date : 11/07/2018	Worker's Compensation :
Registration Expiration Date : 11/07/2019	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

- [▶ Executive Compensation](#)
- [▶ Additional Information](#)
- [▶ Travel](#)
- [▶ Change Management](#)

[Top](#)

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UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)

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