Metropolitan Government of Nashville, TN and Davidson County

Contract #384899

for

Elevator, Escalator, Lifts
Maintenance, Repair and
Related Services

with

Otis Elevator Company

Effective: July 1, 2016

The following documents comprise the executed contract between the Metropolitan Governemnt of Nashville, TN and Davidson County and Otis Elevator Company,
effective July 1, 2016

I. Signed Contract
II. Negotiations
III. Intent to Award
IV. Supplier Response
V. RFP Amendments
VI. Original RFP

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Metro Procurement Nashville

A Matter #:A-35560

Contract Abstract

Solicitation Title: Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Contract Summary: This contract is for the provision of all material, labor and supervision required to provide maintenance, repair & related services for Full Service Elevators, Escalators, & Chair/Platform Lifts for any department and/or agency of Metro

Contract Number: 384899

Solicitation Number: 894517

Contracting Firm: Otis Elevator Company

Address 1: 901 Charlotte Avenue

Address 2:

City: Nashville State TN Zip: 372013

Contact: Jared Thomas

Email Address: jared.thomas@otis.com

Phone #: 615-254-3496

E1#: 2223215

Contract Includes:

MBE WBE SBE SDV DBE#

Contract Type: IDIQ (Indefinite Delivery/Indefinite Quantity)

Solicitation Method: Request for Proposal**

Contract Start Date: 07/01/2016 End Date: 06/30/2021

Purchasing Staff: Rick Brown

BAO Staff: Michelle Lane

Contract Life's Est. Value: 10,000,000

Fund: 10101

BU #: 10103220

Summary of Competing Offerors	Score (RFP only)	Cost	Status
Otis Elevator	94	$10,000,000	Awarded
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers
N/A	N/A	N/A	No Other Offers

Notes:

* ***Invitations to Bid*** *(ITB) are awarded the lowest cost bidder, meeting specifications and scheduled delivery requirements. Awards are modified only by small business and/or Service disabled veteran owned business inclusion as required by Code.*

*****Requests for Proposals*** *(RFP) are awarded to the offeror with the highest total score for the predetermined and weighted evaluation criteria. Cost is only one of several evaluation criteria.*

+***Sole Source*** *awards are made where there is only one source or brand that can provide the commodity or service. Examples would include proprietary or OEM replacement parts..*

++***Emergency*** *Purchases are purchases to address immediate health, safety, or general welfare needs for the public.*

#*DBE designated firms are reported for some state funded and all federally funded projects.*

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Otis Elevator**("CONTRACTOR") located at **901 Charlotte Avenue, Nashville, TN 37203**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including***
  - ***Exhibit A: Otis Scope of Services***
  - ***Exhibit B: Metro's Maintenance Rates (made a part of this contract by reference)***
  - ***Exhibit C: Repair & Callback Rates***
  - ***Exhibit D: Replacement & Installation Rates***
  - ***Exhibit E: National Rates,***
- ***The solicitation documentation for RFQ# 894517 and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation.***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

Furnish all material. labor, and supervision required to provide maintenance, repair, & related services for Full Service Elevators, Escalators, & Chair/Platform Lifts.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

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3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the beginning date of July 1, 2016 or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $10,000,000.00. The pricing details are are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibits C & D Bid Forms and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

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All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

6.2. Nondiscrimination Requirement

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No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.3. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.4. Worker's Compensation Insurance (if applicable)

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CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.5. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.6. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

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Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. " Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit

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unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as " sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACOR shall supply METRO with an inventory of METO information that CONTRACOTR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

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CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.8. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

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8.9. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.11. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any

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representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.16. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.17. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.18. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

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8.19. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.20. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.21. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete

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or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.22. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.23. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.24. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.25. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.26. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 384899

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:	Otis Elevator Company
Attention:	Diana Bartley
Address:	901 Charlotte Ave., Nashville, TN 37203
Telephone:	615-254-3496, Ext. 11
Fax:	860-660-8806
E-mail:	diana.bartley@otis.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:	Otis Elevator Company
Attention:	Diana Bartley
Address:	901 Charlotte Ave., Nashville, TN 37203

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DocuSign Envelope ID: 7500A5B7-4279-4913-8432-E6DA313C9DF5

Contract Number 384899

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

DocuSigned by:
Nancy Whittemore
20B4821CAF18400...
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

DocuSigned by:
Jeff L. Gossage
7D9F3E023C9F4E2...
Purchasing Agent

DS
MCA
Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Talia Lomax O'dneal
EC3EA21F849C47C...
Director of Finance

DS
SR
OMB

BA

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Katie Downey
53B41433BBEB47B...
Metropolitan Attorney

DS
TC
Insurance

FILED BY THE METROPOLITAN CLERK:

DocuSigned by:
Shannon Hall
9BBC65C8671146F...
Metropolitan Clerk

8/5/2016
Date

CONTRACTOR

Otis Elevator Company
Company Name

DocuSigned by:
Eric Barber
1629E6B58AD34C0...
Signature of Company's Contracting Officer

Eric Barber
Officer's Name

Regional Sales Manager
Officer's Title

DocuSign Envelope ID: 7500A5B7-4279-4913-8432-E6DA313C9DF5

EXHIBIT A
OTIS SCOPE OF WORK

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System[SM] preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

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

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile

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inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an ADA call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the ADA call. The visit will be treated as a Callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

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

REPORTS – e*SERVICE

We will use the OMMS® program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual

pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

SAFETY TESTS

We will conduct the above safety tests to comply with the applicable Elevator Code and pay associated fees in effect at the date of signing of this agreement.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighter's service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighter's service test any elevator firefighter's service is found to be inoperable, the building is responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices. Otis technicians follow IUEC safety requirements.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

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

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.
Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates. Otis' proposal is based on an average response time of two (2) hours during regular working hours and four (4) hours during overtime hours for mechanical failure of the elevators. The average response time for an emergency (i.e. trapped passenger) will be one (1) hour during regular working hours and two (2) hours during overtime hours.

HOLIDAYS

Otis recognizes the IUEC holidays which are consistent with Metro's holiday schedule with the following exception:

Day after Thanksgiving

Otis will swap this day for any holiday recognized by Metro and not the IUEC. Any service calls, if outside the terms of our agreement, will be billed at regular-time rates during regular working hours. After hour calls will follow normal billing rate schedules.

Otis' holiday schedule includes the following days of the year:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

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

OTIS SERVICE EQUIPMENT

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

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

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

THE UNITS

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

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers,buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract by providing thirty (30) days written notice.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

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Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

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

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

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

While on-site, Otis will lock out and tag out any elevator deemed unsafe until proper repairs can be scheduled.

ALTERATIONS

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

_____

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RFQ#894517 Repair & Callback Rates for Elevators, Escalators, & Chair/Platform Lifts

Exhibit C - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award. Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 160.00	Hourly Rate	500	$ 80,000.00
Certified Technician Rate - Outside Normal Hours (including weekends)	$ 320.00	Hourly Rate	250	$ 80,000.00
Certified Technician Rate - Emergency Call Out	$ 320.00	Hourly Rate	100	$ 32,000.00
Certified Technician Rate - Holiday Hours	$ 320.00	Hourly Rate	50	$ 16,000.00
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 120.00	Hourly Rate	500	$ 60,000.00
Helper Technician - Outside Normal Hours (including weekends)	$ 240.00	Hourly Rate	250	$ 60,000.00
Helper Technician - Emergency Call Out	$ 240.00	Hourly Rate	100	$ 24,000.00
Helper Technician - Holiday Hours	$ 240.00	Hourly Rate	50	$ 12,000.00
Preventative Maintenance Rate	$ 160.00	Hourly Rate	1000	$ 160,000.00
			TOTAL ANNUAL LABOR AMOUNT	**$ 524,000.00**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	No discount to be offered. A 15% increase for profit	Percentage Discount	$ 100,000.00	$ 100,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 100,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 624,000.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.

Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation

Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against. Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	5.00%
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ 168.00**	**$655,200.00**
3	**$ 176.40**	**$687,960.00**
4	**$ 185.22**	**$722,358.00**
5	**$ 194.48**	**$758,475.90**
TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)		**$ 3,447,993.90**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	2
State guaranteed on-site response time for service calls *outside normal business hours* .	4
State guaranteed on-site response time for service calls during *holiday hours* .	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	1
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	2

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information	
Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary) To be determined based on final contract terms.	On **Material Discounts**: Otis does not provide discounts for material. Instead, our material price will include an increase of 15% to cover profit and overhead. **Annual Price Escalation**: The contract price will be adjusted on each annual anniversary date of this agreement and will reflect increases and decreases associated with the labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) and the index of the "Produce Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. Ten percent (10%) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of Producer Commodity Prices for Metals and Metal Products compared with the index on 2/1/2016 which was 188.10 . Ninety percent (90%) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUED contract on 1/1/2016 which was 72.856. The phrase "straight time hourly labor cost" means the sum of the straight time hourly rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained.
Ordering Methods	

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Decribe available ordering methods - online ordering, order tracking, search options, order history, etc.	Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.
Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	Below is the Otis standard language for any service work completed under this contract. 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) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.
Holiday Schedule	
Define your holiday schedule in the yellow box provided.	Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

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RFQ#894517 Replacement & New Installation for Elevators, Escalators, & Chair/Platform Lifts

Exhibit D - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award. Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 160.00	Hourly Rate	500	$ 80,000.00
Certified Technician Rate - Outside Normal Hours (including weekends)	$ 320.00	Hourly Rate	250	$ 80,000.00
Certified Technician Rate - Emergency Call Out	$ 320.00	Hourly Rate	100	$ 32,000.00
Certified Technician Rate - Holiday Hours	$ 320.00	Hourly Rate	50	$ 16,000.00
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 120.00	Hourly Rate	500	$ 60,000.00
Helper Technician - Outside Normal Hours (including weekends)	$ 240.00	Hourly Rate	250	$ 60,000.00
Helper Technician - Emergency Call Out	$ 240.00	Hourly Rate	100	$ 24,000.00
Helper Technician - Holiday Hours	$ 240.00	Hourly Rate	50	$ 12,000.00
Preventative Maintenance Rate	$ 160.00	Hourly Rate	1000	$ 160,000.00
			TOTAL ANNUAL LABOR AMOUNT	**$ 524,000.00**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	No discount to be offered. A 15% increase for profit	Percentage Discount	$ 150,000.00	$ 150,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 150,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 674,000.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.

Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation

Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against. Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	5.00%
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ 168.00**	**$707,700.00**
3	**$ 176.40**	**$743,085.00**
4	**$ 185.22**	**$780,239.25**
5	**$ 194.48**	**$819,251.21**
TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)		**$ 3,724,275.46**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	2
State guaranteed on-site response time for service calls *outside normal business hours* .	4
State guaranteed on-site response time for service calls during *holiday hours* .	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	1
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	2

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information	
Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary) To be determined based on final contract terms.	On **Material Discounts**: Otis does not provide discounts for material. Instead, our material price will include an increase of 15% to cover profit and overhead. **Annual Price Escalation**: The contract price will be adjusted on each annual anniversary date of this agreement and will reflect increases and decreases associated with the labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) and the index of the "Produce Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. Ten percent (10%) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of Producer Commodity Prices for Metals and Metal Products compared with the index on 2/1/2016 which was 188.10 . Ninety percent (90%) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUED contract on 1/1/2016 which was 72.856. The phrase "straight time hourly labor cost" means the sum of the straight time hourly rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained.
Ordering Methods	

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Decribe available ordering methods - online ordering, order tracking, search options, order history, etc. (Please put N/A if this option is not applicable)	Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.
Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	Below is the Otis standard language for any service work completed under this contract. 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) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.
Holiday Schedule	
Define your holiday schedule in the yellow box provided.	Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

RFQ #894517 Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Exhibit C: National Rates

Rate Subject to Annual Escalation - Historically Line item pricing is 90% Labor 10% Material

State	Standard Time Technician Rate
Alabama (using Birmingham & Mobile metro areas)	$230.40
Alaska (using metro area of Anchorage)	$276.00
Arizona (using Phoenix & Tucson metro areas)	$230.40
Arkansas (using metro area of Little Rock)	$230.40
California (using L.A., San Diego, Fresno, & San Francisco metro	$276.00
Colorado (using Denver & Colorado Springs metro areas)	$252.96
Connecticut (using Bridgeport & Hartford metro areas)	$276.00
Delaware (using metro area of Wilmington)	$252.96
District of Columbia	$252.96
Florida (using Tallahassee, Jacksonville, Orlando, Tampa, &	$230.40
Georgia (using Atlanta, Augusta, & Macan metro areas)	$230.40
Hawaii (using metro area of Honolulu)	$287.36
Idaho (using metro area of Boise)	$230.40
Illinois (using Chicago, Springfield, & Belleville metro areas)	$252.96
Indiana (using Indianapolis & Fort Wayne metro areas)	$230.40
Iowa (using Des Moines & Cedar Rapids metro areas)	$230.40
Kansas (using Wichita & Topeka metro areas)	$230.40
Kentucky (using Louisville & Paducah metro areas)	$230.40
Louisiana (using New Orleans & Shreveport metro areas)	$230.40
Maine (using metro area of Portland)	$230.40
Maryland (using Baltimore & Salisbury metro areas)	$252.96
Massachusetts (using Metro area of Boston)	$276.00
Michigan (using Detroit & Grand Rapids metro areas)	$230.40
Minnesota (using Minneapolis & St. Paul metro areas)	$230.40
Mississippi (using the metro area of Jackson)	$230.40
Missouri (using St. Louis, Kansas City, & Springfield metro	$230.40
Montana (using metro area of Billings)	$230.40
Nebraska (using metro area of Omaha)	$230.40
Nevada (using Las Vegas & Reno metro areas)	$230.40
New Hampshire (using metro area of Concord)	$252.96
New Jersey (using Newark, Toms River, & Atlantic City metro	$276.00
New Mexico (using Albuquerque & Santa Fe metro areas)	$230.40
New York (using N.Y., Syracuse, Buffalo, & Albany metro areas)	$287.36
North Carolina (using Charlotte, Raleigh-Durham, & Winston-	$230.40
North Dakota (using metro area of Fargo)	$230.40
Ohio (using Cincinnati, Columbus, Toledo, & Cleveland metro	$230.40
Oklahoma (using Oklahoma City & Tulsa metro areas)	$230.40

Oregon (using Portland & Eugene metro areas)	$252.96
Pennsylvania (using Pittsburgh & Philadelphia metro areas)	$252.96
Rhode Island (using metro area of Providence)	$252.96
South Carolina (using Columbia & Charleston metro areas)	$230.40
South Dakota (using Rapid City & Sioux Falls metro areas)	$230.40
Tennessee (Other than Metro Nashville)	$230.40
Texas (using Dallas, Ft. Worth, Austin, & San Antonia metro	$252.96
Utah (using metro area of Salt Lake City)	$230.40
Vermont (using metro area of Burlington)	$252.96
Virginia (using Fairfax, Richmond, & Norfolk metro areas)	$252.96
Washington (using Seattle & Spokane metro areas)	$287.36
West Virginia (using metro area of Charleston)	$230.40
Wisconsin (using Milwaukee, Madison, & Green Bay metro	$230.40
Wyoming (using metro area of Casper)	$230.40

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2016

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

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

PRODUCER
MARSH USA INC.
20 CHURCH STREET
HARTFORD, CT 06103

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
OTIS ELEVATOR COMPANY
ONE FARM SPRINGS ROAD
FARMINGTON, CT 06032

COVERAGES **CERTIFICATE NUMBER:** UU9QJJGN **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			02CSET10004 $2,000,000 general aggregate per location/project $10,000,000 policy general aggregate	04/01/2016	04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			02HUT10021	04/01/2016	04/01/2017	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CT WC(SIR 2.5MM)EX COV-6583040 MULTI-015519203, MULTI-015519204, CA-015519205, FL-015519206, MULTI-015519207, MN-015519208, NJ-015519209, PA-015519210, MULTI-015519211, MA-015519212	04/01/2016	04/01/2017	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
							$ $ $ $ $	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate only applies to RFP #384899
The Metropolitan Government of Nashville and Davidson County, 222 Third Street North, Suite 601, Nashville, TN
Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are additional insureds to the extent required by written agreement with Otis Elevator Company. Policies are Primary and Non-Contributory and include a Waiver of Subrogation, each to the extent required by written agreement with Otis Elevator Company.

CERTIFICATE HOLDER

The Metropolitan Government of Nashville and Davidson County
Jeff L Gossage
222 Third Ave. North
Suite 601
Nashville, TN 37201

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

James T. Haggerty

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RFQ #894517 Elevator, Escalator, Lifts Maintenance, Repair & Related Services
Evaluation Team/Review Board Score Sheet

Offeror	Otis Elevator	N/A	N/A	N/A	N/A
Cost Criteria (30 points)	30				
Project Approach & Process (25 points)	20				
Firm & Team Qualifications (20 points)	20				
Risk & Risk Mitigation (10 points)	9				
Reference Projects (15 points)	15				
Total Evaluation Scores	**94**				

Evaluation Comments

Otis Elevator

Strengths - Overall information provided in the company's proposal was well presented, organized, and sufficient. Staff experience and knowledge regarding projects of this scope and size was thoroughly expressed and highly detailed. All information including the National IPA materials was provided satisfactorily as requested.

Weaknesses - The Otis Maintenance Management System (OMMS) was not detailed to the level required by Metro (as detailed in the solicitation). Certain items presented in the proposal didn't seem to comply with industry standards.

Piper,Al

From: Bell, LaQuita (Finance - Purchasing) <LaQuita.Bell@nashville.gov>
Sent: Friday, July 15, 2016 2:59 PM
To: 'Bartley, Diana L'; 'Thomas, Jared Michael .'; 'Karp, Tim J .'
Cc: Piper,Al; Vavra,Sarah; Brown, Rick (Finance); Kinsey, Doug (General Services)
Subject: Otis Elevator Final Contract #384899 Negotiations Meeting Summary

Good Afternoon,

The following items are required as discussed to move this contract forward:

I. Addition of line item for the provision of Firefighter's Service Testing
II. Revised Exhibit's A & B that incorporates the following:
   - The updated and agreed upon technician rates
   - The response times
   - The holiday schedule
   - Revised Exhibit C: National Adjustment Rates
III. Revised Scope of Services – Otis

Rick & Doug –

If I missed anything, please add ☺

Thanks!

LaQuita L. Bell, CMFO
Metro Government of Nashville & Davidson County
Department of Finance, Procurement Division
730 2nd Ave S., Suite 112
Nashville, TN 37219
Laquita.Bell@nashville.gov
615-862-6672

From: Bell, LaQuita (Finance - Purchasing)
To: "Thomas, Jared Michael"
Cc: Brown, Rick (Finance); Piper,Al; Vavra,Sarah
Subject: Intent to Award RFQ #894517 Elevator, Escalator, Lifts Maintenance, Repair & Related Services
Date: Friday, May 20, 2016 8:40:39 AM

May 20, 2016

Re: **Request for Proposal # 894517, *Elevator, Escalator, Lifts Maintenance, Repair & Related Services***

Dear Mr. Jared Thomas:

The Metropolitan Government of Nashville and Davidson County has completed its evaluation of submitted solicitation offers to the above Request for Proposal (RFP) and hereby notifies you of its intent to award to **Otis Elevator Company**, contingent upon successful negotiations of a contract.

Responses to the procurement solicitation and supporting award documentation are available for inspection in the Procurement Division Office, Monday through Friday, between the hours of 8:30 a.m. and 3:30 p.m. If you desire to review the documentation or have any questions, please contact LaQuita Bell, Contract Coordinator, by email at LaQuita.Bell@nashville.gov. It is necessary to schedule an appointment with them to review the information.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Jeff Gossage C.P.M., CPPB
Purchasing Agent

Cc: Solicitation File

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards. A. Right to Protest. *Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.*

LaQuita L. Bell, CMFO
Metro Government of Nashville & Davidson County
Department of Finance, Procurement Division
730 2nd Ave S., Suite 112
Nashville, TN 37219
Laquita.Bell@nashville.gov

Metropolitan Government of Nashville/National IPA – RFQ 894517, 1 – Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Intro: Letter of Interest

I. Cost Criteria
II. Project Approach & Process
III. Firm & Team Qualifications
IV. Risk & Risk Management
V. Reference Projects

OTIS ELEVATOR COMPANY
901 Charlotte Pike
Nashville, TN 37203
PH: 615-254-3496
FAX: 615- 256-0461

May 3rd, 2016

Mr. Rick Brown & Ms. LaQuita Bell
Procurement Division
Metropolitan Government of Nashville
730 2nd Avenue South
Nashville, TN 37219

Re: RFQ 894517, 1 – Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Dear Rick & LaQuita:

We are very gracious to have the opportunity to bid on the continuing elevator maintenance services being performed on the elevators, escalators, and lifts under the responsibility of the Metropolitan Government of Nashville as included in the bid documents.

Please use me as the main point of contact:
Jared Thomas
Otis Elevator Company
901 Charlotte Ave.
Nashville, TN 37203
(615) 254-3496 ext. 17
Jared.thomas@otis.com

Included in this submission is data we interpret to meet the needs of the Request for Quotation. In the event you find additional information is required, please don't hesitate to contact me accordingly.

Again, thank you for the opportunity to participate in this bid. We look forward to working with you on this project.

Yours very truly,
OTIS ELEVATOR COMPANY

Jared Thomas
Account Manager

Evaluation Criteria

I. Cost Criteria

Please see the separately attached documents “Otis Elevator – Exhibit Form A” and “Otis Elevator – Exhibit Form B” for associated Cost Criteria information.

II. Project Approach & Process

Otis Elevator began in 1853 and has always been the world’s leading provider of elevator and escalator sales and service. With over 160 years of experience and development of resources, it is safe to say we will always be exceeding expectations set by your RFP.

As the incumbent, we are well aware of the expectations set forth by Metro at all levels of the agreement, from the local site supervisor, to the contract administrators. This understanding is crucial to keeping satisfaction levels high throughout the duration of the agreement, as each property needs/requires their elevator(s) to be used in varying ways. As the incumbent we have over five years of data collected on each unit to ensure our proactive maintenance program can continue. This will not only allow for continued reduction in elevator down time, but also allow for continued ability to recommend capital improvements in advance. With manpower already in place from the previous contract with Metro, we see a seemless transition in entering into this new agreement. The following are our means of continuing our process in our approach to meeting the requirements and provisions of the RFP.

Safety

“All Safe!” That was the phrase that our founder, and inventor of the safety elevator, Elisha Graves Otis, announced as he introduced the Yonkers, New York public to his new invention, the modern elevator. For the first time ever, there was now a safe way to move materials and people vertically.

ALL SAFE

Every one.
Every job.
Every day.

This logo describes our philosophy on safety, “Every one, Every job, Every Day.” This statement is the cornerstone of our extensive safety program.

Safety is of the upmost importance for our employees and the public. All employees enter into a mandatory safety training program when hired. Our field employees have monthly safety seminars that refresh them on dangers of the nature of the work we perform daily. There are announced and unannounced safety audits that are performed on all Otis employees. Our Standard Work Processes have safety checks built into them, and any non-standard work must include a written Job Hazard Analysis that includes supervisor approval.

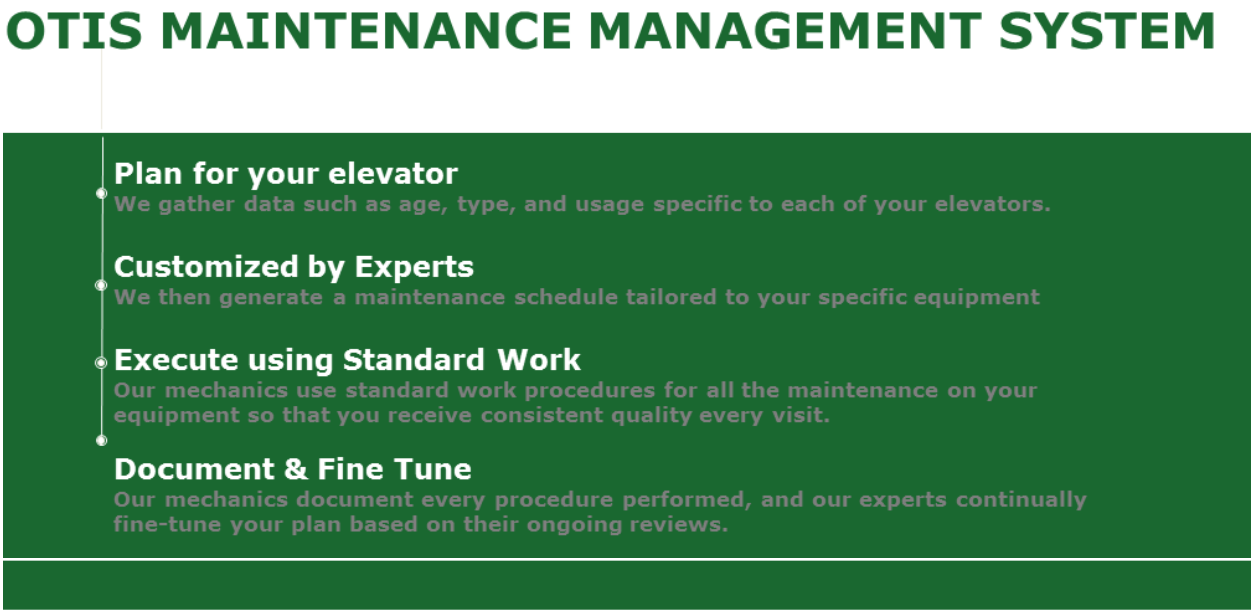
Included in this packet are the 2009 National Elevator Industry Inc. Safety Performance Metrics. Please take note that only Otis has the lowest levels of incidents in the nation.

Terry Stepp is our Regional Safety Manager. He lives in the Middle Tennessee Area and visits our office monthly. His role is to ensure that the safety regulations are in practice by all Otis employees. His 30+ years of experience give our employees a great resource to use to remain safe.

Otis Maintenance Management System (OMMS)

After decades of performing maintenance procedures based on an antiquated, calendar based system, Otis created the Otis Maintenance Management System (OMMS) to more effectively and efficiently maintain various types of elevator systems/OEMs. After years of gathering data on run times, shut downs, and repairs, OMMS was created on the foundation of unit-specific knowledge to tailor our maintenance procedures, visit timing, and visit frequency to the exact elevator(s) that you have, not someone else’s.

With the knowledge of the type of elevator, OEM, installation date, and above all else, usage, we will combine your required RFP visit frequency with our time-tested procedures to not only meet the visit expectations of the solicitation, but also keep you informed of everything that happens to your elevators/lifts within a day’s time. Before we go further, here is a snapshot of some of the procedures that we will perform on your elevators over the course of a year:



Hydraulic Elevator (non-roped)

Test	Category 1 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T31**	**Pressure Relief Valve & System Test** Confirm relief valve setting, test for pressure capacity, perform leak down test. Include test of limit switches, low pressure and low oil switches. Reference: 8.6.5.14.1 - 8.6.5.14.2 - 8.6.5.14.3a,d,hJ - 8.6.5.14.4 - 8.6.5.14.5 - 8.6.5.12	12 Months		☐
TECT1	**Cartop Devices Operation Safety Test** Stop switches, emergency exit and gate switches are tripped to confirm stop motion. Include test of other top of car devices designed to stop motion. Reference: 8.6.4.19.9 - 8.6.4.19.10	12 Months		☐
TEDP1	**Car Door Performance Test** Power operated doors are tested to confirm kinetic energy forces are within limits. Include horizontal sliding power operated car and hoistway doors. Reference: 8.6.4.13.1 - 8.6.4.13.2 - 8.6.4.19.8	12 Months		☐
TERS1	**Rescue Operation Test** Battery powered back-up operation systems designed to move the car are tested. Include test of Aut-O-Safe, Emergency Return Units or similar products. Reference: 8.6.4.19.7 - 8.6..4.20.5	12 Months		☐
TXEPX	**Standby Power / Emergency Power Test** Operate empty elevator on building's generator or emergency power source. Coordinate with building management. Reference: 8.6.4.19.7 - 8.6..4.20.5	12 Months		☐
TXFAX	**Annual Fire Service Test** Perform complete test of Fire Service Operation, co-ordinate with building Mngt. Turn keyswitches, run elevator, test door operation, buttons, signage, etc... Reference: 8.6.4.19.8	12 Months		☐

Test	Category 5 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
THOS5	**Overspeed / Rupture Valve Test** Confirm over speed or rupture valve will activate and stop motion of elevator. Test in down direction at 110% - 140% of operating speed. Reference: 8.6.5.13 - 8.6.5.16.5	60 Months		☐
THPGX	**Piston Gripper Test** Manual trip piston gripper in down direction at full operating speed Include additional over speed test (THOS5) to confirm speed setting. Reference: 8.6.5.8 - 8.6.5.16.4	60 Months		☐
TTDZ5	**Door Zone Confirmation Test** Power operated doors are tested to ensure opening only occurs when at landing. Include leveling zone, leveling speed under 150fpm and inner landing zone of max 3". Reference: 8.6.4.20.7 - 8.6..4.20.8 - 8.6..4.20.9	60 Months		☐

MRL Elevator (Traction)

Test	Category 1 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T17**	**Governor Safety Test:** Governor is operated manually with no load in car, down direction at slow speed. Include test of governor, safeties, buffers and terminal stopping devices. Reference: 8.6.4.4 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5	12 Months		☐
TECT1	**Cartop Devices Operation Safety Test** Broken rope, tape or chain switches are tripped to confirm stop motion. Includes test of other top of car devices designed to stop motion. Reference: 8.6.4.19.9 - 8.6.4.19.10	12 Months		☐
TEDP1	**Car Door Performance Test** Power operated doors are tested to confirm kinetic energy forces are within limits. Includes horizontal sliding power operated car and hoistway doors. Reference: 8.6.4.13.1 - 8.6.4.13.2 - 8.6.4.19.8	12 Months		☐
TERS1	**Rescue Operation Test** Battery powered back-up operation systems designed to move the car are tested. Include test of Manual Rescue Operation or Emergency Return Units. Reference: 8.6.4.19.7 - 8.6..4.20.5	12 Months		☐
TXEPX	**Standby Power / Emergency Power Test** Operate empty elevator on building's generator or emergency power source. Coordinate with building managemnt. Reference: 8.6.4.19.7 - 8.6..4.20.5	12 Months		☑
TXFAX	**Annual Fire Service Test** Perform complete test of Fire Service Operation, co-ordinate with building Mngt. Turn keyswitches, run elevator, test door operation, buttons, signage, etc... Reference: 8.6.4.19.8	12 Months		☑

Test	Category 5 Test	Frequency	Indicate Modified Frequency	√ If excluded from contract
T18**	**Governor Safety Test** Includes safeties, governors, buffers, brake, emerg term switches and emerg brakes. Reference: 8.6.4.4 - 8.6.4.5 - 8.6.4.6 - 8.6.4.12 - 8.6.4.19.1 - 8.6.4.19.2 - 8.6.4.19.3 - 8.6.4.19.5 - 8.6..4.20.1 8.6.4.20.2 - 8.6..4.20.3 - 8.6.4.20.4 - 8.6..4.20.8 - 8.6..4.20.10 - 8.6.4.20.11	60 Months		☐
TTDZ5	**Door Zone Confirmation Test** Power operated doors are tested to ensure opening only occurs when at landing. Include leveling zone, leveling speed under 150fpm and inner landing zone of max 3". Reference: 8.6.4.20.7 - 8.6..4.20.8 - 8.6..4.20.9	60 Months		☐

Standard Work Procedures

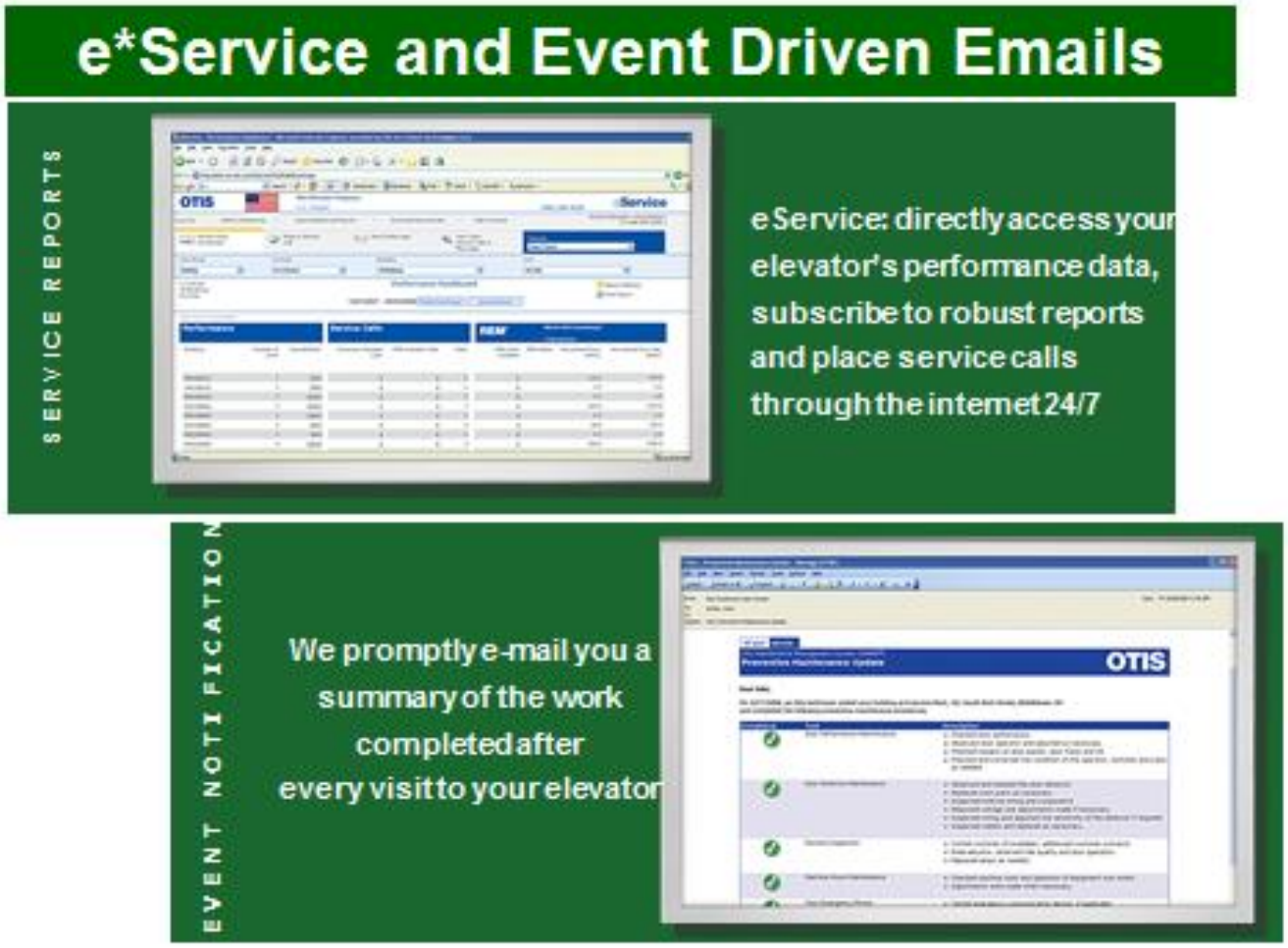
We understand that consistency and continuity play a major role in keeping your elevators/lifts running well. As a result, all of our maintenance tasks are performed by standard work procedures that each and every mechanic uses, regardless of experience in the trade. Whether it's a 20 year mechanic performing maintenance or a 5 year answering a service call, all of our mechanics are taught to perform work the right way, the first time, each time.

eService 2.0 / Event Driven Emails

Through the years, our customers have expressed a need to move past standard paper tickets and sign in sheets as a method of keeping track of the work performed while on site. Whether it be for safety logs, liability concerns, performance reports, or simply to see what work is being completed and when, eService was designed to give you more knowledge and control of your elevator systems than ever before.

Our system takes note of each time a building is visited, who visited the property, and what that person did while there. In this way, you can generate reports to cover specific ranges of time, service call logs, uptime percentages, etc. You can even choose to receive Event Drive Emails each time that someone from Otis visits the site. With additional options to send us messages, place service calls, pay your bills, or even look at potential upgrades, the functionality is robust.

We have also released our eService 2.0 version for the mobile phone so that you and anyone on your team can gain access to your elevator information in real time. Showing in-status service calls, completed activities, uptime reports, etc, you'll always know what's happening to your elevators wherever you are.


e*Service and Event Driven Emails
SERVICE REPORTS
eService: directly access your elevator's performance data, subscribe to robust reports and place service calls through the internet 24/7
EVENT NOTIFICATION
We promptly e-mail you a summary of the work completed after every visit to your elevator
OTIS

e*Service Mobile

Otis' service at your fingertips

- View your elevators' recent service activities
- Log a service call
- Contact your account representative or OTISLINE®
- Stay up-to-date with your elevators' service history and performance data
- Review your elevator's key operating metric (availability)

REM

Whether it's misuse of the cab, loss of power to the elevator, or random equipment failure, there is a lot that can happen between service visits. We know how critical, quick response times truly are, however, there are also situations where service is needed, but you aren't aware of it. Enter REM. REM stands for Remote Elevator Monitoring and plays a big role in our maintenance program when it can be utilized. Observing anywhere from 250-400 diagnostic points at any given time, REM sends us signals that range from emergency service calls, to performance measures which help us to further tailor the procedures performed on our next visit to the property. It tells us what's happening to your elevator, even before you know. See below for more information on REM.

REM®

REMOTE
ELEVATOR
MONITORING

OTIS

Every day in North America, elevator motors overheat and burn out; passengers get trapped in an elevator cab; hydraulic cylinders begin to corrode.

It could be your equipment. Today. Right now.

So who is watching your equipment? If it's Otis REM® system, you can relax.

We're always there.

PEACE OF MIND
Continuously monitors your elevators 24 hours a day, 365 days a year.

REDUCED SERVICE INTERRUPTIONS
REM provides accurate information to identify and correct most problems quickly.

FASTER DETECTION
Elevators are often back in service before you or your tenants know there is a problem.

QUICK RESPONSE
REM makes the service call for you. A mechanic is dispatched immediately for urgent problems.

E*SERVICE
REM data can be accessed through our internet-based maintenance information and tracking service.

NO ADDITIONAL MONITORING COSTS
For maintenance customers the elevator phone is monitored at no additional cost.

Applications

Available with Otis maintenance for elevators with REM-compatible microprocessor controllers.

Current controller types compatible with REM system:
•All Otis microprocessor systems
•Dover DMC, T3, T4 systems
•Swift systems
•Futura systems

REMOTE. ELEVATOR. MONITORING.

- A sophisticated, interconnected system of sensors, monitors, circuits, hardware and software to collect, record, analyze and communicate data.
- Developed by Otis to optimize elevator performance and minimize elevator downtime.
- Continuously monitors up to 325 different elevator system functions on nearly 10,000 elevators across North America.

REM makes the call for you.

If the REM system detects a problem, it analyzes and diagnoses the cause and location. REM makes the service call for you. It helps an Otis mechanic to identify the component causing the problem.

By taking the guesswork out of troubleshooting, service interruptions are reduced dramatically.

Fast response.

If REM detects an urgent problem, it reports the condition to OTISLINE®, Otis' 24-hour communications center. When an OTISLINE representative receives word of a shutdown from the REM system, he or she alerts and dispatches an Otis mechanic immediately. REM service also includes free elevator phone monitoring.

Preventing callbacks.

REM's greatest benefit is identifying most potential problems before they occur. The REM system detects deteriorating components, identifies intermittent anomalies, notes the small nuisances that, until now, would have gone undetected until they became real problems. Intermittent problems are often fixed before they annoy you or your tenants.

Performance and service history

Another benefit of the REM system is e*Service. Available through Otis.com, e*Service provides maintenance customers access to their elevator performance and service history. Day or night, customers can access e*Service and keep track of their elevator's routine operation.

PDA Dispatching & Reporting

Each mechanic has a PDA cell phone that they use on a day-to-day basis in a variety of ways that helps to streamline continuity, efficiency, and service call response time.

Every time one of our mechanics arrives at your property, they must use their PDA to log into the building which records the time/date of the visit, and then log out while indicating what work was performed. Regardless of whether its your regular route mechanic logging in before performing preventative maintenance, or a different mechanic who is simply there answering a service call, everything is documented, each step of the way.

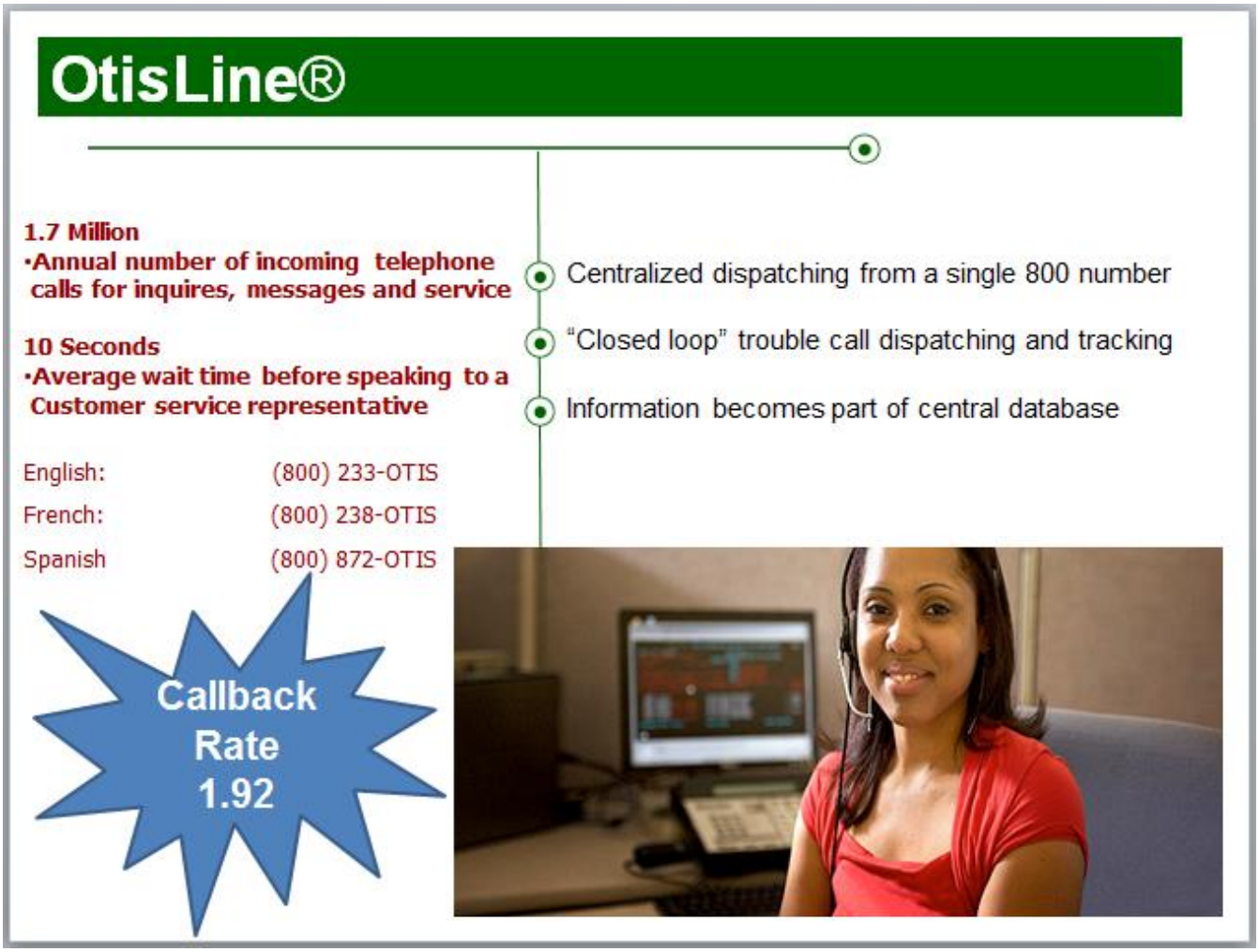
In addition to what's recorded, the PDA allows our local office, Otisline, or the customer, to call the mechanic directly in order for him/her to respond to a service call as fast as possible. At that point, the mechanic accepts the call and is thereby dispatched to the location to answer the call, all of which is recorded in our system. As a customer, you will have access to all of this information which helps to keep you as informed as possible.

Otisline

Our customizable 24/7 dispatching hotline, Otisline connects service calls directly to the mechanic best positioned to help answer the call. When placing service calls, Otisline is friendly, helpful, and quick to get on the line with an average hold time of <10 seconds. Each of the locations under Metro will have its own building ID number and associated information as it pertains to the site.

As an example, when placing service calls for any properties under General Services, the caller (a Metro employee) must provide the dispatcher a password and work order number, otherwise the operator is not allowed to place the call, as per the direction of General Services. Each entity under Metro has the option to customize its own building screens in this way as to prevent miscommunication and other issues.

Otisline is also available direct to the elevator phone in the cab for entrapped passengers, should the unit shut down while riding. This service comes standard with all of our maintenance customers and is available free of charge.



OTISLINE® SERVICE

OTIS

Around-the-clock response because problems don't keep office hours.

OTISLINE Facts

Annual number of incoming telephone calls for inquiries, messages and service

1.2 MILLION

Average wait time before speaking to a customer service representative

9 SECONDS

Average time from customer call until the elevator or escalator is back in service

2 1/2 HOURS

Telephone numbers

English:	(800) 233-6847
French:	(800) 238-6847
Spanish:	(800) 872-6847

OTISLINE Service

- No matter where you are in the U.S. or Canada, you can call OTISLINE® service when you have an elevator or escalator problem. A customer service representative is ready to respond quickly to your problem.
- Within minutes, a customer service representative can have a mechanic on the way to your building. Our service professionals are on call 24 hours a day, seven days a week to ensure a prompt professional response.
- If you have an Otis HANDSOFF® emergency telephone, you can program it to call OTISLINE automatically in emergency situations. Our customer service representatives are trained to respond professionally. For maintenance customers, no third party phone service is needed, saving you the cost of an additional service and related fees.
- In addition, OTISLINE logs all service calls into its database. You or your Otis representative can refer to this valuable building-history information at any time.

REM®

More and more Otis elevators are equipped for REM® on-site monitoring. REM equipment, located in the machine room, continuously monitors your elevator's performance. If it detects a need for service, the REM system automatically sends a service request to OTISLINE's REM Center. An OTISLINE representative will respond according to the terms of your Otis maintenance contract.

e*Service

e*Service gives you immediate information about the elevators and escalators in your building. With e*Service, you can access your building's elevator and escalator performance data and place service calls to OTISLINE through the internet.

Web-enabled Phones

Cellular phones with internet access enable your Otis mechanic to be in constant communication with OTISLINE. Your Otis mechanic can respond to a page right away with the web-phone.

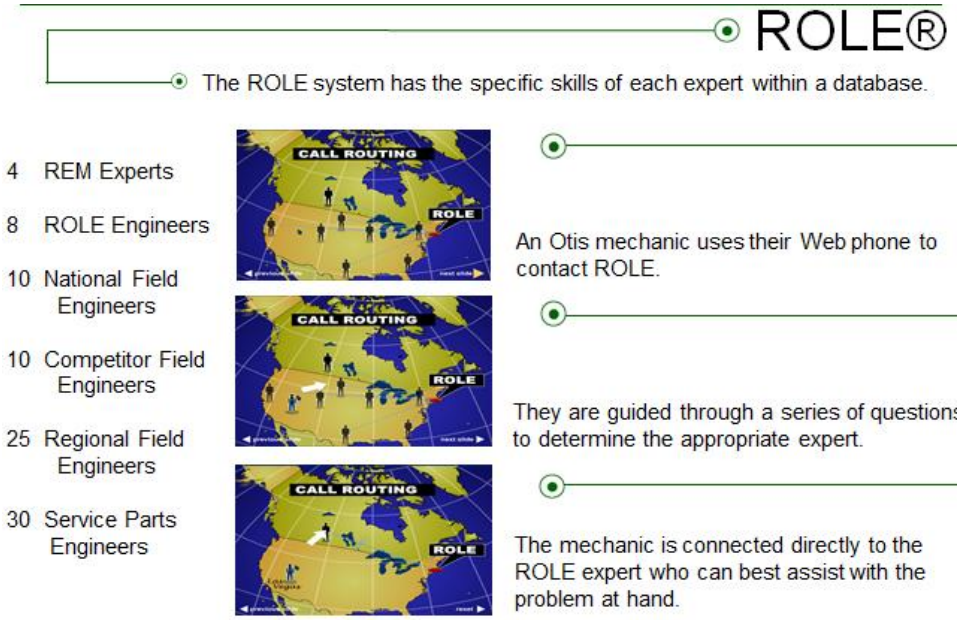
For more information on these and other services, please log on to www.otis.com or call us at (800) 441-6847 for an Otis office near you.

OtisROLE (Remote On-Line Expert)

While our local mechanics are very proficient in the service and repair of all the elevator brands most commonly found here in Nashville, they have access to OtisROLE in the event that troubleshooting assistance is needed. OtisROLE is a direct line to an elevator expert who specializes in the make and model of a specific brand, as to aid local mechanics during service calls.

The system allows for a mechanic to call the OtisROLE phone number at which point they will be dispatched to an expert, anywhere in the country, who can assist with the specific unit in question. Started in 1999, OtisROLE has become a dependable and trusted resource for our mechanics in the field, regardless of OEM.

When available, local field engineers may also be dispatched to the location for further assistance.



Otis Service Center & Local Warehousing

OSC (Otis Service Center) is our 200,000 sq. ft. facility up in Farmington, CT that houses a complete parts inventory of nearly every make and model elevator that exists. In the event that we are repairing an elevator and it is determined that parts must be ordered from OSC, they most often are received the next day as OSC ships 98% of all parts ordered in the same day. This means that not only do we have the parts for every make and model elevator, but we can also ship them with very quick turnaround as well.

In addition, we also hold commonly used spare parts here in our local warehouse off of Charlotte Avenue on the edge of downtown Nashville. Our route mechanics also have a few common spare parts on their person while performing maintenance, so in the event that parts are needed, we have resources available that are quick and efficient.

Otis and Non-Otis

- Otis Service Center (OSC) located in Bloomfield, CT
- Dedicated non-Otis Parts Support
  - Support Specialists
  - Recommendations for Part Upgrades
  - Microprocessor board repair and diagnostics
  - Major components always stocked for quick repair
  - Fills orders for overnight delivery for 30,000 part #'s, equals 95% of orders
- More than 37,000 lined-up parts in system - 15,000 for Non-Otis Equipment

Green Work Practices/Sustainability Initiatives

The Way to Green™

The Way to Green is about our commitment to continually move our company and our customers forward. At Otis, The Way to Green begins with Green thinking on a global scale. We encourage and enable our more than 60,000 employees worldwide to address the future positively and proactively. It is all a part of our end-to-end commitment to incorporating environmental awareness into everything we do.

Greener products
Reduced energy, enhanced performance. Our **elevators**, escalators and moving walkways incorporate smarter, green technologies to save energy and operating costs.

Manufacturing
Green processes for green products. At Otis, we manufacture our wide range of green solutions in the most environmentally friendly way possible.

Greener operations worldwide
Precise measurement, continual improvement. We are always working to reduce our environmental impact worldwide, from our water and energy consumption to greenhouse gas emissions.

Maintenance
Expert service, optimal performance. We deliver the maintenance services needed for reliable and efficient equipment performance.

Modernization
Customized solutions, exceptional results. We combine our expertise with innovative solutions to green existing properties for improved performance and reduced energy consumption

III. Firm & Team Qualifications

As previously stated, Otis Elevator Company is the world's oldest and largest since it began doing business over 160 years ago. During that time, not only has the elevator changed and evolved, but the methods taken to service and repair elevators have also developed throughout the years. After recording data on various elevators for decades, Otis finally developed its OMMS program which places procedural emphasis on a unit's type, make, model, manufacturer, installation date and most of all, usage.

When applying this model to the local Nashville market, we have been able to streamline our maintenance to best suit the most common OEM elevators in the area (Otis, Dover, Thyssen Krupp, Kone, Westinghouse, etc.), which our mechanics have become well versed on. In combination with our maintenance program, we not only keep the equipment running well, but keep good relationships with the state inspectors as to streamline inspections and prevent associated violations when possible. We thoroughly follow ASME A17.1 code compliance and any other requirements from the state of Tennessee.

As the incumbent, we are well aware of the expectations set forth by Metro at all levels of the agreement, from the local site supervisor, to the contract administrators. This understanding is crucial to keeping satisfactions levels high throughout the duration of the agreement, as each property needs/requires their elevator(s) to be used in varying ways. Whether it's the maintenance supervisor, the mechanic, or the account manager, all 3 critical Otis employees have strong communication with various individuals throughout Metro and all have helped to solve problems and perform work on a local individualized level.

Also, throughout the duration of our time in managing the Metro account, we have also simultaneously managed other large local accounts and demonstrated our flexibility in taking care of issues when they occur. With a focused, communications based approach, we don't just push buttons to solve problems, we tackle them head on with direct communication to the customer so that everyone stays in the loop until errors are corrected, be it Otis' responsibility or otherwise. Some examples of these local accounts are as follows: AT&T Tower (Batman Building), Omni Hotel, Loews Hotel, Country Music Hall of Fame, Meharry Medical College, etc. We also maintain units at UT-Martin, Johnson City Medical Center, Bristol Regional Medical Center, Blue Cross Blue Shield/Chattanooga in our surrounding areas.

As mentioned above, Otis is the oldest and largest elevator company in the world. Our financial strength is unrivaled and our global reach is the greatest in the industry. Otis has a footprint in more than 200 countries with over 64,000 employees while making nearly 12 Billion in revenue in 2015. For more information on our company as well as access to our 2015 Annual Report, please see the links below:

http://www.otisworldwide.com/d1-about.html

http://2015ar.utc.com/

Current Litigations

At present, we are not aware of any litigations in which Otis is the defendant as it pertains to the local Otis Nashville office.

Employee Licensing Violations

Otis is a signatory company of the IUEC (International Union of Elevator Constructors) and as such, all Otis technicians are IUEC members and must be considered members in good standing to work at Otis.

Otis Management Approach

The following information shows our team, experience, and expertise with regards to completing this scope. You will find our manpower availability, knowledge base, and years of experience are all shown below.

Company Overview

Our Branch structure will enable us to provide high quality service and timely delivery to the Metropolitan Government of Nashville. Otis Elevator Company is the world's largest company in the manufacture and service of elevators, escalators, moving walks and other horizontal transportation systems. Otis is a wholly owned subsidiary of United Technologies Corporation.

While global in scale, Otis performs with the spirit of a local service company. With nearly 130 branch offices, serving more than 350 North American towns and cities, Otis people are committed to safety and reliability. We've instituted the industry's most rigorous quality testing and have raised safety standards to an unprecedented level. Otis was founded in 1853 by Elisha Graves Otis in Yonkers, New York. The company was incorporated in 1898 in the State of New Jersey and is headquartered in Connecticut.

Regional Support Team

Jeff Duggan--Regional General Manager
Jeff Duggan has over 27 years of industry experience. He joined Otis in 2004 as general manager of Charlotte, NC operation. Prior to joining Otis, Jeff had a 16 year career in the industry, holding positions of increasing responsibility in sales, sales management, general management, and regional management. Jeff holds a Bachelor's Degree in Marketing from the University of Iowa. Currently, he provides leadership and direction for all new equipment, maintenance and modernization activity in Virginia, West Virginia, North Carolina, Tennessee, Louisiana, Mississippi, Arkansas, and Alabama.

Eric Barber - Regional Sales Manager
Eric has 28 years of industry experience, all with Otis. He joined Otis in 1988 as a Service Sales trainee and has held positions of increasing responsibility in sales, account management, general management, and regional sales management. Eric has a Bachelor's Degree in Economics from Duke University and an MBA from the Fuqua School of Business at Duke. He supports sales and project management efforts for new equipment, maintenance and modernization activity in Virginia, West Virginia, North Carolina, South Carolina, and Tennessee.

Mike Hopper--Regional Mod Manager
Mike Hopper has 33 years of industry experience. He joined Otis in 1982 as a New Equipment Representative selling, designing and elevatoring new buildings for new elevator and escalator installations. After serving 8 years as a new equipment representative, he held a position as a

branch manager and was then promoted to his current position as regional modernization manager. Currently, he provides leadership and direction for all modernization sales activity in Virginia, W. Virginia, N. Carolina, Tennessee, Louisiana, Mississippi, Arkansas, and Alabama.

Ken Allen –Regional Modernization Manager
Ken Allen Has over 42 years of industry experience. He joined Otis in 1984 as Construction Field Forman in Charlotte, NC and has held positions with Otis of increasing responsibility in Maintenance Supervisor, Modernization Supervisor, Regional Field Operations Manager, and National Modernization Manager. Currently, he provides support and direction for modernization activity in Virginia, West Virginia, North Carolina, South Carolina, Tennessee Florida and the Caribbean. Prior to joining Otis he worked for Dover Elevator as an installer and Field Forman.

Nashville Team

Diana Bartley--General Manager
Diana Bartley has over 31 years of industry experience. She joined Otis in 1998 as a service sales representative selling modernization, maintenance contracts, and repair. After serving 2 years as service sales manager with Otis, she held positions of increasing responsibility including service operations manager and branch manager. Currently, she provides leadership and direction for all new equipment, modernization, and service operations as a General Manager for the state of Tennessee.

Matthew Walker- Operations Manager
Matthew Walker has over 8 years of industry experience. He oversees the field operations in Tennessee with a concentration in Nashville for new equipment, maintenance and modernization.

Jared Thomas--Account Manager
Jared Thomas has over 4 years of industry experience. He provides customer support for all maintenance and modernization activities in the Middle Tennessee Region.

Field Technical Experience

Experienced Modernization and Field Technicians:

Service Technicians:

Eddie Dozier – 37 years in the industry
Brent Williams – 15 years in the industry
Brian Bolling- 10 years in the industry
Karl Jones - 11 years in the industry
Mark Boyd – 5 years in the industry

Construction/Modernization Technicians:

Scott Adams – 25 years in the industry
Russ Kump- 18 years in the industry
Kenny McGee – 18 years in the industry
Jermey Faulkner- 10 years in the industry
Zach Campbell – 10 years in the industry
Willie Jackson – 9 years in the industry
Adam Griffith – 9 years in the industry
Cody Mai – 12 years in the industry
D'Anthony Matthews – 11 years in the industry
Hunter Myatt – 1 year in the industry

Examiner/Adjuster:

Wendell Boston – 27 years in the industry
Don Nicholson – 27 years in the industry

All technicians have completed union requirements to progress from Helper to Mechanic, and receive continuous training:

On-the-job
Classroom
Field Education Articles
Computer-based
Interactive peer/supervisor
Technical Information Publications

In addition, you will receive Account Management by a professional Team:

General Manager – Diana Bartley
Maintenance Supervisor – Matthew Walker
Sales Representative- Jared Thomas
Route Mechanic – Karl Jones
Local Adjuster – Wendell Boston

Leadership Resumes

Terry Stepp – Regional Environmental Health & Safety Manager

Otis Elevator: 37 years elevator experience

- 19 years field experience
  - 2 years – Apprentice in construction, repair and service
  - 2 years – Adjustor's apprentice
  - 1 year – Temporary mechanic
  - 14 years – Route mechanic
- 7 years – Service Manager, Nashville, TN
- 2 years – Modernization Manager, Nashville, TN
- 10 years – NAA HQ Southern Region EH&S Manager, Nashville, TN (home office)
- Certifications & Pertinent Training
  - QEI Certified Elevator Inspector
  - MELT Trained
  - Otis Supervisor Trained
  - Team Building/Safety Training
  - Trained as World Auditor 2006
  - EESF – NEII Board of Regents alternate 2005-2015
  - NEIEP – JAC Committee Member 2004-2015 (3 times chairman & co chairman)

Diana Bartley – General Manager

Education

- Bachelors of Business Administration, Southern Methodist University – 1985

Industry Experience – 31 years

- 1985 – 1989 : Westinghouse Elevator Co., Dallas, TX
  - Account Manager – Service and New Equipment sales
- 1989 – 1998: Schindler Elevator Co. (Schindler acquired Westinghouse - 1989)
  - 1989-1990: Tulsa, OK – Territory Manager
  - 1990 – 1998: Philadelphia, PA – Sr. Account Manager
- 1998 – Present: Otis Elevator Company
  - 1998 – 2000: Philadelphia, PA – Account Manager
  - 2000 – 2002: Allentown, PA – Branch Manager
  - 2002 – 2006: Philadelphia, PA – Service Operations Manager
  - 2006 – 2013: Ft. Worth, TX – General Manager
  - 2013 – present: Tennessee – General Manager

Matthew Walker – Maintenance Supervisor

Industry Experience – 8 years
2008 – Present: Otis Elevator Company

- 8 years - Maintenance Supervision,
- 8 years – Service operations manager, Nashville, TN

Technical Education

- Otis Supervisor Trained
- OSHA 10 Certified
- 15+ Years Electrical Experience

Jared Thomas – Account Manager

Education

- Bachelors of Science in Business Administration, University of Arkansas – 2012

Industry Experience – 4 years

- 2012-Present: Otis Elevator Company, Nashville, TN
  - Account Manager – Service and Modernization Sales

Kimberly Barnes – New Equipment & Modernization Coordinator

Education

- Associates Degree – Criminal Justice, Community College of Beaver County, Monaca, PA – 1998
- Act 235 Theory and firearms qualification – 1998
- Internship Chippewa Police Department – Beaver Falls, PA 1998

Industry Experience

- Otis Elevator Company, Nashville, TN
  - 2007 – 2015: Administrative Assistant and New Equipment Coordinator
  - 2015 – present: New Equipment and Modernization Coordinator for the State of Tennessee

Field Personnel Resumes

Wendell Boston – Adjustor

Industry Experience – 34 years

- OSHA 10 Certified
- NEIP Certified Elevator Journeyman
- Electronics Specialist Tech. Degree – TN Institute of Electronics, Knoxville, TN
- EMR Chattnooga – 10 years
- EMR Autaugaville – 2 years
- Southeast Elevator -1 year
- Southern Elevator -1 year
- Montgomery – 4 years
- Otis Elevator Co – Chattoonga – 12
- Otis Elevator Co – Nashville - 4

Brent Williams – Mechanic

Industry Experience - 18

- NEIP Certified Elevator Journeyman
- Otis Elevator Company
    - Otis Elevator, Knoxville, TN – 8 years
    - Otis Elevator, Nashville, TN – 10 years
        - Route Mechanic – handles service route and large customer account repairs

Eddie Dozier – Mechanic

Industry Experience – 37 years

- QEI-1 Certified
- OSHA 10 Certified
- NEIP Certified Elevator Journeyman
- Capital City Elevator – 1 years – Helper
- Nashville Machine Company – 10 years – Mechanic
- Otis Elevator Company – 26 years
    - Route Mechanic
    - Construction Mechanic
    - Adjustor

Brian Bolling – Mechanic

Industry Experience – 11 years

- NJATC – Electrical Journeyman
- NEIP Certified Elevator Journeyman
- Kone Elevator Company – 1 year – Modernization Mechanic
- Nashville Machine – 4 years

- Otis Elevator Company – 7 years – Mechanic
- OSHA 10 Certified

Karl Jones – Mechanic

Industry Experience – 11 years

- NEIP Certified Elevator Journeyman
- Kone Elevator Company – 1 year – New Equipment, Mod, & Repair
- Nashville Machine – 6 year – New Equipment, Mod, & Repair
- OSHA 10 Certified
- TWIC Certified

Mark Boyd

Industry Experience – 18 years

- OSHA 10 Certified
- Otis Elevator (Kansas City) – 15 years
- Kone Elevator Company (Nashville) – 1 year
- Nashville Machine – 1 year
- Otis Elevator (Nashville) – 1 year

IV. Risk and Risk Mitigation

After examining the scope of the solicitation, in cohesion with our knowledge gained from being the incumbent, we have identified some risks that need to be addressed as a means of mitigating any possible issues as a result. They are as follows:

1. **Improved Team Communication** – As the incumbent, we have been working with Metro over the last 5 years to not only service and repair equipment when needed, but also communicate and collaborate on projects and issues when relevant. Being that Metro is a large account that is split amongst various individuals and organizations, communication and expectations are key to keeping a healthy, responsive, working relationship. Both Otis & Metro have had turnover in recent years under key positions related to the contract and as a result, we have learned how to keep adequate communication so that performance doesn't slip unnecessarily. Our actions to mitigate these risks are as follows:
   - Establish a consistent working relationship between the route mechanic, office staff, and each site contact/decision maker so that individual Metro employees can make decisions and requests about their property with relative ease
   - Set up a second contact person for each site as a backup
   - Have at minimum, monthly meetings with each property's decision maker to help mitigate future concerns and issues, which directly helps to keep up to date on any local site changes.
   - Plan major projects where at minimum, 2 Metro employees are advised of work to be completed and communication is established between all vendors involved

2. **Extensive Downtime/Obsolescence** – Otis elevator will work with the city to identify obsolete equipment and any situations in which repairs could take longer than anticipated. We will provide planning assistance with any units that are in immediate need to be addressed.

V. Reference Projects

1. **Metropolitan Government of Nashville/National IPA National Agreement**
   Contract Term = 2011 – 2016,
   Contract Name = For Elevator, Escalator, Lifts, Maintenance, Repair, & Related Services
   Current Billing Per Month = $18,558.81.
   Scope Info. = 136 units. 65 locations.
   Contact Person = Tyler Reid (General Services). tyler.reid@nashville.gov Work = 615-880-1786

2. **General Services Administration**
   Contract Term = 2016 – 2021
   Contract Name = GSA PBS–Regions 4678 (Elevator, Escalator, Maintenance & Repair)
   Current Billing Per Month = $35,000.00
   Scope Info. = 135 units. 37 locations.
   Contact Person = Christy Pearce. Christy.pearce@gsa.gov. Work = 816-823-2243

3. **OMNI Hotels & Resorts**
   Contract Term = 2007 – 2017.
   Contract Name = For Elevator, Escalator, Maintenance & Repair Services
   Current Billing Per Month = $238,397.17
   Scope Info. = 335 units. 40 locations.
   Contact Person = Nora Herrera (OMNI Hotels National Group).
   nherrera@omnihotels.com. Work = 972-871-5621

Request for Quotation 894517,2: Quote 956198

Title	**Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Amendment Date	**25-APR-2016 13:19:35**
Amendment Description	**#2: Adds language to the solicitation and provides answers to questions posed by vendors.**

Preview Date	**25-APR-2016 13:19:35**	Open Date	**25-APR-2016 13:19:35**
Close Date	**03-MAY-2016 14:00:00**	Award Date	**Not Specified**
Time Zone	**Central Time**		
Response Status	**Active**		

Your response has been submitted to:

Company	**Metro Govt Of Nashville and Davidson County**
Buyer	**BELL, LAQUITA**
Location	**Metro Govt Of Nashville and Davidson County**
Phone	**Not Specified**
Fax	
Email	**LaQuita.Bell@nashville.gov**

Your information is:

Your Company Name	**Otis Elevator Company**
Your Company Site	
Address	**901 Charlotte Avenue** **Nashville, TN 37203** **United States**
Contact Details	**aThomas, Jared**
Response Valid Until	

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1 Header Information

1.1 General Information

Title	**Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Description	**Full Service Elevator, Escalator, and Chairlift/Platform Lift Maintenance, Repair, Replacement, and Installation (New Construction)**
Amendment Date	**25-APR-2016 13:19:35**
Amendment Description	**#2: Adds language to the solicitation and provides answers to questions posed by vendors.**

Preview Date	**25-APR-2016 13:19:35**	Open Date	**25-APR-2016 13:19:35**
Close Date	**03-MAY-2016 14:00:00**	Award Date	**Not Specified**
Time Zone	**Central Time**	Buyer	**BELL, LAQUITA**
Quote Style	**Sealed**	Email	**LaQuita.Bell@nashville.gov**
Outcome	**Contract Purchase Agreement**		

1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**1 METRO SITE LOCATION | 1590 1 METRO SITE LOCATION | 1590 REFERENCE ADDR IN SOLICITATION United States**	Bill-To Address	**BILL TO: METRO PAYMENT SERVICES BILL TO: METRO PAYMENT SERVICES PO BOX 196301 NASHVILLE, TN 372196301 United States**
Payment Terms	**Net 30**	Carrier	
FOB	**Delivery**	Freight Terms	**Supplier Prepaid**
Currency	**USD (US Dollar)**	Price Precision	**Any**
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	**Not Specified**		

1.3 Requirements

RFP Solicitation (Selection) Method

Request for Proposal

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.

The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.

There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.

Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers **will not** be considered except as required by law.

Any response to this solicitation is a **formal waiver of any claims of confidentiality** regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a **Public Record** after an award is made.

RFP Solicitation (Selection) Method

The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.

.....

Target Value **.**

Type **No Response Required**

Solicitation Objective

The objective of this solicitation is to enter into an indefinite delivery/indefinite quantity (IDIQ) contract for a term of five (5) years.

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Target Value **.**

Type **No Response Required**

Solicitation Scope

Scope Summary

Metro is currently seeking a qualified supplier to provide Maintenance, Repair, & Related Services for Full Service Elevators, Escalators, & Chair/Platform Lifts.

Note: The specifications presented in the Scope Detail section of this solicitation are Metro Nashville's requirements. Participating Agencies nationwide will work with the Contractor to determine their specific needs and may sign a supplemental agreement to document their requirements.

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Target Value **.**

Type **No Response Required**

NIPA Solicitation Introduction

The Metropolitan Government of Nashville and Davidson County, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) 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 National IPA's cooperative purchasing program. The Metropolitan Government of Nashville and Davidson County 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 National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $60 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though 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 competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

The Metropolitan Government of Nashville and Davidson County anticipates spending approximately $10 million over the full potential Master Agreement term for Elevator and Escalator Maintenance, Repair and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Elevator and Escalator Maintenance, Repair and Related Services purchased under the Master Agreement through National IPA is approximately $$25 million. This projection is based on the current

Solicitation Scope

annual volumes among the Metropolitan Government of Nashville and Davidson County, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

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Target Value **.**

Type **No Response Required**

Scope Detail

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Target Value **.**

Type **No Response Required**

The intent of this solicitation is to provide maintenance, repair, replacement, and installation for full service elevators, escalators, chairlifts, platform lifts, and other applicable equipment, including modernization services.

The successful offeror shall guarantee and furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, repairs, replacement, and installation of every description, including inspections, tests, and replacement of parts as herein specified for all equipment covered under this RFP.

A. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum 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 Metro.

Weekly

- Perform general inspection of machinery, drive sheaves, worm an gear, thrust and shaft bearings motor, brake rolleys, 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.
- 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.

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Target Value **.**

Type **No Response Required**

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, checks 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.

Solicitation Scope

- 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 commentators. Inspect commentators 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:
  a. Car ventilation system.
  b. Car position indicators.
  c. Direction stations.
  d. Hall and car buttons.
  e. Hall lanterns.
  f. 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, peform 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.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and perioding maintenance inpsections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; 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 legibibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

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Target Value **.**

Type **No Response Required**

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

Solicitation Scope

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.

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Target Value **.**

Type **No Response 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 or 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.

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Target Value **.**

Type **No Response Required**

B. Safety and Inspection

Solicitation Scope

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. A periodic inspection of the elevator, escalator, chairlift and platform lifts will be required by the ASME A17.1 Code, and only personnel who are familiar with the equipment shall perform the test. The Offeror shall periodically examine and test all safety devices. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of Tennessee. 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 Tennessee and/or Metro representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. The inspected equipment shall not be placed in service until all tests, checks, and adjustments are complete; and 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.

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Target Value **.**

Type **No Response Required**

C. Fireman'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

Solicitation Scope

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" postion, 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.

Dial down caller (phone).

D. 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.

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.

E. 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 within ten (10) business days. 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.

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Target Value **.**

Type **No Response Required**

F. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of of the User Agency, Monday through Friday, recognized holidays excluded.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an service technician report to the site of the emergency within one (1) hour after receipt of a request 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 pay in accordance with the Fair Labor Standards Act.

G. Repair Services

No more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for servicing, repairs, and replacement. 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 equipment was taken out of service, the reason why and what time the respective equipment is expected to be back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed:

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Solicitation Scope

Target Value **.**
Type **No Response Required**

a. 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.

b. 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.

c. 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.

d. Callback Service:

Is a request by owner/agent for the Contractor to go to a specific elevator, escalator, chairlift and platform lift to correct any problem and/or condition which needs attention before the next scheduled prevention maintenance visit.

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.

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Target Value **.**
Type **No Response Required**

H. Spare Parts

The Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned.

All repairs, parts replacement, or adjustments called for herein shall be performed in full compliance with ASME/ANSI A17.1 Safety Code for elevators and escalators, latest edition, including all amendments with applicable regulations of the state, city, and/or local authorities.

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

I. 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 User Agency's designated contact 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

Solicitation Scope
shall provide as-built drawings of modifications. **J. 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 any and all such technical materials already at its disposal available to Offerors to examine. Such examination by Offerors shall take place at the job site only. It is the Offerors 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. Any and all drawings and wiring diagrams furnished to the Contractor by Metro or a non-Metro agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of Metro 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. ..... Target Value **.** Type **No Response Required**
K. Replacement and New Construction Installation The Contractor shall provide all labor, tools, materials, equipment, and supervision required to perform all replacement and new construction installation in accordance with all provisions of the solicitation and the ASME/ANSI A17.1 safety standards. A17.1 shall be used in conjunction with other volumes of ASME's A17 series of safety standards. Application of these standards shall be in compliance with applicable regulations of the state, city, and/or local authorities. The work will be accomplished on an individual purchase order/project basis. Each identified project will be negotiated based on estimated quantities to complete the work and by using unit prices in the contract. It is expressly understood that the replacement parts and quantities set forth in the unit price spreadsheet are estimates only. The actual quantities will be established by Metro or non-Metro agencies using this contract. **Please refer to the attachment labeled "RFQ #894517 Additional Program Requirements" for further scope of work details.** **Please refer to the attachment labeled "National IPA Attachment A - Requirements for National Cooperative Contract" for further scope of work details.** ..... Target Value **.** Type **No Response Required**
L. ASME/ANSI A17.1 Safety Standards The Contractor shall support any future volumes and/or amendments to the latest editions that are established under ASME's/ANSI A17 series of safety standards upon award of the contract. Application of these standards shall be in compliance with applicable regulations of the state, city, and/or local authorities. ..... Target Value **Acknowledgement required.** ..... *Your response value:* We acknowledge ASME/ANSI A17.1 Safety Standards and will comply accordingly.
All proposers are required to acknowledge the attached Additional Program Requirements for this solicitation. ..... Target Value **Acknowledgement Required.** .....

Solicitation Scope

Your response value:
We acknowledge the attached Additional Program Requirements for this solicitation and comply accordingly. Document "RFQ #894517 Additional Program Requirements" is attached above.

As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before **Wednesday April 20, 2016 by 2:00PM CDT**. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.

You may contact ***LaQuita Bell*** at *615-862-6672* or ***laquita.bell@nashville.gov*** with questions regarding iSupplier or you may email iSupplier@nashville.gov . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.

Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.

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Target Value **.**
Type **No Response Required**

Replacement & New Installation Clauses

LICENSING REQUIREMENTS

Offeror must comply with all of the provisions of the **Contractors Licensing Act** of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. The prime contractor is required to be licensed whenever the total project is $25,000 or more. In addition, contractors and subcontractor's performing the mechanical, plumbing, HVAC, electrical (including geothermal heating and cooling), and roofing must be licensed when their total portion is $25,000 or more; with the exception of masonry subcontractors, and they are not required to supply license information until the total portion is $100,000 (total cost includes materials and labor). Offeror must comply with all specific licensure requirements of the Tennessee Department of Environment and Conservations (TDEC).

Failure to include the required licensure information will result in an offer being deemed nonresponsive.

Acceptable State of Tennessee license classification(s) for the project include those identified below.

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Target Value **.**
Type **No Response Required**

BC-17 - Building Construction (Elevators, Escalators, & Dumbwaiters)

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Target Value **.**
Type **No Response Required**

Enter your Tennessee Contractor's License Classification(s) and any Sub-Classification(s) if you are not licensed at the full classification(s). The procuring Metro department will make the determination if this sub-classification(s) is appropriate for the solicitation. If they deem the sub-classification not appropriate for the solicitation, then the offer will be deemed nonresponsive.

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Target Value **.**

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Your response value:
Tennessee Contractor's License Classification = BC-17 Unlimited.

Enter your Tennessee Contractor's License ID Number.

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Target Value **.**

Replacement & New Installation Clauses
..... *Your response value:* License ID Number = 00000334
Enter your Tennessee Contractor's License Expiration Date. ..... Target Value **.** ..... *Your response value:* Expiration Date = 10/31/2016
Enter your Tennessee Contractor's License Monetary Limit. ..... Target Value **.** ..... *Your response value:* Monetary Limit = Unlimited
Enter required licensing information for all subcontractors including name, classification(s), number, expiration date, and monetary limit. ..... Target Value **.** ..... *Your response value:* N/A
Bonds A Payment and Performance Bond will be required for each purchase order issued against the awarded contract for replacement of equipment in its entirety and new construction installation. Payment and Performance Bonds shall be submitted with the proposal (quote) for each scope of work and will be attached to the purchase order executed by Metro or a non-Metro agency. Documentation of bonds shall be in a format acceptable to Metro or a non-Metro agency. ..... Target Value **.** Type **No Response Required**
Workforce Development The Nashville Career Advancement Center (NCAC), a member of the Nashville Construction Readiness Partnership (NCRP), is an entity operated by the Middle Tennessee Workforce Board (MTWB), through an agreement with Metro. NCAC will serve as a required point of contact in the identification of available workers for construction projects where contractors will actively hire for both new and replacement employment opportunities. The goal of NCRP is to ensure that Metro residents and low-income Metro residents are considered first for both new and replacement employment opportunities on Metro's construction projects. Working with the State of Tennessee, NCRP provides a searchable database to identify available skilled and unskilled construction workers. Employees searching for construction work will enter their information into this database. Offerors for this solicitation may search for needed workers by job classification and by residency. The State's Jobs4TN website is www.jobs4tn.gov. Information on database use and helpdesk contact information can be found at NCAC's website: www.NCACworkforce.org on the "Nashville Construction Readiness Partnership" page. ..... Type **No Response Required**
Sustainability

Replacement & New Installation Clauses

It is the policy of Metro to finance, plan, design, construct, maintain, and decommission its facilities and buildings to be sustainable.

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Target Value **.**

Type **No Response Required**

Standard Solicitation Requirements

Inquiries

All inquiries must be submitted by **Wednesday April 20, 2016 by 2:00PM CDT** using the online discussions feature of the iSupplier system.

Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.

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Target Value **.**

Type **No Response Required**

Pre-Offer Meeting

A pre-offer meeting will be held for this solicitation at ***Lindsley Hall in the University Room located at 730 2nd Avenue South Nashville, TN 37219 on Thursday April 14, 2016 from 9:00AM - 10:15AM CDT***

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If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone:

https://global.gotomeeting.com/join/164150533

You can also dial in using your phone.

United States +1 (571) 317-3122

Access Code: 164-150-533

If you are attending through GoToMeeting, you must email the buyer, LaQuita Bell at laquita.bell@nashville.gov, your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer.

Metro urges all prospective offerors to attend planned pre-offer meetings.

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Target Value **.**

Type **No Response Required**

Oral Presentations/Interviews

Metro reserves the right to conduct interviews with some or all of the offerors during the evaluation process. However, Metro may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Metro shall not reimburse the offeror/respondent/supplier/vendor for the costs associated with the interview process.

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Target Value **Acknowledgement Required.**

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Your response value:

We acknowledge Metro's right to conduct interviews with us and will comply accordingly.

Accurate Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.

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Target Value **.**

Type **No Response Required**

Standard Solicitation Requirements
Extraneous Information Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded. ..... Target Value **.** Type **No Response Required**
Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract. ..... Target Value **.** Type **No Response Required**
Ambiguity, Conflict or Other Errors in the Solicitation Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest. If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment. ..... Target Value **.** Type **No Response Required**
Validity of Offers All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner. ..... Target Value **.** Type **No Response Required**
Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests. ..... Target Value **.** Type **No Response Required**
Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility. ..... Target Value **.** Type **No Response Required**
Subcontractors/Subconsultants Offeror must enter **all** subcontractors/subconsultants on the appropriate form provided as part of the solicitation. The form should identify any Small and/or Service-Disabled Veteran (SBE/SDV) owned and Minority and/or Woman (MWBE) owned subcontractors/subconsultants and/or suppliers who will perform a portion of this project. The file should be attached to your response in Excel format and named "Subcontractor/Subconsultant Form".

Standard Solicitation Requirements

.....
Target Value **Attached Subcontractor/Subconsultant Form**

.....
Your response value:
We will acknowledge the Subcontractor's Form and comply accordingly. Document "Subcontractor's Form" is attached above.

Americans with Disabilities Act
Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

.....
Target Value **.**
Type **No Response Required**

Contractor Personnel Requirements
Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.

.....
Target Value **.**
Type **No Response Required**

Unauthorized Work
The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro.

.....
Target Value **.**
Type **No Response Required**

Insurance Requirements

Any offeror receiving an award shall be required to provide a Certificate of Insurance prior to execution of a contract.

The "Description" section must read as follows: **Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.**

In the "Certificate Holder" section it must readas follows: **Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.**

The following insurance(s) shall be required:

.....
Target Value **.**
Type **No Response Required**

· Professional Liability Insurance in the amount of one million ($1,000,000.00) dollars

.....
Target Value **.**
Type **No Response Required**

· General Liability Insurance in the amount of one million ($1,000,000.00) dollars (if the supplier will be making on-site delivery)

.....
Target Value **.**
Type **No Response Required**

Insurance Requirements
· Automobile Liability Insurance in the amount of one million ($1,000,000.00) dollars (if supplier will be making on-site deliveries) ..... Target Value **.** Type **No Response Required**
· Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.) ..... Target Value **.** Type **No Response Required**
Affidavits
Enter your City ..... Target Value **.** ..... *Your response value:* Nashville
Enter your County ..... Target Value **.** ..... *Your response value:* Davidson
Enter your State ..... Target Value **.** ..... *Your response value:* Tennessee
Enter your Zip Code ..... Target Value **.** ..... *Your response value:* 37203
Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065 ..... Target Value **Yes, I so affirm.** ..... Acceptable Values Yes, I so affirm. No and are non-responsive. ..... *Your response value:* Yes, I so affirm.
Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L.

Affidavits
4.28.020 ..... Target Value **Yes, I so affirm.** ..... Acceptable Values Yes, I so affirm. No and are non-responsive. ..... *Your response value:* Yes, I so affirm.
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; - To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; - Not to otherwise engage in discriminatory conduct; - To provide a discrimination-free working environment; - That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; - That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and - That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070 ..... Target Value **Yes, I so affirm** ..... Acceptable Values Yes, I so affirm No, and am non0responsive ..... *Your response value:* Yes, I so affirm
Affiant affirms that the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060 ..... Target Value **Yes, I so affirm.** ..... Acceptable Values Yes, I so affirm. No and are non-responsive. ..... *Your response value:* Yes, I so affirm.
It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080 ..... Target Value **Yes, I so affirm.**

Affidavits
..... Acceptable Values Yes, I so affirm. No and are non-responsive. ..... *Your response value:* Yes, I so affirm.
And Further Affiant Sayeth Not: Name of Company Officer: ..... Target Value **.** ..... *Your response value:* Jared Thomas
Title: ..... Target Value **.** ..... *Your response value:* Account Manager
The provision of false information is a material breach. ..... Target Value **Acknowledged.** ..... Acceptable Values Acknowledged. Our offer is non-responsive ..... *Your response value:* Acknowledged.
If the principal officer cannot so attest, the offer will be determined non-responsive. ..... Target Value **.** Type **No Response Required**
Evaluation Criteria
All submitted proposals should include the following on every page as a header and/or footer · **RFQ Number** · **RFQ Title** · **Proposer Name** · **Evaluation Criteria Section Title** · **Page Numbers** **Each PDF document should be named the Evaluation Criteria Section Title** . ..... Target Value **.** Type **No Response Required**
EVALUATION CRITERIA ..... Type **No Response Required**

Evaluation Criteria
Solicitation Acceptance Offeror must indicate acceptance of the final version of this solicitation as amended. Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive. ..... Target Value **Accept Final Version of Solicitation** ..... *Your response value:* We accept final version of solicitation.
Contract Acceptance Offeror must indicate your acceptance of the attached contract for this solicitation. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and labels as Contract Exceptions. If no exceptions to the contract are stated, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations. If exceptions to the contract are stated, evaluation scores will reflect Metro's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of Metro, the requested changes are unacceptable. ..... Target Value **Accept Contract as Presented** ..... *Your response value:* We accept contract as presented.
The awarded contract will be effective for the term specified in Section 1.3 Requirements, Solicitation Objective. However, nothing in this contract shall prohibit any other governmental entity from using this contract beyond the stated term to the extent such use is permissible under its procurement laws. ..... Target Value **Acknowledge and Accept** ..... *Your response value:* We acknowledge and accept.
Modification of Terms Acceptance Other Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and other Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract. ..... Target Value **Accept Modification of Terms** ..... *Your response value:* We acknowledge and accept.
National IPA (NIPA) National Cooperative Contract Acceptance The successful offeror will be required to sign Attachment A, Exhibit B, and the National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

Evaluation Criteria
..... Target Value **Accept Attachment A and Attach Response** ..... *Your response value:* We accept attachment A. Our response is attached in document "Otis Elevator - National IPA National Response"
Cost Criteria (30 points) Complete the attached "Exhibit A Bid Form and Exhibit B Bid Form" documents in its entirety and attach with your response to this solicitation. All yellow highlighted fields should be completed in order to be considered in the evaluation to award. The hourly rates listed on the forms shall be all-inclusive of labor, travel, and any administration or additional fees of service. ..... Target Value **Attach Cost Criteria** ..... *Your response value:* We accept the cost criteria evaluation criteria. Our response is attached in document "Otis Elevator - Bid Submission Documents". Documents labeled "Otis Elevator - Exhibit A Bid Form" and "Otis Elevator - Exhibit B Bid Form" are also attached above for further information.
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates. This Maximum Percentage of Escalation will be for Years 2-5 of the contract term. Note, the escalation is not applied to the Offeror's Percentage Discount for Parts and Materials, as that percentage will remain the same over the life of the contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. The Total Maximum Contract Value will be the price used in the evaluation to award on this RFP. This value is not representative of the actual contract value that may be awarded. **NOTE:** If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the pricing represented on the Exhibit A and Exhibit B Bid Forms, which also includes the percentage discount for parts and materials. ..... Target Value **.** Type **No Response Required**
National Rates The Offeror must complete Exhibit C - National Rates in its entirety and attach with your response to this solicitation. Enter the rate of adjustment percentages from the Metro Nashville Provided Prices for each state and its respective metro areas defined in the spreadsheet. **Note:** The Metro Nashville provided Prices are the rates provided in Exhibits A & B Bid Forms. Other participating agencies will apply these percentages for their appropriate labor rates. This is for informational purposes only and will not be evaluated. ..... Target Value **Attach National Rates** ..... *Your response value:* We accept the Exhibit C - National Rates form. Our response is attached in document "Otis Elevator - Exhibit C National Rates".
Project Approach and Process (25 points) Offeror shall demonstrate how the requirements and provisions of the scope of this project will be implemented. Offeror shall demonstrate knowledge of the project objectives/goals and existing conditions/assumptions, identify potential issues/challenges, your approach to minimizing any disruptions to performance, and present a comprehensive plan for completing the specified work in accordance with the scope. Offeror shall demonstrate efficient use of manpower, material resources, equipment, and technology necessary for completing the project efficiently within the constraints outlined in the scope.

Evaluation Criteria
The purpose of the Green Procurement Initiative (GPI) is to assist Metro with implementation strategies to prevent waste and pollution by considering environmental impacts along with price, performance, product safety, and availability when evaluating solicitation offers. Describe your firms policies for ensuring that this project will be environmentally friendly. ..... Target Value **Attach Project Approach and Process** ..... *Your response value:* We accept the project approach and process evaluation criteria. Our response is attached in document "Otis Elevator - Bid Submission Documents".
Firm & Team Qualifications (20 points) Demonstrate your firm's knowledge in the provision of services related to the project. Demonstrate your firm's related project experience. Demonstrate your firm's financial and manpower capacity to perform work. List all current litigation(s) in which your firm is a defendant (not the legal details). List all employee licensing violations during the past five (5) years. Clearly define your project team's organizational structure including defined responsibilities (include subcontractors/subconsultants) and location for duration of the project. Demonstrate relevant experience of proposed team members. Resumes of "key" individuals should be submitted as attachments. Explain unique team experience, expertise, and/or approach for completing the project. Explain approach to maintaining positive daily working experience with Metro. Provide information, which documents your firm's subcontractors'/sub-consultants' qualifications to produce the required outcomes. Include the subcontractor's ability, capacity, skill, financial strength and number of years of experience in providing the required services. ..... Target Value **Attach Firm Qualifications** ..... *Your response value:* We accept the firm & team qualifications evaluation criteria. Our response is attached in document "Otis Elevator - Bid Submission Documents".
Risk and Risk Mitigation (10 points) Offeror must provide a list of the risks involved with completing this project within the timelines detailed in the scope of services. Each risk must have an explanation of how the offeror will mitigate that risk. ..... Target Value **Attached Risk and Risk Mitigation** ..... *Your response value:* We accept the risk & risk mitigation evaluation criteria. Our response is attached in document "Otis Elevator - Bid Submission Documents".
Reference Projects (15 points) Demonstrate ability to perform similar projects on-time and on-budget. Detail experience on a minimum of three (3) projects of similar scope. Identify when the work was completed (preference is given to more recent projects of similar scope). Include the following: Company/agency/department/office for which performed Dates of project, Type of project, Dollar value Owner contact information for the listed projects, including an email address that can be used as reference verification. Bad contact information and/or non-responsive references will be reflected in the scores.

Evaluation Criteria
..... Target Value **Attach Reference Projects** ..... *Your response value:* We accept the reference projects evaluation criteria. Our response is attached in document "Otis Elevator - Bid Submission Documents".

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Exhibit B - Bid Form	File	To be used for the provision of replacement and new installation rates.
Exhibit A Bid Form	File	To be used for the provision of maintenance and repair rates.
RFQ #894517 Amendment #1	File	The National IPA (NIPA) National Cooperative Contract Acceptance language of the Evaluation Criteria section has been revised.
National IPA Requirements for National Cooperative Contract	File	Attachment A & its accompanying exhibits
Subcontractor Form	File	
RFQ #894517 Additional Program Requirements	File	
Exhibit C - National Rates	File	National Rate of Adjustment
RFQ #894517 Amendment #2	File	
Elevator Locations - General Services	File	Per Amendment #2

1.4.2 Supplier Attachments

Name	Data Type	Description
RFQ #894517 Additional Program Requirements	File	RFQ #894517 Additional Program Requirements
Otis Elevator - Subcontractor's Form	File	Otis Elevator - Subcontractor's Form
Otis Elevator - Bid Submission Documents	File	Otis Elevator - Bid Submission Documents
Otis Elevator - Contractor's License	File	Otis Elevator - Contractor's License
Otis Elevator - Exhibit A Bid Form	File	Otis Elevator - Exhibit A Bid Form
Otis Elevator - Exhibit B Bid Form	File	Otis Elevator - Exhibit B Bid Form
Otis Elevator - Exhibit C National Rates	File	Otis Elevator - Exhibit C National Rates
Otis Elevator National IPA National Response	File	Otis Elevator National IPA National Response
Otis Elevator - Small Business Utilization Supplier Plan	File	Otis Elevator - Small Business Utilization Supplier Plan

1.5 Response Rules

This negotiation is governed by all the rules displayed below.

- ☐ Negotiation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments

- [X] Suppliers are allowed to provide multiple responses
- [ ] Buyer may close the negotiation before the Close Date
- [X] Buyer may manually extend the negotiation while it is open

Contract Terms and Conditions

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
- ***The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation.***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

Metro is currently seeking a qualified supplier to provide Maintenance, Repair, & Related Services for Full Service Elevators, Escalators, & Chair/Platform Lifts.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in

the Metropolitan Clerk's Office. The Contract Term will end [INSERT END DATE, IF A 5 YEAR TERM THE NEXT TWO SENTENCES ARE NOT NEEDED] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $[Agreement Amount]. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission

or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Professional Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

????

7.3. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or

renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

General. CONTRACTOR and its Agents shall access, use, and disclose METRO information only when it is

necessary to perform CONTRACTOR's obligations as required under this Contract. Additionally, CONTRACTOR shall not use, authorize to use, or disclose METRO information for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of CONTRACTOR or for any commercial exploitation, unless otherwise agreed to in writing by METRO. CONTRACTOR and its Agents shall maintain the confidentiality of any METRO information and shall not disclose it other than to persons in its organization who have a need to know and who are bound by a duty of confidentiality no less protective to METRO than this Contract.

Return/Destruction of METRO Information. Upon termination of this Contract or upon METRO's request, CONTRACTOR shall:

- Immediately cease to access and use METRO information per METRO's request, or, if due to termination of this Contract, cease to access and use METRO information received pursuant to or otherwise related to the terminated Contract;
- Return to METRO, or destroy, such sensitive information and all copies thereof within ten (10) days of METRO's request or termination of this Contract; and,
- Upon METRO's request, certify in writing to METRO that is has complied with its obligations set forth in this Contract.

To the extent that any METRO information is contained in archived data and return or destruction of the same according to this Contract is unduly burdensome, CONTRACTOR shall destroy such METRO information in accordance with CONTRACTOR's general information destruction policies, but in no event shall CONTRACTOR retain the archived METRO information for a period exceeding what is required under applicable law. If no such time period exists under applicable law, then CONTRACTOR shall not retain archived METRO information for more than one (1) year from METRO's request for destruction or return or otherwise the termination of this Contract.

Non-Disclosure Agreement. Disclosure to CONTRACTOR's Agents, employees, or subcontractors, or to the subcontractor's Agents or employees shall, at METRO's discretion, requires the responsible individuals to sign a METRO Non-Disclosure Agreement. CONTRACTOR shall also maintain a list of those to whom METRO information has been disclosed and shall, upon request, deliver to all METRO Departments for whom work is being performed by the CONTRACTO, and to the METRO Chief Information Security Officer, a copy of such list specifying the information disclosed, to whom it was disclosed, and the date on which such disclosure occurred. Notwithstanding any destruction of any METRO information any return of the METRO information to METRO pursuant to this Contract, CONTRACTOR, its Agents, employees, and subcontractors, and it s subcontractor's Agents or employees, shall continue to be bound by the obligations hereunder and in any Non-Disclosure Agreement they have signed.

Unauthorized Access. The unauthorized access, modification, deletion, or disclosure (collectively, "unauthorized disclosure") of any METRO information may be determined to be a material breach of this contract and/or result in criminal or civil liability. If Metro obtains a judgment against CONTRACTOR for such unauthorized disclosure, CONTRACTOR shall be liable to METRO for all of METRO's damages, costs, and expenses in connection therewith, including but not limited to the full cost of any remedial measures METRO undertakes in response thereto, and including all of its related attorneys' fees and expenses. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other relief from the court against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACOR shall supply METRO with an inventory of METO information that CONTRACOTR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.8. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.9. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR

embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.11. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.16. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.17. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.19. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.22. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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EXHIBIT A

RFQ#894517 Maintenance & Repair Elevators, Escalators, & Chair/Platform Lifts
Exhibit A - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award.
Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 184.00	Hourly Rate	500	$ 92,000.00
Certified Technician Rate - Outside Normal Hours (including weekends)	$ 368.00	Hourly Rate	250	$ 92,000.00
Certified Technician Rate - Emergency Call Out	$ 368.00	Hourly Rate	100	$ 36,800.00
Certified Technician Rate - Holiday Hours	$ 368.00	Hourly Rate	50	$ 18,400.00
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 147.00	Hourly Rate	500	$ 73,500.00
Helper Technician - Outside Normal Hours (including weekends)	$ 294.00	Hourly Rate	250	$ 73,500.00
Helper Technician - Emergency Call Out	$ 294.00	Hourly Rate	100	$ 29,400.00
Helper Technician - Holiday Hours	$ 294.00	Hourly Rate	50	$ 14,700.00
Preventative Maintenance Rate	$ 184.00	Hourly Rate	1000	$ 184,000.00
			TOTAL ANNUAL LABOR AMOUNT	**$ 614,300.00**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	0.00%	Percentage Discount	$ 100,000.00	$ 100,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 100,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 714,300.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.
Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.
Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against.

Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	5.00%
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ 645,015.00**	**$745,015.00**
3	**$ 677,265.75**	**$777,265.75**
4	**$ 711,129.04**	**$811,129.04**
5	**$ 746,685.49**	**$846,685.49**
	TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)	**$ 3,894,395.28**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	2
State guaranteed on-site response time for service calls *outside normal business hours* .	4
State guaranteed on-site response time for service calls during *holiday hours* .	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	1
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	2

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information

EXHIBIT A

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary)	To be determined based on final contract terms.

Ordering Methods	
Decribe available ordering methods - online ordering, order tracking, search options, order history, etc.	Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.

Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	Below is the Otis standard language for any service work completed under this contract. 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) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.

Holiday Schedule	
Define your holiday schedule in the yellow box provided.	Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

EXHIBIT A

RFQ#894517 Replacement & New Installation for Elevators, Escalators, & Chair/Platform Lifts
Exhibit B - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award.
Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)	$ 184.00	Hourly Rate	500	$ 92,000.00
Certified Technician Rate - Outside Normal Hours (including weekends)	$ 368.00	Hourly Rate	250	$ 92,000.00
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Helper Technician - Emergency Call Out	$ 294.00	Hourly Rate	100	$ 29,400.00
Helper Technician - Holiday Hours	$ 294.00	Hourly Rate	50	$ 14,700.00
Preventative Maintenance Rate	$ 184.00	Hourly Rate	1000	$ 184,000.00
			TOTAL ANNUAL LABOR AMOUNT	**$ 614,300.00**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)	0.00%	Percentage Discount	$ 150,000.00	$ 150,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 150,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 764,300.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.
Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.
Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against.

Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	5.00%
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ 645,015.00**	**$795,015.00**
3	**$ 677,265.75**	**$827,265.75**
4	**$ 711,129.04**	**$861,129.04**
5	**$ 746,685.49**	**$896,685.49**
	TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)	**$ 4,144,395.28**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	2
State guaranteed on-site response time for service calls *outside normal business hours* .	4
State guaranteed on-site response time for service calls during *holiday hours* .	4
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	1
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	2
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	2

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information

EXHIBIT A

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary)	To be determined based on final contract terms.

Ordering Methods	
Decribe available ordering methods - online ordering, order tracking, search options, order history, etc. (Please put N/A if this option is not applicable)	Otis provides multiple means by which its customers can keep track of the work being performed. The first of which is eService, which is an online reporting tool that keeps a record of any activity that occurs with your elevators. It will also send out event driven emails, should any key members of Metro rather receive those than access the website. We also have our Otisline 24/7 emergency line that the customer can call to place service calls, check in-status calls, make specific building notes and information, etc. Information on both of these services can be found in the bid documents accompanying this bid form.

Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	Below is the Otis standard language for any service work completed under this contract. 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) days after the completion of work. Please note any warranties can be updated on a case by case basis upon award.

Holiday Schedule	
Define your holiday schedule in the yellow box provided.	Our Holiday Schedule: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

RFQ #894517 Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Exhibit C: National Rates

Rate of Adjustment

State	Precentage Increase/Decrease from Metro Nashville Provided Rates
Alabama (using Birmingham & Mobile metro areas)	0.00%
Alaska (using metro area of Anchorage)	25.00%
Arizona (using Phoenix & Tucson metro areas)	0.00%
Arkansas (using metro area of Little Rock)	0.00%
California (using L.A., San Diego, Fresno, & San Francisco metro areas)	25.00%
Colorado (using Denver & Colorado Springs metro areas)	10.00%
Connecticut (using Bridgeport & Hartford metro areas)	20.00%
Delaware (using metro area of Wilmington)	10.00%
District of Columbia	10.00%
Florida (using Tallahassee, Jacksonville, Orlando, Tampa, & Miami metro areas)	10.00%
Georgia (using Atlanta, Augusta, & Macan metro areas)	0.00%
Hawaii (using metro area of Honolulu)	25.00%
Idaho (using metro area of Boise)	0.00%
Illinois (using Chicago, Springfield, & Belleville metro areas)	15.00%
Indiana (using Indianapolis & Fort Wayne metro areas)	0.00%
Iowa (using Des Moines & Cedar Rapids metro areas)	0.00%
Kansas (using Wichita & Topeka metro areas)	0.00%
Kentucky (using Louisville & Paducah metro areas)	0.00%
Louisiana (using New Orleans & Shreveport metro areas)	0.00%
Maine (using metro area of Portland)	0.00%
Maryland (using Baltimore & Salisbury metro areas)	15.00%
Massachusetts (using Metro area of Boston)	20.00%
Michigan (using Detriot & Grand Rapids metro areas)	0.00%
Minnesota (using Minneapolis & St. Paul metro areas)	0.00%
Mississippi (using the metro area of Jackson)	0.00%
Missouri (using St. Louis, Kansas City, & Springfield metro areas)	0.00%
Montana (using metro area of Billings)	0.00%
Nebraska (using metro area of Omaha)	0.00%
Nevada (using Las Vegas & Reno metro areas)	0.00%
New Hampshire (using metro area of Concord)	10.00%
New Jersey (using Newark, Toms River, & Atlantic City metro areas)	20.00%
New Mexico (using Albuquerque & Santa Fe metro areas)	0.00%
New York (using N.Y., Syracuse, Buffalo, & Albany metro areas)	30.00%
North Carolina (using Charlotte, Raleigh-Durham, & Winston-Salem metro areas)	0.00%
North Dakota (using metro area of Fargo)	0.00%
Ohio (using Cincinnati, Columbus, Toledo, & Cleveland metro areas)	0.00%
Oklahoma (using Oklahoma City & Tulsa metro areas)	0.00%
Oregon (using Portland & Eugene metro areas)	10.00%
Pennsylvania (using Pittsburgh & Philadelphia metro areas)	15.00%
Rhode Island (using metro area of Providence)	10.00%
South Carolina (using Columbia & Charleston metro areas)	0.00%
South Dakota (using Rapid City & Sioux Falls metro areas)	0.00%
Tennessee	Rate of adjustment based off Metro Nashville Pricing
Texas (using Dallas, Ft. Worth, Austin, & San Antonia metro areas)	10.00%
Utah (using metro area of Salt Lake City)	0.00%
Vermont (using metro area of Burlington)	10.00%
Virginia (using Fairfax, Richmond, & Norfolk metro areas)	15.00%
Washington (using Seattle & Spokane metro areas)	25.00%
West Virginia (using metro area of Charleston)	0.00%
Wisconsin (using Milwaukee, Madison, & Green Bay metro areas)	0.00%
Wyoming (using metro area of Casper)	0.00%

Metropolitan Government of Nashville/National IPA – Elevator Maintenance

Small Business Utilization/Supplier Plan

Contractor:	Otis Elevator Company
Address:	Otis Elevator Company 901 Charlotte Avenue Nashville, TN 37203
Solicitation Number:	894517,1
Project:	Elevator, Escalator, Lifts Maintenance, Repair & Related Services
Item/Service:	Vertical Transportation
Date of Submission:	3 May 2016
Period of Performance:	1 July 2016 (or Award Date) – Base and all option periods

The following, together with any attachments, is hereby submitted as a Subcontracting Plan. Please note Otis will be performing 100% of all work utilizing in-house forces thus there is no opportunity for subcontracts associated with base contract work. As discussed the subject contract is a "Labor Based" contract which Otis will execute utilizing 100% in-house forces.

Otis is a contractor specializing in the installation, maintenance and servicing of vertical transportation equipment, all of which is considered specialty trade work. Thus, as previously stated all work will be performed utilizing in-house resources. Otis actively pursues and holds open accounts with Small and Disadvantaged Business suppliers regarding services that may be required throughout project execution (See Attachment A for a List of Potential Subcontractors), although our ability to implement these services is low to non-existent and depends on varying and/or changing site conditions. Otis values diversity and will strive to use Small and/or Disadvantaged Businesses as opportunities arise (Please see Attachment B for Otis/UTC Diversity Outreach Programs).

Unfortunately at this time the base contract holds no prospects for subcontracting services.

I.

A. The following percentages (expressed in terms of a percentage of total planned subcontracting dollar goals) list our proposed good faith effort in supporting small business as a result of this project – please note the below only applies to base contract services:

1.) Meeting Base Contracting Goals - % of Subcontracting: Zero 0

2.) Supplier Spend:	Dollars	Percentage
a.) Total SB Supplier Spend	$ TBD	TBD %

b.) Supplier Breakdown (Will be tracked as necessary during contract performance)

➢ Small Business Concern	$	0.00	0%
➢ Veteran Owned Small Business	$	0.00	0%
➢ Service-Disabled VOSB	$	0.00	0%
➢ HUB Zone Small Business	$	0.00	0%
➢ Small Disadvantaged Business $	$	0.00	0%
➢ Woman Owned SB	$	0.00	0%

Above values represent full purchase price from Otis to project suppliers
(**Indirect costs have not been included in the dollar and percentage subcontracting goals above**)

B. Description of suppliers or services to be subcontracted –

N/A – Otis will perform 100% of all base contract requirements using in-house forces.

C. Equipment/Materials/Services that maybe required during contract performance and will be provided by Small Business (Supplier Spend):

a. See Attachment A

D. Good Faith Efforts: The following method was used to develop subcontracting goals:

Otis reviews specifciations focusing on specfic equipment goals. Because Otis is the largest elevator manufacurer in the world, if our products/services meet specification requirements we perform 100% of all work in-house and look to suppliers for SB opportunities. We identify potential small business suppliers via the UTC master supplier network. To be considered a possible SB supplier all vialble vendors must met our Quality and EH & S standards in addition to providing valid certification. Please note UTC also has a Supplier Diversity Council that supports training, mentor prote'ge' and trade show opportunties.

II. The following individuals will administer the Otis' small business efforts for this project:

Primary:

Name: Jared Thomas

Address: Otis Elevator Company
901 Charlotte Avenue
Nashville, TN 37203

Telephone: (615) 254-3496

Title: Account Manger

Secondary:

Name: Tim Karp

Address: 6631 Executive Park Ct
Suite 206
Jacksonville, FL 32216

Telephone: 904-834-3607

Title: Strategic Account Executive

F. Reporting and Cooperation: Otis will maintain records consistent with the requirements of this plan and Company policies and procedures supporting implementation of local requirements. Otis will complete all requested reports and documentation as required by Nashville Metro/National IPA to support their efforts to adhere to the Small Business subcontracting/supplier plan.

Subcontracting Plan & Reporting of Subcontracting

a.) Otis Elevator Company agrees to cooperate in studies/surveys as applicable to our maintenance contract and deemed necessary by Nashville Metro/National IPA.
b.) Otis Elevator will submit periodic reports as applicable to our contract maintenance and deemed necessary by Nashville Metro/National IPA

We will follow all reporting requirements for a small business sub-contracting plan. We will cooperate in all studies and surveys. We will submit periodic reports as requested or advised. We will utilize the Electronic Subcontracting Reporting System by completing the Individual Subcontracting Reports and the Summary Subcontracting Reports as requested. We will provide all information including contract numbers, DUNS numbers and contact information of person(s) responsible for receipt and/or rejecting the Individual Subcontracting Reports. We will require and hold each subcontractor responsible for providing its contract number DUNS number and contact information for person(s) responsible for receipt and/or rejecting the Individual Subcontracting Reports.

G. Timely Payments: Otis will follow local requirements as applicable regarding payments to suppliers and subcontrators

This plan was submitted by:

Otis Elevator Company

Signed___Timothy J. Karp _____

Ttitle __Otis Elevator Strategic Account Executive____

Date_____3 May 2016 _____

Attached please find Attachments A and B identifying suppliers and supply chain management who may be used during project execution.

Attachment A

Historically when non-Otis parts, or hard to find parts are required Otis utilizes the following Small Business suppliers. Please note the below list represents a small portion of our Small Business Supply Chain:

Proposed Small Business Industry Suppliers:

- Concept Elevator (Cab, Entrance Frames)
- Innovation Fixture Company (Buttons)
- GAL (Door Equipment)

Please note the above companies/supplierswere identified via the UTC master supplier network that have met the Quality and EH & S standards in addition to providing the valid certification. UTC also has a Supplier Diversity Council that supports training , mentor prote'ge' and trade show opportunties.

Proposed Local Small Business Suppliers:

Tennessee Sheet Metal
Mr. Bubba Sugg
40 Fant Industrial Drive
Madison, TN 37115
Work – 615-870-1172

Tennessee Sheet Metal is a local small business in Middle Tennessee specializing in various sheet metal fabrication work. We most often utilize them to help wrap elevator doors and entrances for existing elevators, when applicable. If needed, we would work with them regarding any sheet metal work that Metro is interested in having completed.

John Bouchard & Sons Company
Mr. Michael Jackson
1024 Harrison Street
Nashville, TN 37203
Work – 615-256-0112

John Bouchard & Sons Company is a local small business that specializes in new equipment sales (mostly pumps and compressors), machine services, foundry products, and construction services. We most often use them for specialty machine and metal work that goes beyond the scope of what Tennessee Sheet Metal will do. Currently, we are utilizing them as our elevator platform installer on the Shelby Street Bridge elevator

modernization taking place now. If any specialty metal or machine work is needed, we would enlist their services to assist.

Tucker Grooving Specialist
Mr. Kevin Tucker
P.O. Box 728
Nicholasville, KY 40340
Work – 502-472-7714

Tucker Grooving is a small business that specializes in traction sheave grooving for traction elevator machines. In the event that Metro would need us to refurbish an existing traction elevator sheave, we would utilize their services to complete such work.

Southeastern Sound
Mr. Mike Pentecost
3745 Dickerson Pike
Nashville, TN 37207
Work - 615-812-3259

Southeastern Sound is a local small business that specializes in electronics/fire systems installation and maintenance. Should work with Metro require the services of electronics/fire systems, we will utilize Southeastern Sound for such work. Most recently, we have worked with them on the Metro E911 modernization project.

Specialty Electric Company LLC
Mr. Bill Harding
1004 Old Hwy. 46 South
Dickson, TN 37055
Work – 615-617-9734

Specialty Electric Company LLC is a local small business that employs local electricians here in the Middle Tennessee area to perform electrical services. Should we need quotes for electric work, we will utilize Specialty Electric for such jobs. Most recently, we have worked with them on the Loews Vanderbilt Hotel modernization project.

Southeast Electric
Mr. Rob
3155 Pleasant Grove Road
White House, TN 37188
615-430-8088

Southeast Electric Company is a local small business that employs local electricians here in the Middle Tennessee area to perform electrical services. Should we need quotes for electric work, we will utilize Specialty Electric for such work. Most recently, we have worked with them on the Metro E911 modernization project.

Clark Crane
Mr. Scottie Stevens
725 Calhoun Avenue
Nashville, TN 37210
Work - 615-636-3500

Clark Crane is a local small business that provides crane and lift services for our major repair and modernization projects and specializes in the service of moving and lifting heavy equipment. Should Metro request that we move heavy machinery and/or equipment to and from the top of tall buildings, we would use Clark Crane in those instances.

U.T. Elevator Repair, Inc.
Mr. Thomas Blue
17593 Winterhawk Trail
Jupiter, FL 33478
Work - 561-222-6814

U.T. Elevator Repair, Inc. is a small business that we utilize here locally to assist in the removal and installation of hydraulic cylinder plungers and complete jack replacement. U.T. Elevator Repair, Inc. specializes in cylinder work and we would use them locally to complete jack work if needed. U.T. has recently performed this type of work at the Metro Main Library in downtown Nashville.

S&S Installers
Mr. Jorge Sandoval
216 Savely Drive
Hendersonville, TN 37075
Work – 615-999-0963

S&S Installers is a small business that specializes in the removal and installation of flooring materials. With experience in tile, carpet, stone, etc., S&S is who we would utilize in the event that we needed to coordinate the work associated with new floors/flooring installations. We have most recently used them to install flooring at the Extended Stay Hotel in West End, Nashville.

Eye for Sewing
Ms. Dottie Cordle
293 Fergus Road
La Vergne, TN 37086
Work – 615-459-6080

Eye for Sewing is a small business that specializes in custom embroidery, alteration, and seamstress work. Not normally utilized for elevator work, we have most commonly used them to repair and sew together protective cab pads used for protecting the elevator cab interiors. In the event that Metro has older cab pads that simply need to be repaired or slightly altered, we would use Eye for Sewing in such occasions.

Patriot Elevator Group – *SDVOSB*
Mr. Fred Nichols
112 S. Keesey St
York, PA 17402
Work - 301-252-2692

Patriot Elevator Group is a Service Disabled Veteran Owned Small Business (SDVOSB) specializing in the elevator business. Patriot Elevator Group is a new elevator service company and is currently a candidate for the Otis Elevator Company Mentor Protégé program. Otis Elevator would rely on Patriot Elevator to provide QEI services if and when needed.

Attachment B

CLIENT DIVERSITY, SMALL BUSINESS PLAN AND SUB-CONTRACTING PROGRAMS

SUBCONTRACTING OPPORTUNITY PROGRAMS

Otis is a contractor specializing in the installation, maintenance and servicing of vertical transportation equipment, all of which is considered specialty trade work. Otis typically utilizes in-house resources but does subcontract in several countries. Otis actively pursues and holds open accounts with Small and Disadvantaged Business suppliers regarding supplies that may be required throughout project execution, however, actual ability to implement these services is low to non-existent, but Otis will strive to use Small and/or Disadvantaged Businesses as opportunities arise. Unfortunately at this time the base contract holds no prospects for subcontracting services.

Otis is an IUEC (International Union of Elevator Contractors) signatory company and thus we are bound by way of our collective bargaining agreement. Hence use of a subcontractor for services we perform utilizing 100% in-house forces is not likely, particularly regarding a service based contract. However Otis has and continues to improve its small business outreach and small business commitment through its supply chain.

As stated above whenever possible Otis self performs 100% of all work utilizing in-house forces. However when necessary additional building work may be needed to ensure code compliance Otis will take on subcontractors to perform specialty work. As you can see when achievable Otis always attempts to partner with small businesses.

Selection and Management of Subcontractors

If Otis determines that a subcontractor is needed, Otis will engage with the WPAFB to jointly determine the best possible subcontractor for the task. Wherever possible, Otis's first choice of sub-contract would be a pre-approved subcontractor that is recommended by the WPAFB or has previously performed contract work at a specific WPAFB location. That subcontractor will have to meet all of the WPAFBs requirements for access and work on site, agree to meet the safety requirements of the WPAFB and Otis, and will have to confirm proper license, insurance, and certifications, as required for the task.

Snapshot of Worldwide Supply Chain

- Global Manufacturing
- Distribution Centers
- Assembly at customer site
    - Standard throughout industry
        - Creates Challenge for Diverse Content Requirements
        - Meeting this Challenge
    - MWBE Team – (National Resource and Referral Site for Minority and Women Businesses)
        - www.MWBE.com
    - Mentor Protégé Program
    - Aggressive Recruiting of Diverse Talent
    - Internal Tracking

Otis is Leader in MWBE Commitment

- Otis's 2011 overall MWBE supplier spend of $40million
- Member -Minority Supplier Development Council (NMSDC)
- UTC striving to reach the Billion Dollar Round Table
- UTC - #11 in America's top 50 companies for Diversity (up from #12 in 2011)
- http://www.diversitybusiness.com/Resources/DivLists/2012/DivTop50/2012Div50C.htm

America's Top Organizations for Multicultural Business Opportunities

Rank	Top 50 Corporations	Rank	Top 50 Corporations
1	AT & T Inc.	26	Walgreens
2	Wal-Mart Stores, Inc.	27	Comcast Corporation
3	Northrop Grumman Corporation	28	Wells Fargo
4	IBM	29	Chrysler
5	Verizon	30	Johnson & Johnson
6	Cisco Systems, Inc.	31	General Motors
7	Office Depot Inc./OfficeMax	32	The Home Depot, Inc.
8	Raytheon Company	33	United Technologies
9	Apple Inc.	34	Nordstrom
10	Time Warner Inc.	35	Microsoft
11	Lockheed Martin	36	Avis Budget Group
11	Kroger	37	Pfizer
12	Boeing Company	38	Metlife
13	Toyota	39	Hospira
14	The Coca-Cola Company	40	Hilton Worldwide
15	United Parcel Service	40	MillerCoors
16	Altria	41	Turner Construction Company
17	PepsiCo Inc.	42	Ahold USA
18	Target Corporation	43	Bank of America
19	Hewlett-Packard	44	Capital One Financial Corporation
20	Blue Cross and Blue Shield Association	45	New York Life
21	Ford	46	Goldman Sachs
22	Colgate-Palmolive Company	47	Aflac
23	SuperValu Inc.	48	General Electric
24	Dell	49	ConAgra Foods Inc.
25	Pacific Gas & Electric	50	**Nestlé**

Otis MWBE Spend over the past years:

2006 ~$12M
2007 ~$35M
2008 ~$42M
2009 ~$44M
2010 ~$38M
2011~$40M

- UTC further diversifies supply base - corporate member of the Women's Business Enterprise National Council
- UTC does business with more than 600 U.S. women-owned suppliers, with a total combined spend of $653 million in 2011
- WBENC is a national non-profit organization that certifies women-owned businesses throughout the U.S., and is the nation's leading advocate of women-owned businesses as suppliers to corporations

MWBE Team

- Cross-functional-- Supply Management, Legal, Project Management, & Finance
- Committed to raising awareness of supplier diversity objectives and increasing our compliance with goals and requirements
  - Identify, Track, Develop MWBE Talent
  - Disclosure and collaboration with Customer
  - Program to Manage MWBE Project Implementation
  - Developed and manages Mentor-Protégé program

Mentor-Protégé Program

- Pairs talented MWBE supplier with established supplier in industry
- Assists MWBE supplier to learn elevator industry and become part of Otis' standard supply chain
- Meets intent of MWBE regulations & customer goals
- Provides Otis with new talent

We hope the above demonstrates our small business commitment and provides sufficient detail to properly evaluate Otis as the most capable contractor for your project.

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE

ID NUMBER 00000334
LIC STATUS ACTIVE
EXPIRATION DATE 10/31/2016

CONTRACTORS
CONTRACTOR
OTIS ELEVATOR CO

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

OTIS ELEVATOR CO.
901 CHARLOTTE AVENUE
NASHVILLE TN 37203-3403

9264991
303181

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

OTIS ELEVATOR CO.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 00000334
LIC STATUS: ACTIVE
EXPIRATION DATE: 10/31/2016

BC-17;

UNLIMITED

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name: **Otis Elevator Company**
Solicitation Title: **Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Solicitation Number: **894517**
Date: **5/3/2016**

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
Please see separate attachment labeled "Otis Elevator Small Business Utilization Supplier Plan" for subcontractor information.								Select	Select	Select	Select	Select			
								Select	Select	Select	Select	Select			
								Select	Select	Select	Select	Select			

Otis Response/Acknowledgment - National IPA Exhibit A – National Cooperative Contract

1.0 Scope of National Cooperative Contract

1.1 Otis Elevator understands and acknowledges how the "Principal Procurement Agency" will act as the "Master Agreement" and will be made available to other public agencies nationally, including state and local governments, public and private primary, secondary and higher education entities, non—profit entities and "Public Agencies" through National IPA's (NIPA) cooperative purchasing agreement. Otis will identify and assist any and all public agencies regarding registration with NIPA's cooperative purchasing program. Otis recognizes and agrees all transactions will occur directly between Otis (Supplier) and participating agency.

1.2 Otis will provide up-to-date marketing collateral for NIPA to use for marketing, sales. Otis will also provide access to and complete administrative support for NIPA and public agencies. Our detailed plan can be found in Section 3.3 Marketing and Sales. Otis will support and aggressively promote the NIPA agreement and benefits. Otis will work with NIPA's marking team targeting existing Otis' Public Agency business as well as New Public Agency business.

Otis will provide leads to NIPA Marketing as well as explore all leads provided by NIPA Marketing. Considering our robust history NIPA and Otis have an excellent working relationship and vetting process resulting in efficient/effective year over year growth. Otis will provide marketing collateral as well as provide images for electronic media. Otis will actively participate in tradeshows/conferences/meetings and provide training for NIPA's marketing team. Otis will also agree to meet with NIPA Marketing/Contracting quarterly in TN to discuss contract activity, hits/misses and how to improve Public Agency penetration. Otis will establish a monthly call for Otis offices and NIPA marketing team to discuss market trends/activity and discuss best practices. Please note Otis's NIPA team will assist on each individual contract providing oversight and direction to Otis local office team and support NIPA's marketing team on as needed basis. Otis' NIPA team will provide support including but not limited to generating new sales, resigning extended terms of current contracts, administration of existing contracts, oversight and interpretation as needed.

Otis acknowledges and agrees to the administrative fee of Contract Sales under the Master Agreement and will report all sales as required.

1.3 Otis acknowledges the $10M estimated dollar volume of purchases under the Master Agreement and believes this is very achievable. At present Otis' existing annual revenues under our NIPA contract are continuing to grow. Maintenance and service is essential; however implementation of modernization and new equipment should greatly boost annual sales. Note increasing sales via Modernization and New Equipment will require a team effort but will payoff in the long-run. Otis is very excited to be able to sell our products under the NIPA umbrella. An extensive listing/description of Otis modernization and new equipment products is available herein located in a separate attachment labeled New Equipment and Modernization products.

1.4 National IPA via the current "Principal Procurement Agency" is Otis Elevator's only cooperative purchasing agreement making it our exclusive contacting vehicle for any and all public agencies. This is beneficial for the Principal Procurement Agency and NIPA alike. Otis is the largest elevator/escalator manufacture in the world. We are also the largest elevator/escalator supplier/servicer in the United States. We have ~135 main offices located in 50 States. We also have satellite offices to provide coverage in remote or isolated areas. All offices and personnel are available to sell and service NIPA customers. Again Otis is very excited to continue our exclusive agreement with NIPA.

1.5 Otis understands the Objectives of the Cooperative Program and because of our existing relationship and business foundation our go to market strategy is already being used. If awarded Otis' intent is to revamp and improve our ability to utilize the NIPA contract in the public sector. Although Otis has successfully grown our NIPA portfolio we believe this is just the tip of the iceberg and prepared to aggressively sale and grow over the next 5 year term.

2.0 Representation and Covenants

2.1 Otis acknowledges required cooperate authorization and commitment to utilize NIPA and Principal Procurement Agency contract whenever possible through the life of the contract. Otis agrees to extend benefits and similarities of the PPA and NIPA agreement to any user as applicable.

2.2 Otis commits to similar and alike pricing however when a Public Agency utilizes a prescriptive specification or their own document Otis has the ability to price each individual 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.

2.3 Otis commits to aggressively market the Master Agreement for all existing and new Public Agency propositions. Otis will provide the following:

1. Actively train all 4 Otis regions – East, West, South, Midwest
2. Otis' NIPA team will setup and participate in –
    a. Regional NIPA Boot-camps
    b. Identify Key Sales Managers in each region
        i. Introduce Otis Regional sales managers to NIPA regional marketing teams and develop energetic sales program to utilize talents of both teams combined.
    c. Monthly update and prospecting calls
    d. Quarterly meeting in TN with NIPA and "Principal Procurement Agency"
    e. Otis' NIPA team will included an Executive Sponsor from Otis North America Management team. This sponsor will be work with and assist the assigned Strategic Account Manager to ensure complete continuity across the portfolio and potential book of business.
3. Otis sales associates will be compensated fairly and in a manner to incentivize full use of the NIPA contract.

3.0 Supplier Qualifications –

3.1 A Company

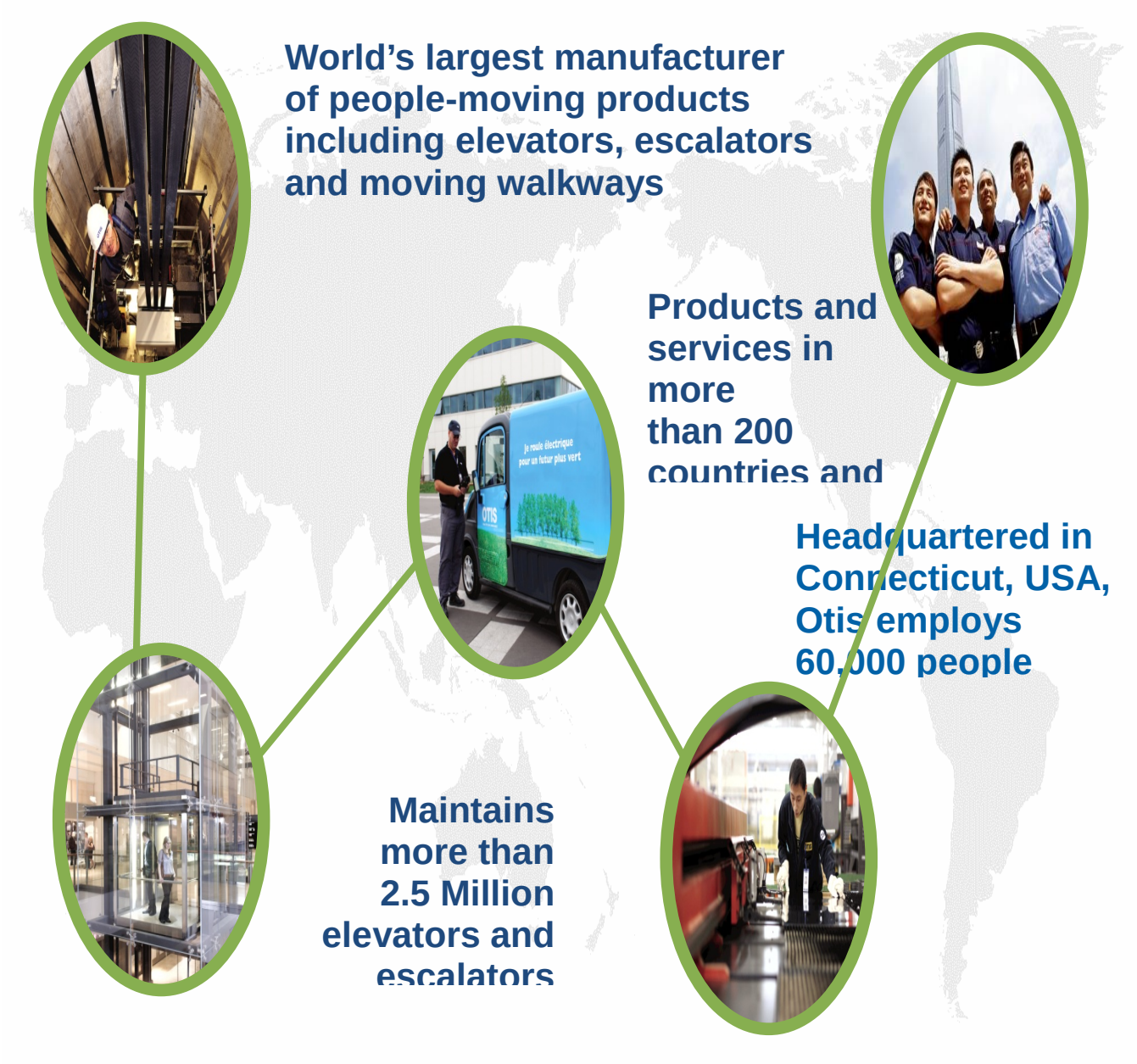
OTIS ELEVATOR COMPANY SNAPSHOT

Otis Elevator Company is the world's largest company in the manufacture and service of elevators, escalators, moving walks and other horizontal transportation systems. Otis is a wholly owned subsidiary of United Technologies Corporation.

Otis was founded in 1853 by Elisha Graves Otis in Yonkers, New York. The company was incorporated in 1898 in the State of New Jersey. Otis Elevator Company is headquartered at One Farm Springs in Farmington, Connecticut. Otis Elevator Company is the only major elevator/escalator manufactured based in the United States.

At present Otis Elevator Company employs approximately 60,000 people in more than 200 countries. There are approximately 2.5M Otis elevators and escalators in service worldwide today. Worldwide Otis estimates a service base of approximately 1.8M elevators and escalators of all makes and models on service worldwide.

Otis was founded on safety 163 years ago, with the introduction of the world's first passenger safety elevator. Upholding this tradition is key at Otis. We will not be satisfied until our workplace is safe from hazards, our employees are injury free, our products and services are safe, and our commitment and record in protecting the natural environment remain unmatched.



It is estimated that the equivalent of the world's population travel in Otis elevators, escalators and moving walkways every three days. Based on calculations from our parent company UTC, Otis elevators carry the equivalent of the world's population every nine days.

OTIS ELEVATOR COMPANY- OVERVIEW

OTIS WORLD HEADQUARTERS

Address:
10 Farm Springs Road
Farmington, CT 06032

OTIS NAA HEADQUARTERS

Address:
Jupiter FL – recently moved North America and South America operations to Jupiter FL.

OTIS SERVICE CENTER

Address:
212 West Newberry Road
Bloomfield, CT 06002

OTIS US MANUFACTURING

Address:
1500 Otis Way
Florence, SC 29501

OTIS HISTORY

Otis has changed the shape of the world. From humble beginnings in Yonkers, New York, to the worldwide industry leader it is today, Otis' long history is a testament to safety, service and performance.

Perched on a hoisting platform high above the crowd at New York's Crystal Palace, a pragmatic mechanic shocked the crowd when he dramatically cut the only rope suspending the platform on which he was standing. The platform dropped a few inches, but then came to a stop. His revolutionary new safety brake had worked, stopping the platform from crashing to the ground. "All safe, gentlemen!" the man proclaimed.

The man riding the hoist was Elisha Graves Otis, the founder and namesake of our company. With his safety brake, Otis literally started the elevator industry. His invention enabled buildings – and architects' imaginations – to climb ever skyward, giving a new and bolder shape to the modern urban skyline.

Mr. Otis sold his first safe elevators in 1853. Today, more than a century and a half later, Otis still stands as the world's leading Elevator Company, with more than 60,000 employees serving customers in nearly every country on earth. Thanks to their dedication, you can ride Otis equipment with confidence, knowing that it represents more than 150 years of experience in both safety and quality

OTIS MISSION STATEMENT

We intend to be the recognized leader in service excellence among all companies – not just elevator companies – worldwide. We will inspire our customers' total confidence through exceptional service that earns us 100 percent of their businesses, 100 percent of the time.

People	We believe the most important assets of the Otis Elevator Company go home at the end of every workday.
Safety	Millions of people around the world use Otis elevators and escalators every day without giving safety a second thought. For us, that's success. We understand that the safe way is the only way.
Quality	For more than 163 years, quality has made Otis the most trusted name in the industry.
Integrity	We must do the right thing every time, and run our business to the letter and spirit of the law. By acting ethically and honorably, we win the loyalty of our customers.

3.1 B-C Total number of locations and sales people –

OTIS AT A GLACE

While we manufacture, install, modernize and maintain elevators, escalators, and moving walkways, the heart of our business is problem solving. Whether a customer needs a sophisticated elevator system for the tallest building in the world or a simply lift for a two-story home, we are dedicated to providing the safest, most reliable solutions possible.

Otis at a Glance	
People	Approximately 60,000 employees, with 53,000 outside the United States
Revenue	US Net Sales $12.1 billion in 2012
Installed Base	Approximately 2.5 million Otis elevators and escalators in operation worldwide
Service Base	More than 1.8 million elevators and escalators serviced by Otis worldwide

Countries	Products offered in more than 200 countries and territories
Manufacturing	Major manufacturing facilities in the Americas, Europe and Asia

Otis North America by the numbers –

- Approximately 120 branches – this does not include Satellite Offices
- ~250,000 units on Service
- Approximately 7,000 Technicians in the field daily
- Approximately 10,000 Employees overall in North America

Each Otis Local office (Branches) is staffed similarly with the most common office structure being:

- General Manager
- Maintenance Supervisor
- Branch Sales Manager – Larger offices
- Sales Account Manager(s) (Sales staff depends on local office)
  - Least amount of account managers in one office is 2.
- Modernization Project Manager

3.1 D – Annual Sales for last 3-years

Year	Otis Revenues
2105	$11.9B
2014	$12.9B
2013	$12.5B

3.1 E – FEIN and Dunn and Bradstreet

Otis does not use D&B any longer and have provided you an Experian Report also please see Otis' Annual report attached in the body of this proposal.

3.2 Distribution, Logistics

3.2 A – Otis will utilize all local offices (branches) to distribute products/services nationwide. AS previously discussed Otis' US network is robust with over 120 local offices and also satellite offices there are no spots of the country we cannot provide service. In fact Otis holds open agreements with other OEM competitors to service equipment in areas they do not offer coverage. Backing up our local efforts will be our regional staff. Each local office rolls up to an Otis sub-region and region. Each Otis region has a staff including but not limited to:

- Regional Field Engineer
- Regional Modernization Technical Manager
- Regional Field Operations Manager
- Regional Sales Manager
- Regional Safety Manager
- Regional General Manager
- Regional Vice President

If awarded the project Otis Strategic Accounts will formally introduce and participate in regional NIPA events as well as the NIPA summit. We recommend

at the very least 1 regional Boot Camp in the first quarter of the new contract for each region. More on Otis' 90-day plan to follow…

3.2 B & C– Otis parts are procured and sent directly from Otis' in-house parts group called OSC (Otis Service Center). The Otis Service Center (OSC) located in Bloomfield, CT stocks over 37,000 components for a total of $17 million dollars in inventory.

The Otis Service Center is home to our own microprocessor board repair center. While most elevator companies rely on outside vendors for microprocessor repairs, Otis successfully repairs obsolete and damaged boards at the Otis Service Center. This minimizes the time locating a third party to provide repair or replace boards that can be unavailable. This will results in saving valuable time and increases up time of the elevator equipment.

OSC provides extended hours to accommodate overnight material orders for every region of the United States. Standard business hours from 7 am Eastern until 8 pm Pacific allows any Otis office in the continental United States to place overnight material orders. In addition to this service, OSC provides on call representatives that have access to obtaining parts after hours and on weekends for overnight shipments when the Service Center is closed. All of which provides our customers with prompt material deliveries to assure maximum operation time for their equipment.

Otis stocks commonly used parts on-site and in our local warehouse to minimize downtime of the equipment. Additionally, Otis will work with customers to identify critical elevators and escalators at each property and that require critical or special components stocked on-site. This process will be reevaluated regularly and inventories will be adjusted accordingly.

Parts Support

Otis and Non-Otis

- Otis Service Center (OSC) located in Bloomfield, CT
- Dedicated non-Otis Parts Support
  - Support Specialists
  - Recommendations for Part Upgrades
  - Microprocessor board repair and diagnostics
  - Major components always stocked for quick repair
  - Fills orders for overnight delivery for 30,000 part #'s, equals 95% of orders
- More than 37,000 lined-up parts in system - 15,000 for Non-Otis Equipment

Because of our size, Otis holds open procurement deals will all major supply house, we use OSC to our advantage and buying power, much like cooperative purchasing. If NIPA is interested in reviewing and seeing firsthand how efficient and effect OSC is at supporting our local offices we can arrange for a tour and facility visit.

3.2. D – Otis will handle any and all return/restocking fees on a case by case basis, however at this time we do not see where this is applicable.

3.2. E – Please see attached literature regarding Otis products and services submitted with our response.

3.3 Marketing and Sales

3.3 A – Upon award Otis Strategic Accounts will immediately notify Otis North America via e-mail blast and setup an internal call with all North American offices to discuss the new agreement.

Also Otis strategic accounts will hold individual calls with any and all Otis offices where current NIPA contracts are at risk because local Public Agencies would not resign or extend current contracts until Otis successfully was awarded a new multi-year NIPA agreement.

Because Otis and NIPA have an exclusive agreement in-place Otis executives and upper level management are very anxious to be awarded another potential 5-year term.

Upon award Otis Strategic Accounts will construct 5 different meetings –

- Strategic Accounts and Otis's Executive Sponsor will establish a meeting in Franklin with NIPA leadership – within the first 30-days after award.
    - In meeting Otis and NIPA will exchange all pertinent contact information as well as critical dates for future meetings.
    - We will map out efficient ways to contact Otis personnel
    - Otis and NIPA will discuss geographic areas where we both believe sales are lacking.
        - We will tentatively setup a Boot Camp Schedule
    - Otis will establish tentative meeting for the 1st contract year
    - Otis will discuss all of our products/services and how we are setup.
- Strategic Accounts will lead a meeting with applicable NIPA representatives in Otis' Eastern region. Depending on availability this meeting may be by phone/WebEx within the first 30-days after award.
- Strategic Accounts will lead a meeting with applicable NIPA representatives in Otis' Midwest region. Depending on availability this meeting may be by phone/WebEx within the first 30-days after award.
- Strategic Accounts will lead a meeting with applicable NIPA representatives in Otis' Southern region. Depending on availability this meeting may be by phone/WebEx within the first 30-days after award.
- Strategic Accounts will lead a meeting with applicable NIPA representatives in Otis' Western region. Depending on availability this meeting may be by phone/WebEx within the first 30-days after award.

3.3 B – 90 Day Plan after award

As previously discussed because Otis is currently working with NIPA ramp-up is not needed. As mentioned above in our response to 3.2 A Otis will immediately initiate meetings with NIPA executives and calls around the nation. The main goal is to promote the new contract, pointing to the new equipment and modernization components of the contract and building on momentum we have picked up over the past 2-years. Otis will open discussions with all areas of the country, but our focal point will be offices and/or regions where Otis/NIPA sales have been lacking or non-existent.

Over the past couple of years Otis and NIPA have identified parts of the country we have a lot of runway to pick up business. A lot of it is education and communication. This is something we acknowledge and will rectify in the next 5-year term if award the contract.

First 90 Days –

- 10-days after award - Notify the Field with an e-mail blast of the new contract sending out a new Executive Summary highlighting contract changes, NIPA website as well as contact maps for all NIPA representatives.
- 30-days after award Otis Strategic Accounts and executive sponsor will meet in TN to discuss the new contract with NIPA.
    - Otis and NIPA will discuss and agree upon annual meeting schedule including NIPA summit
- 30-days after award – E-mail notification to all existing Otis/NIPA customers informing them of the new contract again pointing out highlights of the new contract.
- 30 days after award – Work with NIPA and Otis Marketing to develop and finalize a co-branded press release. NIPA will post the new press release on its website.
- 30 days after award Otis will ask for its brand to be posted on the NIPA billboard portion of their site.
- 30 days after award Otis will update all executive level contact information for NIPA.
- 30 days after award Otis will provide names and contact information for all Otis Regional Sales Managers and a heat map illustrating areas of coverage for each.
- 90 days after award Otis Strategic Accounts will setup individual meetings to discuss Otis products/services with NIPA regional staff. We want to provide better training about Otis products/service and our culture, demonstrating why we are in the industry leader.
- 90 days after award establish a quarterly meeting with NIPA marketing and Otis Strategic Accounts

3.3 C – At present Otis's only "Public Agency" cooperative contract is with NIPA. Any and all Public Agency contracts have already been transitioned to the existing agreement. All customers that can be transitioned when they expire will be presented with NIPA as the only alternative to guarantee working with NIPA. All current NIPA contracts will continue "as is" with no intent to shift away from NIPA/Otis agreement. Note Otis views the NIPA contract as an "exclusive" agreement. We do not believe Otis or any other vertical transportation company can effectively service more than one Public Agency cooperative at a time. Otis vows to not pursue nor enter into any additional cooperative agreements as long as NIPA and Otis remain exclusive to one another.

3.2 D – Otis will provide NIPA with Otis company/Corporate logos for reproduction and use in its marketing materials. Otis further acknowledges it will request permission when and if it wants to use the NIPA logo.

3.3 E – Otis understands and acknowledges it is responsible regarding direct sales and will be proactive regarding initiating its own sales. Otis also recognizes and agrees to chase down all leads presented by NIPA Marketing. Otis Strategic Accounts will work with NIPA marketing to ensure a combined effort is used and exhausted to make certain the best outcome is realized. Otis's sales initiatives will include the following as a minimum:

- Description showing the Master Agreement was competitively bid and awarded by a Principle Procurement Agency.
- Best pricing practices were used and will be applied depending on customer specification
- There is no cost to participate
- Joining NIPA takes less than 15 minutes
    - Otis will provide the link to signup
- All contracts are non-exclusive

3.4 F – As started above in our 90 day initiative Otis will provide notification and training to all local offices (branches). Some office may require more than one training session. Otis and NIPA will discuss and agree upon potential boot camp locations and perform a minimum of 4 per year. Also Otis Strategic Accounts will hold a minimum of 2 nationwide calls per year to discuss NIPA with our field. Otis will also hold a monthly call with NIPA where any region/representative can call in and discuss what is working what is not, trouble spots and potential customers. Call participation will be solely up to NIPA representatives. Otis training will include the following

- Key features of the Master Agreement
- Working knowledge of the solicitation process
    - Examples of alike and similar jobs
- Detailed description of potential customers allowed to use NIPA

- Knowledge of how cooperative contracts work
- Definition of "Piggyback" contracting
- Access to all NIPA representatives

3.3 G- Otis Elevator Strategic Accounts will take lead and be responsible for-

- Marketing – Tim Karp – Shayna Pitman
- Sales – Tim Karp – Shayna Pitman
  - (note local office representatives will change based on geographic contract region)
- Sales Support – Tim Karp – Joe Leist – Shayna Pitman
  - All Otis regional staff will also provide support as needed
  - National and Regional Otis Teams will provide Modernization and New Equipment support as needed
- Financial Reporting – Otis Strategic Accounts, Customer Care and Otis North America Finance
- Contracts – Strategic Accounts and Otis Legal

It is important to note Otis will use a single (double) point of contact with Tim and Shayna as the NIPA Strategic Account team. NIPA will not have to navigate further than Tim and/or Shayna. Otis will make this a single point of contact for all NIPA business.

3.3 H As described above Otis Elevator Company's North American Sales Force is comprised of several levels; the day to day sales are handled at the local branch level (~120) in the US. Based on the size of a local office there a branch sales manager may exists to help with day to day sales. Otis North America is also broken down into regions and sub-regions each of which has dedicated Sales Managers calls RSM's, Otis' Regional Sales Managers rollup to their respective regional management who report to North America's Director of Marketing. Otis Strategic Accounts is in a separate vertical and report to the North America's Director of Marketing. Otis Strategic Accounts will take lead on all NIPA contracts.

Tim Karp – Strategic Accounts Executive will manage and spearhead Otis' NIPA team, the highest level sales person providing oversight on this contract will be:

Joe Leist –
Director of Strategic Accounts
1575 N SIDE DR-SUITE 460
ATLANTA, GA 30318
(404) 605-8408
joseph.leist@otis.com

Tim Karp – Primary POC
Strategic Account Executive
Government, Retail and Industrial
4801 Executive Park Court
Jacksonville, FL 32216
1-904-834-3607 (Office)
1-860-353-1130 (eFax)
1-301-628-8163 (Mobile)
Tim.Karp@Otis.com

Shayna Pitman – Secondary POC
Strategic Accounts - Inside Sales/Support
P.O. Box 109615 M/S 715-01
Palm Beach Gardens, FL 33410
561-796-6213
shayna.pitman@otis.com

3.3 I – Otis' sales teams will work with NIPA Sales team. The key to success is communication. Otis Strategic Accounts will open all communication channels and provide contact information for all local office including Regional Sales Managers and Branch Managers. Otis Strategic Accounts will invite NIPA to participate in sub-region meetings as well as any regional events. At present Otis has asked NIPA to send leads through our NIPA team. We can vet the opportunity and work to bridge any gaps between NIPA and local Otis office understanding of requirements.

Once NIPA as well as local Otis office representatives are familiar with each other the process and have a couple of successful experiences Otis Strategic Accounts will support the direct line of communication with a local office or branch. If a NIPA representative is not satisfied not pleased with any response, they can contact Otis Strategic Accounts for immediate resolution.

Otis is interested in growing our NIPA portfolio and will work to NIPA to the best of its abilities to insure complete satisfaction and compliance.

3.3 J - If awarded Otis will continue to handle all NIPA contracts through Otis Strategic Accounts. Otis Strategic Accounts will assist with all NIPA related issues and work to educate the local offices on how powerful this partnership and contract can be.

3.3 K – Overall Otis has done approximately $XXXM worth of sales in the public sector with NIPA in 2015. Top 10 current NIPA customers in 2015:

INFORMATION CONSIDERED COMPANY PRIVATE -

3.3 L – Please see information provided by Otis included in response to local or "Principle Procurement Agency" bid regarding e-service, otisline and event driven e-mails. Below is a snapshot, but Otis Elevator offers a variety of electronic interface options including but not limited to:

- Otis App –
  - Manage your elevators, setup a service call, see status, etc….
- Otis Eservice –
  - Reporting
  - Management
  - Placing a call
  - Paying a bill
- Otis link - Otis' internal work order interface system

3.3 M – Contract Sales – the below guarantee reflects total sales. As discussed before this is very difficult to confirm and verify, in particular, neither Otis nor NIPA can force a customer to use the cooperative. Recently we have seen some customers steer away from cooperative purchasing i.e. Commonwealth of VA. Otis lost a $xxK/month contract because the customer stated the state did not recognize cooperative purchasing. Both Otis and NIPA worked together to fight this but to no avail, the contract was lost. Nonetheless we can only provide our best guess and we will rely heavily on NIPA sales as well as the lead agency to assist with contracts as needed. If either NIPA and/or the lead agency do not fulfill their obligation Otis cannot be held to the below numbers, regardless Otis is confident in the strength of the contract and partnership and will guarantee the following total annual sales -

- $__3.0M_____.00 in Year One
- $__3.5M_____.00 in Year Two
- $__4.0M _____.00 in Year Three

3.3 N – Otis has and will continue to use the NIPA Master Agreement whenever possible, however if a bid is already let it does not make good business sense to provide a customer with NIPA pricing. As discussed and agreed numerous times in the past if a solicitation is already released we can try to use the NIPA contract however we as a supplier will be starting at a disadvantage. Otis has encountered these scenarios in the past and NIPA has agreed there is no benefit, if the customer refuses to use the Master Agreement to push the NIPA cooperative purchasing agreement. Otis will do its best to always use the Master agreement; it is in our best interest to do so. But when a

bid is released to the public and the owner will not consider cooperative purchasing as a viable solution the bid will be bid separately and sales will not be considered as part of the monthly rebate. Otis agrees to discuss these situations with NIPA as they arise, but does not anticipate we will see to many of them. Over the past 3 years we have only encountered this situation a few times.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

To: All Prospective Offerors

From: LaQuita Bell

Date: Monday, April 25, 2016

Subject: Amendment #2
RFQ #894517 – Elevator, Escalator, Lifts Maintenance, Repair & Related

Acknowledge receipt of the amendment with your offer. Failure to do so may subject the prospective offerors to disqualification. This amendment forms part of the above-mentioned procurement and clarifies the previously issued.

I. SOLICITATION SCOPE UPDATES:

The following language will be added to the solicitation for prospective proposers to accept and acknowledge as follows:

"The awarded contract will be effective for the term specified in in Section 1.3 Requirements, Solicitation Objective. However, nothing in this contract shall prohibit any other governmental entity from using this contract beyond the stated term to the extent such use is permissible under its procurement laws."

II. QUESTIONS AND ANSWERS

Questions and Answers, new, are part of this Amendment:

1. **Q:** Are respondents required to provide national coverage?

   A: *Please include in your proposal the geographic areas in the United States that you are able to service. Offerors will be evaluated on their ability to meet the requirements of the RFP, including the national cooperative contract requirements.*

2. **Q:** Does METRO require awarded vendor to participate in NIPA?

   A: *Metro Nashville is partnering with National IPA, the national program is part of the requirements of the RFP and responses to the RFP are evaluated in whole based on the requirements of the RFP.*

3. **Q:** May respondents take exception to NIPA's requirement to make NIPA "primary go-to market strategy?"

   A: *Yes, please include Offeror's proposed modified language.*

4. **Q:** Will the above exception penalize respondent?

   A: Exceptions are discussed and negotiated with offerors to develop mutually agreeable language.

5. **Q:** Estimated contract spend was $25 Million in 2011. Estimated spend is $10 Million in 2016. How much is elevator contract spend through NIPA? (2011, 2012, 2013, 2014 and 2015)

   A: *The Metro Nashville historical contract sales volume is:*

July 2011 - June 2012	*$150,000*
July 2012 - June 2013	*$3 mil*
July 2013 - June 2014	*$3.6 mil*
July 2014 - June 2015	*$4 mil*

6. **Q:** How much revenue does METRO currently receive for being the sponsoring agency? (2011, 2012, 2013, 2014 and 2015)

   A: *This information is not readily available and is not relevant to preparing a proposal for this solicitation.*

7. **Q:** What is the current monthly billing rate for METRO maintenance?

   A: *The latest contract amendment included the following rates:*

Index for Material Rates & Labor Rates	
Material (30%)	205.50
Labor (70%)	71.803

Contractual Hourly Billing Rates				
	Current Mechanic	Current Helper	New Mechanic	New Helper
Straight Time (regular business hours)	$154.00	$102.00	$155.54	$103.02
Time and 1/2 Rates (M-F outside regular business hours)	$230.00	$154.00	$232.30	$155.54
Double Time Rates (weekends and holidays)	$307.00	$205.00	$310.07	$207.05

8. **Q:** Is there a requirement for a minimum office staff or number of service technicians for METRO's account?

   A: *There would not be a minimum requirement, but all work is to be performed in accordance with the solicitation and utilizing safe work practices and in accordance with American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version.*

9. **Q:** How is monthly maintenance pricing determined? I only see hourly rates.

   A: *The hourly rates and percentage discount off MSRP for equipment parts will be used to determine the costs for all maintenance and repair services. Metro does not elect to pay a pre-determined monthly preventative maintenance fee.*

10. **Q:** How do hourly rates correlate with monthly maintenance rates?

    A: *Refer to answer provided to Question #9.*

11. **Q:** Is there an available itemized list of units currently up for bid?

    A: *Please refer to the attachment labeled Elevators Locations – General Services for the current itemized list of units. Please note that there will be additions and deletions throughout the life of the contract.*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

To: All Prospective Offerors

From: LaQuita Bell

Date: Monday, April 04, 2016

Subject: Amendment #1
RFQ #894517 – Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Acknowledge receipt of the amendment with your offer. Failure to do so may subject the prospective offerors to disqualification. This amendment forms part of the above-mentioned procurement and clarifies the previously issued.

1) The National IPA (NIPA) National Cooperative Contract Acceptance language of the **Evaluation Criteria** section has been revised to the following:

   "The successful offeror will be required to sign Attachment A, Exhibit B, and the National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response.

   Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA."

BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK

Request for Quotation 894517,1

Title	**Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Amendment Date	**04-APR-2016 07:45:31**
Amendment Description	**#1: Revision of language in the Evaluation Criteria Section of the Solicitation.**

Preview Date	**04-APR-2016 07:45:31**	Open Date	**04-APR-2016 07:45:31**
Close Date	**03-MAY-2016 14:00:00**	Award Date	**Not Specified**
Time Zone	**Central Time**		

Please submit your response online through iSupplier to:

Company	**Metro Govt Of Nashville and Davidson County**
Buyer	**BELL, LAQUITA**
Location	**Metro Govt Of Nashville and Davidson County**
Phone	**Not Specified**
Fax	
Email	**LaQuita.Bell@nashville.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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1 Header Information

1.1 General Information

Title	**Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Description	**Full Service Elevator, Escalator, and Chairlift/Platform Lift Maintenance, Repair, Replacement, and Installation (New Construction)**
Amendment Date	**04-APR-2016 07:45:31**
Amendment Description	**#1: Revision of language in the Evaluation Criteria Section of the Solicitation.**

Preview Date	**04-APR-2016 07:45:31**	Open Date	**04-APR-2016 07:45:31**
Close Date	**03-MAY-2016 14:00:00**	Award Date	**Not Specified**
Time Zone	**Central Time**	Buyer	**BELL, LAQUITA**
Quote Style	**Sealed**	Email	**LaQuita.Bell@nashville.gov**
Outcome	**Contract Purchase Agreement**		

1.2 Terms

Effective Start Date	**Not Specified**	Effective End Date	**Not Specified**
Ship-To Address	**1 METRO SITE LOCATION | 1590 1 METRO SITE LOCATION | 1590 REFERENCE ADDR IN SOLICITATION United States**	Bill-To Address	**BILL TO: METRO PAYMENT SERVICES BILL TO: METRO PAYMENT SERVICES PO BOX 196301 NASHVILLE, TN 372196301 United States**
Payment Terms	**Net 30**	Carrier	
FOB	**Delivery**	Freight Terms	**Supplier Prepaid**
Currency	**USD (US Dollar)**	Price Precision	**Any**
Total Agreement Amount (USD)	**Not Specified**		

1.3 Requirements

RFP Solicitation (Selection) Method

Request for Proposal

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.

The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.

There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.

Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers **will not** be considered except as required by law.

Any response to this solicitation is a **formal waiver of any claims of confidentiality** regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a **Public Record** after an award is made.

The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all

RFP Solicitation (Selection) Method

questions or communications concerning this solicitation.

.....

Target Value **.**

Type **No Response Required**

Solicitation Objective

The objective of this solicitation is to enter into an indefinite delivery/indefinite quantity (IDIQ) contract for a term of five (5) years.

.....

Target Value **.**

Type **No Response Required**

Solicitation Scope

Scope Summary

Metro is currently seeking a qualified supplier to provide Maintenance, Repair, & Related Services for Full Service Elevators, Escalators, & Chair/Platform Lifts.

Note: The specifications presented in the Scope Detail section of this solicitation are Metro Nashville's requirements. Participating Agencies nationwide will work with the Contractor to determine their specific needs and may sign a supplemental agreement to document their requirements.

.....

Target Value **.**

Type **No Response Required**

NIPA Solicitation Introduction

The Metropolitan Government of Nashville and Davidson County, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) 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 National IPA's cooperative purchasing program. The Metropolitan Government of Nashville and Davidson County 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 National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $60 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though 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 competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).

The Metropolitan Government of Nashville and Davidson County anticipates spending approximately $10 million over the full potential Master Agreement term for Elevator and Escalator Maintenance, Repair and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Elevator and Escalator Maintenance, Repair and Related Services purchased under the Master Agreement through National IPA is approximately $$25 million. This projection is based on the current annual volumes among the Metropolitan Government of Nashville and Davidson County, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

Solicitation Scope

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

.....

Target Value **.**
Type **No Response Required**

Scope Detail

.....

Target Value **.**
Type **No Response Required**

The intent of this solicitation is to provide maintenance, repair, replacement, and installation for full service elevators, escalators, chairlifts, platform lifts, and other applicable equipment, including modernization services.

The successful offeror shall guarantee and furnish all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, repairs, replacement, and installation of every description, including inspections, tests, and replacement of parts as herein specified for all equipment covered under this RFP.

A. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum 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 Metro.

Weekly

- Perform general inspection of machinery, drive sheaves, worm an gear, thrust and shaft bearings motor, brake rolleys, 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.
- 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.

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Target Value **.**
Type **No Response Required**

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, checks 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.

Solicitation Scope

- 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 commentators. Inspect commentators 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:
  a. Car ventilation system.
  b. Car position indicators.
  c. Direction stations.
  d. Hall and car buttons.
  e. Hall lanterns.
  f. 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, peform 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.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and perioding maintenance inpsections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; 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 legibibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

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Target Value **.**

Type **No Response Required**

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

Solicitation Scope

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.

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Target Value **.**

Type **No Response 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 or 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.

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Target Value **.**

Type **No Response Required**

B. 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

Solicitation Scope

the Agency Representative. A periodic inspection of the elevator, escalator, chairlift and platform lifts will be required by the ASME A17.1 Code, and only personnel who are familiar with the equipment shall perform the test. The Offeror shall periodically examine and test all safety devices. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of Tennessee. 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 Tennessee and/or Metro representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. The inspected equipment shall not be placed in service until all tests, checks, and adjustments are complete; and 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.

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Target Value **.**

Type **No Response Required**

C. Fireman'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" postion, remove key,

Solicitation Scope

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.

Dial down caller (phone).

D. 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.

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.

E. 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 within ten (10) business days. 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.

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Target Value **.**

Type **No Response Required**

F. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of of the User Agency, Monday through Friday, recognized holidays excluded.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an service technician report to the site of the emergency within one (1) hour after receipt of a request 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 pay in accordance with the Fair Labor Standards Act.

G. Repair Services

No more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for servicing, repairs, and replacement. 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 equipment was taken out of service, the reason why and what time the respective equipment is expected to be back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed:

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Target Value **.**

Type **No Response Required**

Solicitation Scope

a. 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.

b. 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.

c. 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.

d. Callback Service:

Is a request by owner/agent for the Contractor to go to a specific elevator, escalator, chairlift and platform lift to correct any problem and/or condition which needs attention before the next scheduled prevention maintenance visit.

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.

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Target Value **.**

Type **No Response Required**

H. Spare Parts

The Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned.

All repairs, parts replacement, or adjustments called for herein shall be performed in full compliance with ASME/ANSI A17.1 Safety Code for elevators and escalators, latest edition, including all amendments with applicable regulations of the state, city, and/or local authorities.

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

I. 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 User Agency's designated contact 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.

J. Drawing and Wiring Diagrams

Solicitation Scope

The Contractor shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make any and all such technical materials already at its disposal available to Offerors to examine. Such examination by Offerors shall take place at the job site only. It is the Offerors 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.

Any and all drawings and wiring diagrams furnished to the Contractor by Metro or a non-Metro agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of Metro 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.

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Target Value **.**

Type **No Response Required**

K. Replacement and New Construction Installation

The Contractor shall provide all labor, tools, materials, equipment, and supervision required to perform all replacement and new construction installation in accordance with all provisions of the solicitation and the ASME/ANSI A17.1 safety standards. A17.1 shall be used in conjunction with other volumes of ASME's A17 series of safety standards. Application of these standards shall be in compliance with applicable regulations of the state, city, and/or local authorities.

The work will be accomplished on an individual purchase order/project basis. Each identified project will be negotiated based on estimated quantities to complete the work and by using unit prices in the contract.

It is expressly understood that the replacement parts and quantities set forth in the unit price spreadsheet are estimates only. The actual quantities will be established by Metro or non-Metro agencies using this contract.

Please refer to the attachment labeled "RFQ #894517 Additional Program Requirements" for further scope of work details.

Please refer to the attachment labeled "National IPA Attachment A - Requirements for National Cooperative Contract" for further scope of work details.

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Target Value **.**

Type **No Response Required**

L. ASME/ANSI A17.1 Safety Standards

The Contractor shall support any future volumes and/or amendments to the latest editions that are established under ASME's/ANSI A17 series of safety standards upon award of the contract. Application of these standards shall be in compliance with applicable regulations of the state, city, and/or local authorities.

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Target Value **Acknowledgement required.**

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Provide your answer below

All proposers are required to acknowledge the attached Additional Program Requirements for this solicitation.

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Solicitation Scope

Target Value **Acknowledgement Required.**

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Provide your answer below

As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before **Wednesday April 20, 2016 by 2:00PM CDT**. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions.

You may contact ***LaQuita Bell*** at *615-862-6672* or ***laquita.bell@nashville.gov*** with questions regarding iSupplier or you may email iSupplier@nashville.gov . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.

Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.

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Target Value **.**

Type **No Response Required**

Replacement & New Installation Clauses

LICENSING REQUIREMENTS

Offeror must comply with all of the provisions of the **Contractors Licensing Act** of 1976 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101 et seq., and Section 62-6-119 as amended by 1997 Tennessee Public Act No. 153. Said Act and amendments are incorporated herein by reference. The prime contractor is required to be licensed whenever the total project is $25,000 or more. In addition, contractors and subcontractor's performing the mechanical, plumbing, HVAC, electrical (including geothermal heating and cooling), and roofing must be licensed when their total portion is $25,000 or more; with the exception of masonry subcontractors, and they are not required to supply license information until the total portion is $100,000 (total cost includes materials and labor). Offeror must comply with all specific licensure requirements of the Tennessee Department of Environment and Conservations (TDEC).

Failure to include the required licensure information will result in an offer being deemed nonresponsive.

Acceptable State of Tennessee license classification(s) for the project include those identified below.

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Target Value **.**

Type **No Response Required**

BC-17 - Building Construction (Elevators, Escalators, & Dumbwaiters)

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Target Value **.**

Type **No Response Required**

Enter your Tennessee Contractor's License Classification(s) and any Sub-Classification(s) if you are not licensed at the full classification(s). The procuring Metro department will make the determination if this sub-classification(s) is appropriate for the solicitation. If they deem the sub-classification not appropriate for the solicitation, then the offer will be deemed nonresponsive.

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Target Value **.**

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Replacement & New Installation Clauses
Provide your answer below
Enter your Tennessee Contractor's License ID Number. ..... Target Value **.** ..... Provide your answer below
Enter your Tennessee Contractor's License Expiration Date. ..... Target Value **.** ..... Provide your answer below
Enter your Tennessee Contractor's License Monetary Limit. ..... Target Value **.** ..... Provide your answer below
Enter required licensing information for all subcontractors including name, classification(s), number, expiration date, and monetary limit. ..... Target Value **.** ..... Provide your answer below
Bonds

Replacement & New Installation Clauses

A Payment and Performance Bond will be required for each purchase order issued against the awarded contract for replacement of equipment in its entirety and new construction installation. Payment and Performance Bonds shall be submitted with the proposal (quote) for each scope of work and will be attached to the purchase order executed by Metro or a non-Metro agency. Documentation of bonds shall be in a format acceptable to Metro or a non-Metro agency.

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Target Value **.**

Type **No Response Required**

Workforce Development

The Nashville Career Advancement Center (NCAC), a member of the Nashville Construction Readiness Partnership (NCRP), is an entity operated by the Middle Tennessee Workforce Board (MTWB), through an agreement with Metro. NCAC will serve as a required point of contact in the identification of available workers for construction projects where contractors will actively hire for both new and replacement employment opportunities. The goal of NCRP is to ensure that Metro residents and low-income Metro residents are considered first for both new and replacement employment opportunities on Metro's construction projects.

Working with the State of Tennessee, NCRP provides a searchable database to identify available skilled and unskilled construction workers. Employees searching for construction work will enter their information into this database. Offerors for this solicitation may search for needed workers by job classification and by residency.
The State's Jobs4TN website is www.jobs4tn.gov. Information on database use and helpdesk contact information can be found at NCAC's website: www.NCACworkforce.org on the "Nashville Construction Readiness Partnership" page.

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Type **No Response Required**

Sustainability

It is the policy of Metro to finance, plan, design, construct, maintain, and decommission its facilities and buildings to be sustainable.

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Target Value **.**

Type **No Response Required**

Standard Solicitation Requirements

Inquiries

All inquiries must be submitted by **Wednesday April 20, 2016 by 2:00PM CDT** using the online discussions feature of the iSupplier system.

Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.

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Target Value **.**

Type **No Response Required**

Pre-Offer Meeting

A pre-offer meeting will be held for this solicitation at ***Lindsley Hall in the University Room located at 730 2nd Avenue South Nashville, TN 37219 on Thursday April 14, 2016 from 9:00AM - 10:15AM CDT*** **.**

If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone:

https://global.gotomeeting.com/join/164150533

You can also dial in using your phone.

Standard Solicitation Requirements

United States +1 (571) 317-3122

Access Code: 164-150-533

If you are attending through GoToMeeting, you must email the buyer, LaQuita Bell at laquita.bell@nashville.gov, your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer.

Metro urges all prospective offerors to attend planned pre-offer meetings.

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Target Value **.**

Type **No Response Required**

Oral Presentations/Interviews

Metro reserves the right to conduct interviews with some or all of the offerors during the evaluation process. However, Metro may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. Metro shall not reimburse the offeror/respondent/supplier/vendor for the costs associated with the interview process.

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Target Value **Acknowledgement Required.**

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Provide your answer below

Accurate Information

Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information.

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Target Value **.**

Type **No Response Required**

Extraneous Information

Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded.

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Target Value **.**

Type **No Response Required**

Minor Irregularities

Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract.

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Target Value **.**

Type **No Response Required**

Ambiguity, Conflict or Other Errors in the Solicitation

Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest.

Standard Solicitation Requirements
If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment. ..... Target Value **.** Type **No Response Required**
Validity of Offers All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner. ..... Target Value **.** Type **No Response Required**
Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests. ..... Target Value **.** Type **No Response Required**
Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility. ..... Target Value **.** Type **No Response Required**
Subcontractors/Subconsultants Offeror must enter **all** subcontractors/subconsultants on the appropriate form provided as part of the solicitation. The form should identify any Small and/or Service-Disabled Veteran (SBE/SDV) owned and Minority and/or Woman (MWBE) owned subcontractors/subconsultants and/or suppliers who will perform a portion of this project. The file should be attached to your response in Excel format and named "Subcontractor/Subconsultant Form". ..... Target Value **Attached Subcontractor/Subconsultant Form** ..... Provide your answer below
Americans with Disabilities Act Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability. ..... Target Value **.**

Standard Solicitation Requirements
Type **No Response Required**
Contractor Personnel Requirements Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award. ..... Target Value **.** Type **No Response Required**
Unauthorized Work The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro. ..... Target Value **.** Type **No Response Required**
Insurance Requirements
Any offeror receiving an award shall be required to provide a Certificate of Insurance prior to execution of a contract. The "Description" section must read as follows: **Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.** In the "Certificate Holder" section it must readas follows: **Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201.** The following insurance(s) shall be required: ..... Target Value **.** Type **No Response Required**
· Professional Liability Insurance in the amount of one million ($1,000,000.00) dollars ..... Target Value **.** Type **No Response Required**
· General Liability Insurance in the amount of one million ($1,000,000.00) dollars (if the supplier will be making on-site delivery) ..... Target Value **.** Type **No Response Required**
· Automobile Liability Insurance in the amount of one million ($1,000,000.00) dollars (if supplier will be making on-site deliveries) ..... Target Value **.** Type **No Response Required**
· Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.) ..... Target Value **.** Type **No Response Required**
Affidavits
Enter your City

Affidavits
..... Target Value **.** ..... Provide your answer below
Enter your County ..... Target Value **.** ..... Provide your answer below
Enter your State ..... Target Value **.** ..... Provide your answer below
Enter your Zip Code ..... Target Value **.** ..... Provide your answer below
Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065 ..... Target Value **Yes, I so affirm.** ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying

Affidavits
off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020 ..... Target Value **Yes, I so affirm.** ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; - To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; - Not to otherwise engage in discriminatory conduct; - To provide a discrimination-free working environment; - That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; - That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and - That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070 ..... Target Value **Yes, I so affirm** ..... Circle one from the response values below: Yes, I so affirm No, and am non0responsive
Affiant affirms that the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060 ..... Target Value **Yes, I so affirm.** ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080 ..... Target Value **Yes, I so affirm.** ..... Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
And Further Affiant Sayeth Not: Name of Company Officer: .....

Affidavits
Target Value **.** ..... Provide your answer below
Title: ..... Target Value **.** ..... Provide your answer below
The provision of false information is a material breach. ..... Target Value **Acknowledged.** ..... Circle one from the response values below: Acknowledged. Our offer is non-responsive
If the principal officer cannot so attest, the offer will be determined non-responsive. ..... Target Value **.** Type **No Response Required**
Evaluation Criteria
All submitted proposals should include the following on every page as a header and/or footer · **RFQ Number** · **RFQ Title** · **Proposer Name** · **Evaluation Criteria Section Title** · **Page Numbers** **Each PDF document should be named the Evaluation Criteria Section Title** . ..... Target Value **.** Type **No Response Required**
EVALUATION CRITERIA ..... Type **No Response Required**
Solicitation Acceptance Offeror must indicate acceptance of the final version of this solicitation as amended. Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation

Evaluation Criteria
after the inquiry submittal date and time, their submission may be deemed nonresponsive. ..... Target Value **Accept Final Version of Solicitation** ..... Provide your answer below
Contract Acceptance Offeror must indicate your acceptance of the attached contract for this solicitation. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and labels as Contract Exceptions. If no exceptions to the contract are stated, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations. If exceptions to the contract are stated, evaluation scores will reflect Metro's assessment of the exceptions. Contract exceptions may result in the rejection of the proposal as non-responsive; if, in the sole evaluation of Metro, the requested changes are unacceptable. ..... Target Value **Accept Contract as Presented** ..... Provide your answer below
Modification of Terms Acceptance Other Participating Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Supplier and other Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract. ..... Target Value **Accept Modification of Terms** ..... Provide your answer below
National IPA (NIPA) National Cooperative Contract Acceptance The successful offeror will be required to sign Attachment A, Exhibit B, and the National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume

Evaluation Criteria
will be tracked and reported to National IPA. ..... Target Value **Accept Attachment A and Attach Response** ..... Provide your answer below
Cost Criteria (30 points) Complete the attached "Exhibit A Bid Form and Exhibit B Bid Form" documents in its entirety and attach with your response to this solicitation. All yellow highlighted fields should be completed in order to be considered in the evaluation to award. The hourly rates listed on the forms shall be all-inclusive of labor, travel, and any administration or additional fees of service. ..... Target Value **Attach Cost Criteria** ..... Provide your answer below
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates. This Maximum Percentage of Escalation will be for Years 2-5 of the contract term. Note, the escalation is not applied to the Offeror's Percentage Discount for Parts and Materials, as that percentage will remain the same over the life of the contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. The Total Maximum Contract Value will be the price used in the evaluation to award on this RFP. This value is not representative of the actual contract value that may be awarded. **NOTE:** If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the pricing represented on the Exhibit A and Exhibit B Bid Forms, which also includes the percentage discount for parts and materials. ..... Target Value **.** Type **No Response Required**
National Rates The Offeror must complete Exhibit C - National Rates in its entirety and attach with your response to this solicitation. Enter the rate of adjustment percentages from the Metro Nashville Provided Prices for each state and its respective metro areas defined in the spreadsheet. **Note:** The Metro Nashville provided Prices are the rates provided in Exhibits A & B Bid Forms. Other participating agencies will apply these percentages for their appropriate labor rates. This is for informational purposes only and will not be evaluated. ..... Target Value **Attach National Rates** ..... Provide your answer below

Evaluation Criteria
Project Approach and Process (25 points) Offeror shall demonstrate how the requirements and provisions of the scope of this project will be implemented. Offeror shall demonstrate knowledge of the project objectives/goals and existing conditions/assumptions, identify potential issues/challenges, your approach to minimizing any disruptions to performance, and present a comprehensive plan for completing the specified work in accordance with the scope. Offeror shall demonstrate efficient use of manpower, material resources, equipment, and technology necessary for completing the project efficiently within the constraints outlined in the scope. The purpose of the Green Procurement Initiative (GPI) is to assist Metro with implementation strategies to prevent waste and pollution by considering environmental impacts along with price, performance, product safety, and availability when evaluating solicitation offers. Describe your firms policies for ensuring that this project will be environmentally friendly. ..... Target Value **Attach Project Approach and Process** ..... Provide your answer below
Firm & Team Qualifications (20 points) Demonstrate your firm's knowledge in the provision of services related to the project. Demonstrate your firm's related project experience. Demonstrate your firm's financial and manpower capacity to perform work. List all current litigation(s) in which your firm is a defendant (not the legal details). List all employee licensing violations during the past five (5) years. Clearly define your project team's organizational structure including defined responsibilities (include subcontractors/subconsultants) and location for duration of the project. Demonstrate relevant experience of proposed team members. Resumes of "key" individuals should be submitted as attachments. Explain unique team experience, expertise, and/or approach for completing the project. Explain approach to maintaining positive daily working experience with Metro. Provide information, which documents your firm's subcontractors'/sub-consultants' qualifications to produce the required outcomes. Include the subcontractor's ability, capacity, skill, financial strength and number of years of experience in providing the required services. ..... Target Value **Attach Firm Qualifications** ..... Provide your answer below

Evaluation Criteria
Risk and Risk Mitigation (10 points) Offeror must provide a list of the risks involved with completing this project within the timelines detailed in the scope of services. Each risk must have an explanation of how the offeror will mitigate that risk. ..... Target Value **Attached Risk and Risk Mitigation** ..... Provide your answer below
Reference Projects (15 points) Demonstrate ability to perform similar projects on-time and on-budget. Detail experience on a minimum of three (3) projects of similar scope. Identify when the work was completed (preference is given to more recent projects of similar scope). Include the following: Company/agency/department/office for which performed Dates of project, Type of project, Dollar value Owner contact information for the listed projects, including an email address that can be used as reference verification. Bad contact information and/or non-responsive references will be reflected in the scores. ..... Target Value **Attach Reference Projects** ..... Provide your answer below

1.4 Attachments

Name	Data Type	Description
Exhibit B - Bid Form	File	To be used for the provision replacement and new installation rates.
Exhibit A Bid Form	File	To be used for the provision of maintenance and repair rates.
RFQ #894517 Amendment #1	File	The National IPA (NIPA) National Cooperative Contract Acceptance language of the Evaluation Criteria section has been revised.
National IPA Requirements for National Cooperative Contract	File	Attachment A & its accompanying exhibits
Subcontractor Form	File	
RFQ #894517 Additional Program Requirements	File	
Exhibit C - National Rates	File	National Rate of Adjustment

1.5 Response Rules

This negotiation is governed by all the rules displayed below.

- [ ] Negotiation is restricted to invited suppliers
- [ ] Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- [x] Suppliers are allowed to provide multiple responses
- [ ] Buyer may close the negotiation before the Close Date
- [x] Buyer may manually extend the negotiation while it is open

Contract Terms and Conditions

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
- ***The solicitation documentation for RFQ# [Enter Number] and affidavit(s) (all made a part of this contract by reference),***
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation.***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the goods and/or services as briefly described below and more fully defined in the solicitation.

Metro is currently seeking a qualified supplier to provide Maintenance, Repair, & Related Services for Full Service Elevators, Escalators, & Chair/Platform Lifts.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in

the Metropolitan Clerk's Office. The Contract Term will end [INSERT END DATE, IF A 5 YEAR TERM THE NEXT TWO SENTENCES ARE NOT NEEDED] or when METRO ceases to use any Products and/or Services purchased, licensed, leased, rented, or otherwise acquired from CONTRACTOR. Those terms which by their nature are intended to survive the expiration of this Contract shall so survive.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $[Agreement Amount]. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission

or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.4. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Professional Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

????

7.3. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or

renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

General. CONTRACTOR and its Agents shall access, use, and disclose METRO information only when it is

necessary to perform CONTRACTOR's obligations as required under this Contract. Additionally, CONTRACTOR shall not use, authorize to use, or disclose METRO information for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of CONTRACTOR or for any commercial exploitation, unless otherwise agreed to in writing by METRO. CONTRACTOR and its Agents shall maintain the confidentiality of any METRO information and shall not disclose it other than to persons in its organization who have a need to know and who are bound by a duty of confidentiality no less protective to METRO than this Contract.

Return/Destruction of METRO Information. Upon termination of this Contract or upon METRO's request, CONTRACTOR shall:

- Immediately cease to access and use METRO information per METRO's request, or, if due to termination of this Contract, cease to access and use METRO information received pursuant to or otherwise related to the terminated Contract;
- Return to METRO, or destroy, such sensitive information and all copies thereof within ten (10) days of METRO's request or termination of this Contract; and,
- Upon METRO's request, certify in writing to METRO that is has complied with its obligations set forth in this Contract.

To the extent that any METRO information is contained in archived data and return or destruction of the same according to this Contract is unduly burdensome, CONTRACTOR shall destroy such METRO information in accordance with CONTRACTOR's general information destruction policies, but in no event shall CONTRACTOR retain the archived METRO information for a period exceeding what is required under applicable law. If no such time period exists under applicable law, then CONTRACTOR shall not retain archived METRO information for more than one (1) year from METRO's request for destruction or return or otherwise the termination of this Contract.

Non-Disclosure Agreement. Disclosure to CONTRACTOR's Agents, employees, or subcontractors, or to the subcontractor's Agents or employees shall, at METRO's discretion, requires the responsible individuals to sign a METRO Non-Disclosure Agreement. CONTRACTOR shall also maintain a list of those to whom METRO information has been disclosed and shall, upon request, deliver to all METRO Departments for whom work is being performed by the CONTRACTO, and to the METRO Chief Information Security Officer, a copy of such list specifying the information disclosed, to whom it was disclosed, and the date on which such disclosure occurred. Notwithstanding any destruction of any METRO information any return of the METRO information to METRO pursuant to this Contract, CONTRACTOR, its Agents, employees, and subcontractors, and it s subcontractor's Agents or employees, shall continue to be bound by the obligations hereunder and in any Non-Disclosure Agreement they have signed.

Unauthorized Access. The unauthorized access, modification, deletion, or disclosure (collectively, "unauthorized disclosure") of any METRO information may be determined to be a material breach of this contract and/or result in criminal or civil liability. If Metro obtains a judgment against CONTRACTOR for such unauthorized disclosure, CONTRACTOR shall be liable to METRO for all of METRO's damages, costs, and expenses in connection therewith, including but not limited to the full cost of any remedial measures METRO undertakes in response thereto, and including all of its related attorneys' fees and expenses. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other relief from the court against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACOR shall supply METRO with an inventory of METO information that CONTRACOTR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.8. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.9. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.10. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR

embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.11. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.16. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.17. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.19. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.22. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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RFQ #894517 FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE, REPAIR, AND REPLACEMENT PROGRAM REQUIREMENTS

The Contractor shall inspect, 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:

I. ELEVATORS:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.

- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

- Hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.

II. ESCALATORS:

- Internal truss structures (as required), 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.

III. CHAIRLIFTS & PLATFORM LIFTS:

- 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.

- 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

    c. The steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.

- 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.

- 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.
- 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.

Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all subcontractors)

Note: MBE = Minority-owned business, WBE = Woman-owned business, SBE = Small business, SDV = Service Disabled Veteran-owned business, DBE = Disadvantaged businesses for Federally Funded Projects.

Your Firm's Name:
Solicitation Title: **Elevator, Escalator, Lifts Maintenance, Repair & Related Services**
Solicitation Number: **894517**
Date:

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
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Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The Metropolitan Government of Nashville and Davidsono County (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Elevator, Escaltor, Chairlift/Platform Lift Maintenance, Repair and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made 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 National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2

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.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 10 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that

are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing

customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;

- A dedicated toll free number and email address for National IPA

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

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

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

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization 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, etc.

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

L. Describe your company'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.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that 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.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. 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 National IPA under the Master Agreement.
iii. 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 National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, 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"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master

EXAMPLE

Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

EXAMPLE

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

EXAMPLE

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the Master Supplier Agreement. Payment for Products and inspections and acceptance of

EXAMPLE

Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Participating Agency Name	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
				Report Totals			
				Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR

CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT

LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND

ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MUL TNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10

SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT

UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

EXHIBIT A

RFQ#894517 Maintenance & Repair Elevators, Escalators, & Chair/Platform Lifts

Exhibit A - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award.
Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)		Hourly Rate	500	$ -
Certified Technician Rate - Outside Normal Hours (including weekends)		Hourly Rate	250	$ -
Certified Technician Rate - Emergency Call Out		Hourly Rate	100	$ -
Certified Technician Rate - Holiday Hours		Hourly Rate	50	$ -
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)		Hourly Rate	500	$ -
Helper Technician - Outside Normal Hours (including weekends)		Hourly Rate	250	$ -
Helper Technician - Emergency Call Out		Hourly Rate	100	$ -
Helper Technician - Holiday Hours		Hourly Rate	50	$ -
Preventative Maintenance Rate		Hourly Rate	1000	$ -
			TOTAL ANNUAL LABOR AMOUNT	**$ -**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)		Percentage Discount	$ 100,000.00	$ 100,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 100,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 100,000.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.
Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.
Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against.

Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	0.00%
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ -**	**$100,000.00**
3	**$ -**	**$100,000.00**
4	**$ -**	**$100,000.00**
5	**$ -**	**$100,000.00**
	TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)	**$ 500,000.00**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	
State guaranteed on-site response time for service calls *outside normal business hours* .	
State guaranteed on-site response time for service calls during *holiday hours* .	
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information

EXHIBIT A

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary)	

Ordering Methods	
Decribe available ordering methods - online ordering, order tracking, search options, order history, etc.	

Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	

Holiday Schedule	
Define your holiday schedule in the yellow box provided.	

EXHIBIT B

RFQ#894517 Replacement & New Installation for Elevators, Escalators, & Chair/Platform Lifts

Exhibit B - Bid Form

All yellow highlighted fields should be completed to be considered in the evaluation to award.
Failure to follow these instructions could deem your company non-responsive to this request for proposal.

Pricing Description	Unit Amount	Unit	Estimated Annual Quantity	Extended Total
Certified Technician Rate - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)		Hourly Rate	500	$ -
Certified Technician Rate - Outside Normal Hours (including weekends)		Hourly Rate	250	$ -
Certified Technician Rate - Emergency Call Out		Hourly Rate	100	$ -
Certified Technician Rate - Holiday Hours		Hourly Rate	50	$ -
Helper Technician - Normal Hours (7:00 AM to 5:00 PM, Monday-Friday)		Hourly Rate	500	$ -
Helper Technician - Outside Normal Hours (including weekends)		Hourly Rate	250	$ -
Helper Technician - Emergency Call Out		Hourly Rate	100	$ -
Helper Technician - Holiday Hours		Hourly Rate	50	$ -
Preventative Maintenance Rate		Hourly Rate	1000	$ -
			TOTAL ANNUAL LABOR AMOUNT	**$ -**
Percentage discount off MSRP pricing for Elevator Equipment Parts (Documentation of Offeror's cost will be required, when applicable)		Percentage Discount	$ 150,000.00	$ 150,000.00
			TOTAL ANNUAL PARTS AMOUNT	**$ 150,000.00**
			TOTAL ANNUAL BID AMOUNT	**$ 150,000.00**

Note: The Hourly Rates should be all-inclusive of labor, travel, and any additional fees of service.
Note: The Estimated Quantities listed in Column D are estimates only used for evaluation purposes of this solicitation. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.
Note: If awarded a contract, Offeror will be required to submit itemized invoicing for Metro jobs performed. These invoices will correlate to the given pricing above, including the percentage discount for parts and materials.

Escalation/De-escalation
Enter in the total Maximum Percentage of Escalation that may apply to your Hourly Rates provided in the table above. Otherwise, leaving the Maximum Percentage of Escalation at 0.00% will assume that your Hourly Rates will remain the same over the 5-year term of the contract and the Offeror will not be able to change the price if awarded a contract. For evaluation purposes, the Maximum Percentage of Escalation entered by the Offeror will be applied for Years 2-5 to reach a Total Maximum Contract Value. This Total Maximum Contract Value is the amount that all Offerors will be evaluated against.

Note: Pricing on this Bid Form shall remain as bid for the first 12- months from the filing date for the contract and then may be subject to Escalation requests not to exceed the Maximum Percentage of Escalation as identified herein and in accordance with the Escalation/De-escalation clause within the Contract Terms and Conditions.

	Maximum Percentage of Escalation	**0.00%**
Year	**Escalation Increase on Hourly Rates**	**Total Annual Bid Amount with Maximum % of Escalation**
2	**$ -**	**$150,000.00**
3	**$ -**	**$150,000.00**
4	**$ -**	**$150,000.00**
5	**$ -**	**$150,000.00**
	TOTAL MAXIMUM CONTRACT VALUE (for evaluation purposes only)	**$ 750,000.00**

Note: The Total Maximum Contract Value is for evaluation purposes only and does not represent the actual contract value that may be awarded. Metro does not guarantee any minimum or maximum amount of hours or dollar value of parts/materials under this contract.

On-Site Response Times	Hours/Minutes
State guaranteed on-site response time for service calls during *normal business hours* .	
State guaranteed on-site response time for service calls *outside normal business hours* .	
State guaranteed on-site response time for service calls during *holiday hours* .	
State guaranteed on-site response time for EMERGENCY service calls from Metro during *normal business hours.*	
State guaranteed on-site response time for EMERGENCY service calls from Metro *outside normal business hours.*	
State guaranteed on-site response time for EMERGENCY service calls from Metro during *holiday hours.*	

Note: Each Offeror must meet the minimum requirement of 1-hour response times for correspondence to any call from Metro. The response times listed in the table to the left should be reflective of the guaranteed on-site response times.

Additional Pricing Information

EXHIBIT A

Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (Use additional pages if necessary)	

Ordering Methods	
Decribe available ordering methods - online ordering, order tracking, search options, order history, etc. (Please put N/A if this option is not applicable)	

Warranty Information	
Describe any warranty information on work and service. If no warranty applies, please state that in the yellow box provided.	

Holiday Schedule	
Define your holiday schedule in the yellow box provided.	

RFQ #894517 Elevator, Escalator, Lifts Maintenance, Repair & Related Services

Exhibit C: National Rates

Rate of Adjustment

State	Precentage Increase/Decrease from Metro Nashville Provided Rates
Alabama (using Birmingham & Mobile metro areas)	
Alaska (using metro area of Anchorage)	
Arizona (using Phoenix & Tucson metro areas)	
Arkansas (using metro area of Little Rock)	
California (using L.A., San Diego, Fresno, & San Francisco metro areas)	
Colorado (using Denver & Colorado Springs metro areas)	
Connecticut (using Bridgeport & Hartford metro areas)	
Delaware (using metro area of Wilmington)	
District of Columbia	
Florida (using Tallahassee, Jacksonville, Orlando, Tampa, & Miami metro areas)	
Georgia (using Atlanta, Augusta, & Macan metro areas)	
Hawaii (using metro area of Honolulu)	
Idaho (using metro area of Boise)	
Illinois (using Chicago, Springfield, & Belleville metro areas)	
Indiana (using Indianapolis & Fort Wayne metro areas)	
Iowa (using Des Moines & Cedar Rapids metro areas)	
Kansas (using Wichita & Topeka metro areas)	
Kentucky (using Louisville & Paducah metro areas)	
Louisiana (using New Orleans & Shreveport metro areas)	
Maine (using metro area of Portland)	
Maryland (using Baltimore & Salisbury metro areas)	
Massachusetts (using Metro area of Boston)	
Michigan (using Detriot & Grand Rapids metro areas)	
Minnesota (using Minneapolis & St. Paul metro areas)	
Mississippi (using the metro area of Jackson)	
Missouri (using St. Louis, Kansas City, & Springfield metro areas)	
Montana (using metro area of Billings)	
Nebraska (using metro area of Omaha)	
Nevada (using Las Vegas & Reno metro areas)	
New Hampshire (using metro area of Concord)	
New Jersey (using Newark, Toms River, & Atlantic City metro areas)	
New Mexico (using Albuquerque & Santa Fe metro areas)	
New York (using N.Y., Syracuse, Buffalo, & Albany metro areas)	
North Carolina (using Charlotte, Raleigh-Durham, & Winston-Salem metro areas)	
North Dakota (using metro area of Fargo)	
Ohio (using Cincinnati, Columbus, Toledo, & Cleveland metro areas)	
Oklahoma (using Oklahoma City & Tulsa metro areas)	
Oregon (using Portland & Eugene metro areas)	
Pennsylvania (using Pittsburgh & Philadelphia metro areas)	
Rhode Island (using metro area of Providence)	
South Carolina (using Columbia & Charleston metro areas)	
South Dakota (using Rapid City & Sioux Falls metro areas)	
Tennessee	Rate of adjustment based off Metro Nashville Pricing
Texas (using Dallas, Ft. Worth, Austin, & San Antonia metro areas)	
Utah (using metro area of Salt Lake City)	
Vermont (using metro area of Burlington)	
Virginia (using Fairfax, Richmond, & Norfolk metro areas)	
Washington (using Seattle & Spokane metro areas)	
West Virginia (using metro area of Charleston)	
Wisconsin (using Milwaukee, Madison, & Green Bay metro areas)	
Wyoming (using metro area of Casper)	