AGREEMENT BETWEEN

DEKALB COUNTY SCHOOL DISTRICT

AND

KONE, INC.

FOR

FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE AND REPAIR SERVICES

This Agreement ("Agreement") is made and entered into by and between the DeKalb County School District ("DCSD") and KONE, Inc. ("Contractor"). DCSD and Contractor may be referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the City of Kansas City, Missouri (the "City"), in conjunction with the U.S. Communities National Purchase Alliance ("USCNPA") formally solicited and awarded Contractor a contract to provide full service elevator, escalator, chairlift and platform lift maintenance and repair services pursuant to the City and USCNPA's participating public agencies pursuant to RFP EV2516 – Elevator and Escalator Maintenance and Services (the "RFP");

WHEREAS, DCSD's Chief Operations Officer recommended that DCSD utilize the RFP for the purposes of selecting Contractor to provide full service elevator, escalator, chairlift and platform lift maintenance and repair services to DCSD; and,

WHEREAS, in accordance with Board Policy DJE, the DeKalb County Board of Education authorized the DCSD to procure goods and services from Contractor through Contractor's elevator, escalator, chairlift and platform lift maintenance and repair services agreement with the City and/or USCNPA pursuant to the RFP.

NOW, THEREFORE, for and in consideration of the mutual agreements between the Parties hereinafter contained and for other good and valuable consideration, the Parties hereto do agree as follows:

I. MASTER CONTRACT.

1.1 Master Contract.

DCSD and Contractor agree to enter into this Agreement under the terms and conditions set forth in the following documents, which collectively form the "Master Contract":

(a) DCSD's Standard Form of Contract for Services (Non-State Capital Outlay) (Exhibit A);

(b) the City's Request for Proposal EV2516 – Elevator and Escalator Maintenance Services (Exhibit B);

(c) Contractor's Response to the RFP (Exhibit C);

(d) the Facility and Maintenance Repair Contract between the City and Contractor dated December 4, 2018 (Exhibit D);

(e) DCSD's Equipment List for Elevators, Escalators, Chair Lifts and Platform Lifts subject to this Agreement (Exhibit E);

(f) Contractor's Cost Proposal/Matrix (Exhibit F).

All the terms, conditions, covenants and representations contained herein and in the Master Contract, except as modified by this Agreement, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth at length herein.

1.2 Modification of Master Contract.

The Master Contract is expressly modified by:

- Deleting all references in the Master Contract and attached exhibits to the "City", and replacing them with "DCSD".
- Removing all references to Missouri and/or City-specific laws, ordinances, rules and regulations.

1.3 Inconsistency.

The terms and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Master Contract. In the event of any conflict or discrepancy between the provisions of any of the documents making up the Master Contract as identified in Section 1.1 above, the provisions set forth in DCSD's Standard Form of Contract for Services (Non-State Capital Outlay) (Exhibit A) shall take precedence.

II. SCOPE OF AGREEMENT.

2.1 Services Provided.

Contractor will provide and DCSD hereby engages Contractor for the purpose of providing elevator, escalator, chairlift and platform lift maintenance and repair services to DCSD.

2.2 Term.

The term of this Agreement shall begin the date on which this Agreement is fully executed by the Parties and shall end on December 31, 2022. If the Master Contract between Contractor and DeKalb County School District is renewed, this Agreement may be renewed for additional, one-year terms at the sole discretion of DCSD. All provisions and conditions of any renewal term shall be the same as those contained within this Agreement.

The Parties intend that this Agreement operate in conformity with and not in contravention of the requirements of O.C.G.A. § 20-2-506, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.3 Total Agreement Value

Contractor further acknowledges and agrees that the value of this Contract shall not exceed _____Dollars ($_____) annually; however, DCSD is under no obligation to solicit goods or services totaling this amount and Contractor will only be paid for services rendered and good accepted. Nothing in this Contract shall serve as a guarantee that Contractor will receive any purchase orders for goods or services solicited under this Contract.

III. GENERAL TERMS AND CONDITIONS.

3.1 Notices.

Except as otherwise expressly provided, any notice, instruction or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

a. Upon personal delivery to Contractor or its authorized representative, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express services; or,

b. Five (5) days after depositing in the United States mail a letter, which is either certified or registered, addressed to Contractor or DCSD at its official address, for use under this Agreement, as the case may be. For purposes of this Agreement, notices, instructions or other written communications shall be sent or delivered at the following address:

To Contractor:	KONE, Inc. _____ _____
And to DCSD:	Superintendent DeKalb County School District 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083

3.2 Section Headings.

The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, DCSD and Contractor have caused this Agreement to be executed as of the later date of the signatures of the duly authorized representatives below:

KONE, INC.

Signature

October 25, 2022
Date

Name: Jeff Blum

Title: Senior Vice President

Oppy: 12976581

DEKALB COUNTY SCHOOL DISTRICT

Dr. Vasanne S. Tinsley, Interim Superintendent
DeKalb County School District

11/11/2022
Date

EXHIBIT A

STANDARD FORM OF CONTRACT

FOR SERVICES

(NON-STATE CAPITAL OUTLAY PROJECTS)

BETWEEN THE

DEKALB COUNTY SCHOOL DISTRICT

AND THE SERVICE CONTRACTOR

Service Contractor:	**KONE, Inc.**
Project Name:	**Escalator and Escalator Maintenance and Repair Services**
Address:	**1800 Sandy Plains Parkway, Suite 200 Marietta, GA 30066**
RFP No.:	**EV2516 (Omnia Partners)**
Description	**Elevator, Escalator and Walkway Maintenance & Modernization Services & Related Solutions**
Cost Code:	**100.2600.543013.00011.7520.9990.8013.040.0000**

CONTRACT FOR SERVICES

The contract for services, which includes this agreement and the below referenced documents attached as Exhibits (the "Contract") is made and entered into by and between the DeKalb County School District (the "Owner") and **Service Contractor** (the "Service Contractor"). The term of this Contract begins on the date executed by the last party to execute below (effective date).

The Contract Documents consist of:

a. This agreement (Contract for Services);
b. Board Directive Signed by the Superintendent and dated _____ **(Attachment A)**; and
c. Notice of Award dated _____ **(Attachment B).**

This agreement together with the aforementioned documents collectively forms **the Contract**. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. DeKalb County School District shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Contractor's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Contract.

Any inconsistency or conflict among the specific provisions of this agreement and the other Contract Documents shall be resolved as follows:

a. By giving preference to the specific provisions of this agreement;

b. Second, by giving preference to the specific provisions of the RFP EV2516 attached hereto as **Exhibit B** included in the Master Agreement between DeKalb County School District and KONE, Inc.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Service Contractor agree:

ARTICLE 1

PARTIES TO THE CONTRACT

The Owner's address and its contact person are:

DeKalb County Board of Education
Sam A. Moss Service Center
1780 Montreal Road
Tucker, GA 30084

Attention: Richard Boyd, Interim Chief Operations Officer

Phone: 678-676-1483
Fax: 678-676-1475

The Service Contractor's address and its contact person are:

KONE, Inc.
1800 Sandy Plains Parkway, Suite 200
Marietta, GA 30066
Attention: Ben Yeany, Sales Executive

Phone: 770-427-3373
Fax: 770-424-4570
Email: benjamin.yeany@kone.com

ARTICLE 2

DURATION OF AGREEMENT

2.1 The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for the Agreement is one (1) year from the effective date.

2.2 In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DeKalb County School District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DeKalb County School District terminates the agreement by providing **Service Contractor** with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interest of the DCSD, funding, and Service Contractor's performance subject to the other termination methods available to the DCSD herein.

ARTICLE 3

PROGRAM AND SCOPE OF SERVICES

3.1 The Service Contractor shall provide Services, as hereinafter particularly described below, on the Program: Full service elevator, escalator, chairlift and platform lift maintenance and repair services on an as needed basis.

3.2 The Service Contractor represents to Owner those individuals that the Service Contractor shall utilize to fulfill and complete this Contract possess expertise in the following disciplines and possess the following accreditations or other credentials, if any: Expertise in elevator, escalator, chairlift and platform lift maintenance and repair services.

3.3 The Service Contractor shall provide the Owner the following Services with respect to the Program: All services shall be provided in accordance with the Agreement between DCSD and Kone, Inc., and all documents which collectively form the Master Agreement.

3.4 As part of its Services, the Service Contractor shall produce for and/or deliver to the Owner the following tangible products, goods, or deliverables (ex.: reports, plans, financial estimates, parts, equipment, etc.: KONE will provide all lubricants, greases, and wiping cloths.

ARTICLE 4

COMPENSATION

4.1 Compensation under this Contract shall be pursuant to the terms specified in Exhibit F attached hereto as part of the Agreement between DeKalb County School District and KONE, Inc.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Contractor will function in cooperation with the Owner's designated representative, which is set forth in Article 1 of this Contract. The Service Contractor will consult with the Owner's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Contractor shall fully cooperate with the Owner and, if applicable, the Owner's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the Owner's representative and advising, meeting with, consulting with, and coordinating with the Owner's representative.

5.2 The Owner shall have the right, at its sole discretion, to demand and require the Service Contractor to remove any employee or subcontractor working for the Service Contractor on the Program and to replace the employee or subcontractor without cost or liability to the Owner.

5.3 For purposes of safety and otherwise, the Service Contractor, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the Owner representative and with the Service Contractor's employees, agents, representatives,

and subcontractors. The Service Contractor agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the Owner's representative and with the Service Contractor's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Contract shall be performed.

5.4 The Service Contractor shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Contractor, or any entity or person under the Service Contractor's supervision or control, do not harm, or allow harm, to the Owner's computers, systems, networks, and technology. The Service Contractor shall take any and all measures possible to protect the Owner's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING

6.1 The Service Contractor shall submit invoices, to DCSD, for services rendered pursuant to the Exhibit "F" included in the Master Agreement. Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Contractor. All invoices shall be submitted to: Mr. Bobby Moncrief, Director of Facilities, DeKalb County School District, Sam Moss Service Center, 1780 Montreal Road, Tucker, Georgia 30084.

ARTICLE 7

CANCELLATION OR TERMINATION BY OWNER

7.1 The Owner reserves the right to cancel or terminate this Contract with notice in writing to the Service Contractor. In the event of cancellation or termination, the Owner shall pay to the Service Contractor all compensation earned for actual services rendered.

7.2 Within three (3) business days of such cancellation or termination, the Service Contractor shall (i) comply with the requirements of all of the items identified in Paragraphs 10.1, 10.2, and 10.3, below. Under no circumstances shall the Service Contractor assert any lien or other claim over or relating to any such documents, material, data and information.

7.3 The Owner may, without cause, order the Service Contractor in writing to suspend, delay or interrupt the work or services covered by this Contract, in whole or in part, for such period of time as the Owner may determine.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Contractor and its employees shall perform as an independent contractor and not an employee or representative of the Owner. The Service Contractor retains sole and exclusive liability for all contributions, taxes or payments required to be made on account

of the Service Contractor's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Contractor shall maintain strict discipline among all personnel employed at any Program site, and no person under the influence of drugs or alcohol shall be allowed on the property of the Owner, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Contractor shall use any tobacco product while at any Program site, on any property owned by Owner or at any function or event sponsored by or held on behalf of Owner.

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

9.1 Generally. In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

9.1.1 A criminal background check must be performed on all contractors, consultants, subcontractors, volunteers and vendors (hereinafter jointly referred to as "Individuals") who provide services on DCSD premises, supervise services on DCSD premises, or has contact with students. These Individuals shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Individual at a cost of $45.00 per individual. Additionally, any charges against the Individual, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the Individual have no contact with DCSD students or parents, or provide services to DCSD premises. Any failure of the contractor to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between contractor and DCSD.

ARTICLE 10

RESPONSIBILITY FOR SERVICES

10.1 In the performance of this Contract, the Service Contractor warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions.

10.2 If Services performed by the Service Contractor fail to meet the standards set forth in Paragraph 10.1, the Owner may elect to have the Service Contractor re-perform, or cause to be re-performed, at no cost to the Owner any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Contractor's Services or within one year from the date of completion of the Service Contractor's Services, and (ii) the Owner

notifies Service Contractor of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 10.2 shall not be interpreted to limit the right of the Owner to pursue and obtain any and all other remedies against the Service Contractor at law or in equity.

10.3 Service Contractor warranties that any goods to be produced to or delivered to Owner during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

10.4 The DCSD acknowledges that the Service Contractor shall be entitled to rely on the accuracy and currency of information supplied by the Owner or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

10.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11

OWNERSHIP OF WORK PRODUCT

11.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Contractor in connection with its performance under this Contract (the "Information") shall be the property of the DCSD. In entering into this Contract, the Service Contractor hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

11.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer.

11.3 All original technical data, evaluations, reports and other work product of the Service Contractor shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Contract within three (3) business days of such completion, cancellation or termination. The Service Contractor may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 12

ACCOUNTING AND RECORDS

12.1 The Service Contractor shall maintain a system of accounting and record keeping for all Services. Further, the Service Contractor will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Contract.

ARTICLE 13

COMPLIANCE WITH LAWS

13.1 The Service Contractor shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Contract including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 The Service Contractor will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Contractor will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15

CONTINGENCY FEES

15.1 The Service Contractor represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Contract or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract or any other contract with the DCSD.

ARTICLE 16

SUBCONTRACTORS

16.1 Service Contractor shall manage all work and Services performed under this Contract. Upon the DCSD's prior written consent, the Service Contractor may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Contractor and the DCSD will not be diminished.

16.2 All of the Service Contractor's Subcontractors shall be directly responsible to Service Contractor and shall be under the Service Contractor's direct supervision. The Service Contractor shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Contract as the Service Contractor is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to

any agreement between the Service Contractor and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Contract.

16.3 If the Service Contractor utilizes Subcontractor(s) with respect to this Contract, then the Service Contractor will require Subcontractor(s) to comply with all terms and conditions of this Contract including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 17

SUCCESSORS AND ASSIGNS

The Service Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

ARTICLE 18

INSURANCE

18.1 The Service Contractor and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Contractor during the term of this Contract. On the date the Service Contractor signs this Contract, the Service Contractor shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

18.2 The insurance requirements of this Contract are:

Type of Insurance	**Coverage Limits**
Worker's Compensation	$1,000,000
Employer's Liability	$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability Bodily Injury and Property Damage	$2,000,000 annual aggregate
Comprehensive General Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	$2,000,000 annual aggregate $1,000,000 per occurrence

18.3 The Service Contractor waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants, and employees for damages covered by any type of insurance during and after the completion of the Work.

18.4 Certificates of Insurance must be executed with the following provisions:

(a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;

(b) Certificates to contain project number, location of property, name of property and operations information to which the insurance applies;

(c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department

(d) Certificates shall state that the policy or policies shall not expire, be cancelled, or altered without at least sixty (60) days prior written notice to the DCSD.

(e) Service Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either party hereto may terminate this Contract upon giving seven (7) days written notice to the other party in the event that such other party substantially fails to perform its material obligations set forth herein.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Contractor agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Contractor or any subcontractor(s), or as a result of defective Services under this Contract.

ARTICLE 21

CONTRACT ADMINISTRATION

21.1 The DCSD and the Service Contractor have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the

administration and performance of this Contract. The DCSD's representative shall have no power or authority to change this Contract or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Contractor.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Contract must be in writing and signed by the DCSD. The Service Contractor acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Contractor to insist in any one or more instances on performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract, or the waiver of any breach of the terms and conditions of this Contract, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Contractor and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Contract shall be governed by the laws of the State of Georgia.

ARTICLE 22

FORCE MAJEURE

22.1 The Service Contractor will not be responsible or liable in any way for delay or failure to perform its obligations under this Contract during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 23

CAPTIONS

23.1 The headings in this Contract are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Contract or any part hereof.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Program and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This Contract may be amended only by a writing signed by both the DCSD and the Service Contractor.

ARTICLE 25

MISCELLANEOUS

25.1 Unless otherwise expressly provided to the contrary in this Contract, the term" day" shall mean calendar day.

25.2 Any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Contractor's services, the Service Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Contractor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.3 The exclusive venue for any civil action arising out of or related to this Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia.

IN WITNESS WHEREOF, the DCSD and the Service Contractor, intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Contract.

OWNER:

DEKALB COUNTY BOARD OF EDUCATION

By: _____
[Signature]

Mrs. Vickie B. Turner, Chairman
[Printed Name, Title]

By: _____
[Signature]

Dr. Vasanne S. Tinsley
[Printed Name]

Interim Superintendent
[Printed Title]

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
[Printed Address]

11/14/2022
[Date of Execution]

SERVICE CONTRACTOR:

KONE Inc.
[Typed Name]

By: _____
[Signature] [SEAL]

Jeff Blum
[Printed Name]

Senior Vice President
[Printed Title]

_____
[Printed Address]

October 25, 2022
[Date of Execution]

Richard H. Boyd
Richard Boyd, Interim Chief Operations Officer

ATTACHMENT "A"

ATTACHMENT "B"

ATTACHMENT "C"

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation ("Contractor") which is contracting with the DeKalb County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor's correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the DeKalb County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the DeKalb County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide DeKalb County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

_____ _____

EEV/Basic Pilot Program User Identification Number Date of Authorization

_____

If an applicable Federal work authorization program as described above is used, other than the EV/Basic Pilot Program,please identify the program.

_____ _____

Company Name / Contractor Name Date

_____ _____

BY: Signature of Authorized Officer or Agent Date

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF_____, 20____

_____

Notary Public
My Commission Expires:_____

ATTACHMENT "D"

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests **under oath** that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with _____ (*name of Contractor*), which has a contract with the DeKalb County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor's correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the DeKalb County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

_____ _____
EEV/Basic Pilot Program User Identification Number Date of Authorization

_____
If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

_____ _____
BY: Authorized Officer or Agent Date

_____
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

_____
Notary Public
My Commission Expires:_____

ATTACHMENT "E"

AFFIDAVIT OF EXEMPTION
(Under O.C.G.A. § 13-10-91(b)(1))

The undersigned, in connection with a proposed contract or subcontract with the DeKalb County School District for the physical performance of service in the State of Georgia (the "Contract"), hereby affirms and certifies under penalties of perjury that:

(a) I am exempt under Title 26 or Title 43

(b) If at any time hereafter I determine that I no longer qualify as exempt under Title 26 or Title 43, then I will:

(i.) immediately notify the School District in writing; and

(ii.) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and

(iii.) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08.

_____/_____

Signature Printed Name Title

By signing above, you are certifying that the representations made herein are true and correct.

Firm Name:

_____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____ / email: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

_____

Notary Public

My Commission Expires: _____

EXHIBIT B

EV2516 - Elevator and Escalator Maintenance and Services

1 Introduction and Overview

Point Value: 0

1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals
Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.
U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Click to write the question
Priority: 0. Response Type: Text.

2 Instructions and Conditions
Point Value: 0

1. PURPOSE
The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

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2. DUE DATE FOR PROPOSALS
Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

---

3. CITY CONTACT PERSONS
General, Technical and Proposal Submission Questions
Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0814 (Phone) Cedric.Rowan@kcmo.org (Email)

Delois Moore, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

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4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.
- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

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5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

RFP issued	Tuesday, May 1st, 2018
Non-Mandatory* Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 1st Floor Conference Room General Services Department Kansas City, MO 64106	Wednesday, May 16th, 2018

*Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.

Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract
- HRD Documents
- National Requirements

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7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

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8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline

- Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
- The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. http://www.kcmo.gov

- Questions - Post Deadline
  - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

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9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
  - Formatted text, using the formatting options in the text editor
  - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
  - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
  - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can user browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the uses computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.

- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
- Technical support for this application is available at support@rfp365.com.

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10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
- Experience
- Pricing/Cost Proposal
- Technical and Functional Requirements
- U.S. Communities Administration Agreement (signed, unaltered)
- U.S. Communities Supplier Worksheet for National Program Consideration
- U.S. Communities Supplier Information
- References
- Sustainability
- Other Required Documents

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11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- The City may change criteria and criteria weights at any time including after the due date for proposals.

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12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

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13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;

- request one or more best and final offers from any or all Proposers;
- accept any Proposal in whole or in part;
- require a Proposer to make modifications to their initial Proposals;
- make a partial award to any or all Proposers;
- make a multiple award to any or all of Proposers;
- terminate this RFP, and reissue an amended RFP.

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14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

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15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed.* A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

---

16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

---

17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

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18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

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19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

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20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

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21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to

win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

---

22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

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23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

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24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

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25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than $300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

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26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and

the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.
http://www.kcmo.gov

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27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

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28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
- Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

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29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

http://www.sos.mo.gov

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30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. http://www.kcmo.gov

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31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars ($5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

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33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

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34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS
The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10**% MBE** participation and 0**% WBE** participation.
The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at http://kcmo.org/CKCMO/Depts/Ci... (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

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36. WAIVER OF MBE/WBE REQUIREMENTS
The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

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1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3 Scope of Work
Point Value: 20

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES
Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of

parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization**: This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections**: This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions**: Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

1. Have you read and do you agree to the Scope of Services? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.
Priority: 5. Response Type: Text.

4 Authorized Representative Form

Point Value: 0

By submission of the RFP response, the Proposer certifies that:

1 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
2 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
3 The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4 It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
5 Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Authorized Representative name and title
Priority: 5. Response Type: Text.

3. Authorized Representative phone number and email address
Priority: 5. Response Type: Text.

4. Firm's name and physical address
Priority: 5. Response Type: Text.

5. Email address for Purchase Order
Priority: 5. Response Type: Text.

5 Standard City Contract

Point Value: 0

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

Facility Repair Maintenance Contract Part I and Facility Repair and Maintenance Contract Part II.

1. Will you be able to comply with the Standard City Contracts?

Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. Please state any questions or concerns you have regarding the Standard City Contracts.

Priority: 5. Response Type: Text.

6 Service Level Requirements and Scope Details

Point Value: 15

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules on which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
    - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
    - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
    - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
    - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
    - Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.

- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
- Contractor shall perform any and all work requested by City.
- Conferences will be held at the request of City or Contractor.
- The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4 OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

5 For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

6 Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).

7 Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.

8 Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1 The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.

2 Services shall include, but are not limited to:

- Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
- Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on as-needed basis.
- Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
- Provide all necessary equipment and supplies.

i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation,* a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.

4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

Class "A" Complete Preventative Maintenance

1 Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1 HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

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

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

4. WALKWAYS

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

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

5. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.
Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1 Refer to previous applicable descriptions of work and materials required.

2 Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.

3 Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.

4 All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1 Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2 Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3 Any retained components are to be examined, cleaned, and adjusted as necessary.
4 Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5 City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6 Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1 Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the· least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Communication and Response

1 The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
- Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
- Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

Emergency Call Back Services

1 "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention, immediately or before the contractor's next scheduled preventative maintenance visit.
2 Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
3 Contractor will, at no charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance. If emergency callback service is required on equipment covered by Class "A" Complete Maintenance outside of normal working hours, the City will pay only the difference between the regular hourly billing rate and the regular overtime billing rate applicable for each

overtime hour worked according to the hourly rates specified on the "Emergency On Call Rate Schedule."

4 City will pay the Contractor the full applicable hourly rate for emergency callback service on all equipment not covered by Class "A" Complete Maintenance according to the hourly rates specified on the "Emergency On Call Rate Schedule."

Records

1 The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.

2 Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.

3 Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.

4 Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.

5 At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.

6 Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.

- The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
- Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.

7 In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.

8 At a minimum, the Supplier's online system will be able to provide the following:

- 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
- Mean Time Between Callback data on a per property and per unit basis
- 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
- Proposal history to view any open proposals and service recommendations.
- Local sales representative and superintendent contact information.

- Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.
- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1 Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.

2 Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.

3 Supply all personnel, equipment, supplies, and services to complete the requested project.

4 Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).

5 Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.

6 Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.

- Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
- Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
- The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
- All communications given to or received from the superintendent shall be binding on Contractor.
- If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

7 All materials shall be of good quality as provided in the Contract documents.

- All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
- If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders
    1. Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
    2. If Contractor determines the maintenance work order will exceed $5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
        1. Include this Contract Number.
        2. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
        3. Include proposed number of Calendar Days required to complete the ordered work.
2. Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
4. Emergency Work
    1. Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
    2. If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
    3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
5. Not-To-Exceed Proposals
    1. Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.
6. Stop Work Orders
    1. The City reserves the right to verbally order that all work cease on a project at any time.
    2. The individuals authorized to issue verbal work stop orders are:
7.
        1. City's representative
        2. City Risk Manager

3 The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1 General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2 The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
3 Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1 Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2 Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1 During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2 Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3 Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4 Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5 The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6 Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7 During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

8 At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9 Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10 Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1 Hourly rate will be paid to the Contractor for each workman while on the job site only.
2 For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3 The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
    - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
    - Service trucks and all related expenses.
    - Normal expendables
    - General Conditions including Insurance and Bonds
    - Office expenses
    - Profit and other overhead

Invoices

1 Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2 Invoices must include but not be limited to the following information:
    - Work/Task Order Number if applicable.
    - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
    - Total hours worked by each trade and applicable hourly wage rate bid.
    - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
    - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
    - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
    - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1 Contractor shall comply with all airport security requirements at those locations.
2 Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00

security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

3 Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA *Security Guidelines for General Aviation Airports*, and Aviation Department *Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1 Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.

2 Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.

3 The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.

4 Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.

5 Testing of all safety devices and governors, as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.

6 The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.

7 The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.

8 After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier 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 Supplier.

9 Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

10 Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

7 Business/Firm Profile and Legal Structure

Point Value: 0

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

Priority: 3. Response Type: Text.

2. Brief history of business/firm including date the business/firm was established under the current name.
Priority: 3. Response Type: Text.

3. List all services provided by the business/firm.
Priority: 3. Response Type: Text.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
Priority: 3. Response Type: Text.

5. Type of ownership, or legal structure of business/firm.
Priority: 3. Response Type: Text.

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
Priority: 3. Response Type: Text.

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8 Experience
Point Value: 10

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.
For each listed contract, provide a narrative that includes:

1. the assigned project personnel
2. scope of services provided
3. dollar amount of the contract
4. contractual performance standards versus your actual performance
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
6. summary of how your business/firm delivered services
7. pricing and contractual compensation terms

1. Relevant contract description #1
Priority: 3. Response Type: Text.

2. Relevant contract description #2
Priority: 3. Response Type: Text.

3. Relevant contract description #3
Priority: 3. Response Type: Text.

4. Relevant contract description #4
Priority: 3. Response Type: Text.

5. Relevant contract description #5
Priority: 3. Response Type: Text.

9 Pricing/Cost Proposal

Point Value: 25

PRICING INFORMATION
The Proposer must submit the Cost Proposal in the following format:

1. Attachment 1 - City of Kansas City Maintenance/Modernization Pricing (ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx)
2. Attachment 2 - National Maintenance/Modernization Pricing (ATTACHMENT 2 National Pricing.xlsx)
3. Attachment 3- National Inspection Pricing (ATTACHMENT 3 National Inspection Pricing.xlsx)

1. Attach Attachment 1-3 as indicated above.
Priority: 5. Response Type: File Attachment. Comment? yes

2. Please detail any additional pricing incentives ortha rebates that may be available, such as for large volume purchases by Participating Public Agencies.
Priority: 5. Response Type: File Attachment. Comment? yes

3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.
Priority: 5. Response Type: File Attachment. Comment? yes

4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.
Priority: 5. Response Type: File Attachment. Comment? yes

10 U.S. Communities Supplier Qualifications

Point Value: 0

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public

Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;

(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.
(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

11 U.S. Communities Administration Agreement & MICPA Information

Point Value: 0

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. ***The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached here) and submit without exception or alteration. Failure to do so may result in disqualification.***
Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) (attached here) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.
Priority: 5. Response Type: File Attachment. Comment? yes

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

12 U.S. Communities Supplier Worksheet for National Program Consideration

Point Value: 15

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The Supplier Worksheet for National Program Consideration.docx is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

4. Check which applies for your company sales last year in the United States:
Priority: 0. Response Type: Choose from a List. Sales ranges. Comment? yes

5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

7. Will your company commit to following the implementation schedule provided in Section 12: New Supplier Implementation Checklist?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

9. Submitted by (Name)
Priority: 3. Response Type: Text.

10. Submitted by (Title)
Priority: 3. Response Type: Text.

11. Please provide any narrative in the Comments section provided below, if necessary.
Priority: 3. Response Type: Text.

13 U.S. Communities New Supplier Implementation Checklist
Point Value: 0

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

14 U.S. Communities Supplier Information

Point Value: 20

Please respond to the following requests for information about your company. Click here to see an example for Question #2

1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.
Priority: 3. Response Type: Text.

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.
Priority: 3. Response Type: File Attachment. Comment? yes

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
Priority: 0. Response Type: Text.

4. Company- Explain how your company will educate its sales force about the Master Agreement.
Priority: 0. Response Type: Text.

5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			

Private Sector

Total Supplier Sales

6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales			

7. Company - Provide a list of your company's ten largest public agency customers, including contact information.
Priority: 0. Response Type: Text.

8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.
Priority: 0. Response Type: Text.

9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.
Priority: 0. Response Type: Text.

10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?
Priority: 0. Response Type: Text.

11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
Priority: 0. Response Type: Text.

12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.
Priority: 0. Response Type: Text.

13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
Priority: 0. Response Type: Text.

14. Distribution - Describe how your company proposes to distribute the products and services nationwide.
Priority: 0. Response Type: Text.

15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
Priority: 0. Response Type: Text.

16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).
Priority: 0. Response Type: Text.

17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.
Priority: 0. Response Type: Text.

18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
Priority: 0. Response Type: Text.

19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.
Priority: 0. Response Type: Text.

20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
Priority: 0. Response Type: Text.

21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.
Priority: 0. Response Type: Text.

22. Marketing - Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.
Priority: 0. Response Type: Text.

23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?
Priority: 0. Response Type: Text.

24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: $_____.00 in year one $_____.00 in year two $_____.00 in year three
Priority: 0. Response Type: Text.

25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
Priority: 0. Response Type: Text.

26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.
Priority: 0. Response Type: File Attachment. Comment? yes

28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.
Priority: 0. Response Type: File Attachment. Comment? yes

29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.
Priority: 0. Response Type: File Attachment. Comment? yes

30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.
Priority: 0. Response Type: File Attachment. Comment? yes

31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
Priority: 0. Response Type: Text.

32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.
Priority: 0. Response Type: Text.

33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.
Priority: 0. Response Type: Text.

34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
Priority: 0. Response Type: Text.

35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.
Priority: 0. Response Type: Text.

36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.
Priority: 0. Response Type: File Attachment. Comment? yes

37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.
Priority: 0. Response Type: File Attachment. Comment? yes

38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufacturer by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler
Priority: 0. Response Type: Text.

39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.
Priority: 0. Response Type: Text.

40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.
Priority: 0. Response Type: Text.

41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.
Priority: 0. Response Type: Text.

42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.
Priority: 0. Response Type: Text.

43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.
Priority: 0. Response Type: Text.

44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?
Priority: 0. Response Type: Text.

45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility?
Priority: 0. Response Type: Text.

46. Maintenance/Modernization Only- Describe your ability to provide remote monitoring of equipment (on equipment made by all manufacturers).
Priority: 0. Response Type: Text.

47. Maintenance/Modernization Only- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.
Priority: 0. Response Type: Text.

48. Maintenance/Modernization Only- State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.
Priority: 0. Response Type: Text.

49. Maintenance/Modernization Only- State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.
Priority: 0. Response Type: Text.

50. Maintenance/Modernization Only- Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.
Priority: 0. Response Type: Text.

51. Maintenance/Modernization Only- Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.
Priority: 0. Response Type: Text.

52. Maintenance/Modernization Only- What is your company's average elevator uptime?
Priority: 0. Response Type: Text.

53. Maintenance/Modernization Only- What is your company's callback rate?
Priority: 0. Response Type: Text.

54. Maintenance/Modernization Only- Describe the records you make available to public agencies. Do you provide online access to these reports?
Priority: 0. Response Type: Text.

55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.
Priority: 0. Response Type: Text.

56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?
Priority: 0. Response Type: Text.

57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?
Priority: 0. Response Type: Text.

58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.
Priority: 0. Response Type: Text.

59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?
Priority: 0. Response Type: Text.

60. Inspections Only- How do you manage inspection reports?
Priority: 0. Response Type: Text.

61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.
Priority: 0. Response Type: Text.

62. Inspections Only- Please provide a listing of your State Licenses/Certifications.
Priority: 0. Response Type: Text.

63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.
Priority: 0. Response Type: Text.

64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.
Priority: 0. Response Type: Text.

65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.
Priority: 0. Response Type: Text.

66. Inspections Only- Describe your process for training your field inspectors.
Priority: 0. Response Type: Text.

67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.
Priority: 0. Response Type: Text.

15 U.S. Communities State Notice Addendum

Point Value: 0

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:
Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml
All States in the United States of America:
Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania

Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming
Click here for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

16 U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

Point Value: 0

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").
In addition, Contractor agrees to the following specific provisions:
1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR part 15); and
f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

17 U.S. Communities Community Development Block Grant Addendum
Point Value: 0

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

18 U.S. Communities Uniform Administrative Requirements
Point Value: 0

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
Priority: 5. Response Type: Choose from a List. True/False. Comment? yes

19 References
Point Value: 10

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.
It is preferred that at least one (1) client references be a government sector client.

Instructions:

1. Download the attached (Proposer References.docx)form
2. Distribute to designated references
3. Collect the responses
4. Attach the completed forms below

1. Attach the completed reference form here from Reference #1.
Priority: 3. Response Type: File Attachment. Comment? yes

2. Attach the completed reference form here from Reference #2.
Priority: 3. Response Type: File Attachment. Comment? yes

3. Attach the completed reference form here from Reference #3.
Priority: 3. Response Type: File Attachment. Comment? yes

20 Sustainability
Point Value: 0

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements

when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.
Priority: 3. Response Type: Text.

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
Priority: 3. Response Type: Text.

21 City of Kansas City, MO HRD Forms and Instructions

Point Value: 0

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

00440: HRD Form 5 Construction Contract

HRD 08: Contractor Utilization Plan and Request for Waiver (00450)

HRD 10: Timetable for Utilization (00460 HRD 10)

HRD 11: Request for Modification or Substitution (00470)

HRD 13: Affidavit of Intended Utilization

004501.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Required forms are linked below. Click on the form name to download it.
Complete and upload each form in the appropriate question below.

1. Please attach the completed form: HRD Form 05 - Instructions for Construction Bids
Priority: 3. Response Type: File Attachment. Comment? no

2. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)
Priority: 3. Response Type: File Attachment. Comment? no

3. Please attach the completed form: HRD Form 10 - Timetable for Utilization (00460 HRD 10)
Priority: 3. Response Type: File Attachment. Comment? no

4. Please attach the completed form: HRD Form 11 - Request for Modification or Substitution (00470)
Priority: 3. Response Type: File Attachment. Comment? no

5. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization
Priority: 3. Response Type: File Attachment. Comment? no

6. Please attach the completed form: 004501.01- Letter of Intent to Subcontract
Priority: 3. Response Type: File Attachment. Comment? no

7. Please attach the completed form: 01290.14 - Contractor Affidavit for Final Payment
Priority: 3. Response Type: File Attachment. Comment? no

8. Please attach the completed form: 01290.15 - Subcontractor Affidavit for Final Payment
Priority: 3. Response Type: File Attachment. Comment? no

22 Cooperative Procurement with Other Jurisdictions Form

Point Value: 0

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?
Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

23 Tax Clearance for City and Local Governments

Point Value: 0

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 (website) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

Priority: 3. Response Type: Choose from a List. True/False. Comment? yes

24 Employee Eligibility Verification Affidavit

Point Value: 0

Please download the attached Employee Eligibility Verification Affidavit. Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

Priority: 3. Response Type: File Attachment. Comment? yes

25 Performance and Maintenance Bond

Point Value: 50

A Performance and Maintenance bond in the amount of the contract is required on this RFP.
00610 Perf. & Maintenance Bond 050113 (3).pdf

1. Do you acknowledge this Performance and Maintenance Bond requirement?

Priority: 3. Response Type: Text.

26 Payment Bond

Point Value: 50

A Payment Bond is required on this RFP.

00615 Payment Bond 050113 (2).pdf

1. Do you acknowledge the payment bond requirement?
Priority: 3. Response Type: Text.

27 Prevailing Wages
Point Value: 50

Prevailing Wage is required on this RFP. All wage orders are being attached.

Incremental_Increase_Letter 6-7-2017.pdf

00830.02 CASS AWO 6-7-2017.pdf

00830.02 CLAY AWO 6-7-2017.pdf

00830.02 JACKSON AWO 6-7-2017.pdf

00830.02 PLATTE AWO 6-7-2017.pdf

00830.02 RAY AWO 6-7-2017.pdf

1. Do you acknowledge this Prevailing Wage section?
Priority: 3. Response Type: Text.

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ADDENDUM NUMBER 1

Contract/Project Number EV2516

Title/Description Elevator & Escalator Maintenance and Services

ISSUE DATE: May 23, 2018

TO ALL PROSPECTIVE BIDDERS/PROPOSERS:

1. Attachment – Pre-Proposal Attendance Sheet

This Addendum addresses the following questions:

Q1.	Verify that the MBE / WBE requirements outlined in this RFP will only apply to the local, City of Kansas City contract and do not constitute a requirement or precedence for providing MBE / WBE participation (goals) for other participating agencies.
A1.	**Yes, MBE/WBE Participation Goals will only apply to work performed under the contract with the City of Kansas City, Missouri.**
Q2.	Contract start date is listed as October 1, 2018; however current City & County of Denver Master Contract – GENRL – 201414653-00 does not expire until 3/31/19. What are the provisions to address these different start / end dates.
A2.	**The October 1, 2018 is a tentative start date for the new contract. The official start of the new contract could be well into 2019 and closer to the current expiration date of the City & County of Denver Master Contract.**
Q3.	Current Inspection Test & Reports for City of Kansas City requires a City of KC Inspector to witness and provide inspection reports. With the new guidelines for a 3rd party inspection service, does this mean that there will be an "additional" inspection required for City of Kansas City and or any other jurisdictions with specific inspection requirements?
A3.	**No, no changes will be made to the current inspection reports performed by the City of Kansas City inspectors.**
Q4.	Verify that Affidavit of Intended Utilization must be fully executed and submitted in RFP365.
A4.	**Yes. Please submit documents #8 and #13 in Section 21. The other documents will need to be agreed to if a contract is awarded**

Q5.	Verify that Affidavit – Employee Eligibility Verification Affidavit ***does not*** have to be signed / executed and submitted with this RFP. This will only be required if awarded the project.
A5.	**No, this form is not required at time of submittal, but will be required if a contract is awarded**
Q6.	Verify what other Affidavits within the RFP are required to be submitted in RFP365. Or is it the intent of City of Kansas City only to have these finalized after award of the contract.
A6.	**Please refer to questions #4 and #5 for instructions.**
Q7.	Is the list of sites, buildings, and equipment provided with this RFP all-inclusive of the City of Kansas City's vertical transportation portfolio to be included under this Agreement?
A7.	**Yes, however there could be amendments to the contract in the future to add or remove any sites/buildings during the contract.**
Q8.	Since Elevator Inspections and consulting involve neither materials nor labor, it's extremely unusual for performance and payment bonds to be required for this portion of the work (which can also make the process take considerably longer). Will bonds be required for inspection service providers in this instance, or does this apply to the maintenance provider?
A8.	**The Inspection and Reports services that are required would not need its own Bonds unless designated by another end using agency.**
Q9.	May we have access to device information for the City? Knowing locations and dates of inspection would be very helpful. At minimum, knowing the quantity and types of devices would allow for the most competitive pricing, by allowing bidders to consider efficiencies in scheduling and use of other resources, and minimize projected risk (by reducing unknown factors/variables)--to offer the lowest realistic rate.
A9.	**Please refer to Section 9: Pricing/Cost Proposal and view "Attachment 1 City of Kansas City and Sample Projects Pricing" document, which list the location, description/equipment type, service type and frequency of service to provide clarity.**

This addendum revises referenced proposal and/or specifications documents as follows:

1. Delete and replace the following section(s):
    a. Delete Document, Sec. 27, Prevailing Wage Order 24 and replace with the following Document, **Sec. 27, Prevailing Wage Order 25 – Addendum No. 1**

EXHIBIT C

EV2516 - Elevator and Escalator Maintenance and Services

Brad Fleming
05/01/2018

1

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1. Introduction and Overview

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1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, higher education institutions, other government agencies and nonprofit organizations in the United States of America (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions (herein "Products and Services").

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") helps Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts are available for use by the respective Lead Public Agency and, also, by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United

States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in solicitations, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Charlotte, NC	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of El Paso, TX	Miami-Dade County, FL
City of Houston, TX	North Carolina State University, NC
City of Kansas City, MO	Onondaga County, NY
City of Los Angeles, CA	Port of Portland, OR
City of Ocean City, NJ	Prince William County Schools, VA
City of Seattle, WA	San Diego Unified School District, CA
Cobb County, GA	State of Iowa, IA
Denver Public Schools, CO	State of Louisiana, LA
Emory University, GA	The Ohio State University, OH
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $2.7 Billion Dollars in products and services annually. Each month more than 500 new users register to participate. The continuing rapid growth of public agency participation is fueled by the Program's proven track record of providing unparalleled value to public agencies.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

The City of Kansas City, MO is acting as "Lead Public Agency" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency

shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 11.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the City of Kansas City, MO and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide. The Advisory Board in 2017 purchased more than $168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above,
- Over 90 State and Regional Sponsors,
- Sales and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, webinars, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training and a host of marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Kansas City, MO reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Kansas City and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) whose response(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

1. Have you read and do you acknowledge the above Introduction and Overview? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

2. Instructions and Conditions

1. PURPOSE

The City of Kansas City, Missouri ("City") invites you to submit a proposal for Elevator, Escalator and Walkway Maintenance and Modernization Services, Inspection Services, and Related Solutions as listed in Section 3 of this Request for Proposal.

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2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the **City Contact Persons** listed below utilizing the RFP365 online tool by 11:00 p.m. (CST) on Friday, June 8th.

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3. CITY CONTACT PERSONS

General, Technical and Proposal Submission Questions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact persons:

Cedric Rowan, Manager of Procurement Services
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0814 (Phone) Cedric.Rowan@kcmo.org (Email)

Delois Moore, Senior Procurement Officer
Procurement Services Division
City Hall, 1st Floor, Room 102 W
414 East 12th Street, Kansas City, Missouri 64106
(816) 513-0807 (Phone) Delois.Moore@kcmo.org (Email)

Questions should be submitted through the RFP365 online tool and addressed to both Cedric Rowan and Delois Moore. The deadline for questions is Friday, May 18th at 12:00p.m (CST).

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4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer.

- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

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5. ESTIMATED SCHEDULE

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

RFP issued	Tuesday, May 1st, 2018
Non-Mandatory* Pre-Proposal Conference City of Kansas City, Missouri City Hall 414 East 12th Street 11th Floor Conference Room General Services Department Kansas City, MO 64106 *Suppliers need to make their best efforts to attend this pre-proposal conference. MBE/WBE goals (for local contract) and national requirements will be discussed in detail.	Wednesday, May 16th, 2018, 1pm cst
Deadline for questions to be submitted	Friday, May 18th, 2018, 12pm CST
Deadline for Proposals to be submitted	Friday, June 8th, 2018, 11pm CST
Presentations (via phone conference), if necessary	Wednesday, June 20th, 2018
Selection/Negotiations	June/July, 2018
City Council Approval	July, 2018
Contract Start Date	October 1st, 2018

6. RFP DOCUMENTS

This RFP consists of the following sections:

- This RFP
- Scope of Work
- Standard City Contract

- HRD Documents
- National Requirements

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7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

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8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline
  - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in number 3 (above) of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
  - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. http://www.kcmo.gov
- Questions - Post Deadline
  - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in number 3 (above). The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

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9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.
- Respondents will prepare their answers and upload completed forms in this electronic platform.
- Respondents can prepare responses to RFP questions that include:
    - Formatted text, using the formatting options in the text editor
    - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
    - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
    - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can user browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the uses computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.
- Submission after the due date at 11:00 p.m. (Central time) is not allowed.
- Technical support for this application is available at support@rfp365.com.

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10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, respondents will be required to prepare answers to various questions. These sections include, but are not limited to, the following:

- Business/Firm Profile and Legal Structure
- Experience
- Pricing/Cost Proposal
- Technical and Functional Requirements
- U.S. Communities Administration Agreement (signed, unaltered)
- U.S. Communities Supplier Worksheet for National Program Consideration
- U.S. Communities Supplier Information
- References
- Sustainability
- Other Required Documents

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11. EVALUATION CRITERIA

- Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.
- The City may change criteria and criteria weights at any time including after the due date for proposals.

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12. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

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13. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;
- request one or more best and final offers from any or all Proposers;
- accept any Proposal in whole or in part;
- require a Proposer to make modifications to their initial Proposals;
- make a partial award to any or all Proposers;
- make a multiple award to any or all of Proposers;
- terminate this RFP, and reissue an amended RFP.

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14. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 90 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for ninety (90) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- After ninety (90) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

15. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed.* A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed.

If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

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16. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

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17. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

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18. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if it is in the best interest of the taxpayers of the City to receive the late proposal(s).

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19. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

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20. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

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21. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses.

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22. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

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23. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the

burden of the Proposer to establish that such documents are exempt from disclosure under the law.

- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

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24. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

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25. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than $300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.

- Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: www.kcmo.gov

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26. TAX CLEARANCE FOR CITY and LOCAL GOVERNMENTS

The local governments of the City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

http://www.kcmo.gov

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27. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

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28. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

- Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.
- Buy Missouri Preference. It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

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29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website.

http://www.sos.mo.gov

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30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at (816) 513-1135 or visit the City's website. http://www.kcmo.gov

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31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

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32. EMPLOYEE ELIGIBILITY VERIFICATION

If this contract exceeds five thousand dollars ($5,000.00), Supplier shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that Supplier does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Supplier shall attach to the affidavit

documentation sufficient to establish Supplier's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Supplier may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

For those Suppliers enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Supplier will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Supplier shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

The affidavit is found under Section 24 - Employee Eligibility Verification Affidavit.

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33. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

Proposer must acknowledge acceptance or decline by returning the form found under Section 22 - Cooperative Procurement with Other Jurisdictions Form.

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34. RENEWAL OPTION

- The period of performance under the contract is for an initial term of five (5) years, with three (3) two-year renewal options.
- The continuation of the incumbent Supplier in the option year(s) is a prerogative of the Buyer and is not a contractual right of the Supplier. The Buyer's decision as regards exercising the option(s) is not subject to appeal.

The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

35. CITY OF KANSAS CITY, MISSOURI MBE/WBE/SLBE CONTRACT REQUIREMENTS

The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are 10**% MBE** participation and 0**% WBE** participation.

The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents. **The forms can be found in Section 21.**

The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs/SLBEs at http://kcmo.org/CKCMO/Depts/Ci... (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE/SLBE program.

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36. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

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1. Have you read and do you acknowledge the above Instructions and Conditions? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

Any documents, statements or information provided as part of this solicitation EV2516 are intended for the exclusive use of the City of Kansas City and US Communities and are considered proprietary and confidential. Distribution or disclosure of any information or documents provided herein to a third party without the prior written consent of KONE is strictly prohibited, unless such disclosure is required by applicable law, duly authorized subpoena or court order, in which case KONE requests that City of Kansas City provide prompt notice to KONE Inc., Attention General Counsel, 4225 Naperville Road, Suite 400, Lisle, IL 60532 and endeavor to give KONE an opportunity to respond prior to any disclosure.

3. Scope of Work

GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Suppliers are to propose the broadest possible selection of ELEVATOR, ESCALATOR AND WALKWAY MAINTENANCE AND MODERNIZATION SERVICES, INSPECTION SERVICES, AND RELATED SOLUTIONS they offer. The intent of this solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in this Request for Proposal, including but not limited to:

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift, and Dumbwaiter Maintenance:** This includes the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this Request for Proposal. Include the complete range of maintenance services and solutions offered by Supplier for all manufacturers' equipment to keep equipment in safe, fully operational condition. Such maintenance services are to include reliable established and documented maintenance procedures and schedules to insure reliable performance of equipment under a regularly scheduled program. This includes using a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment should be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier is to have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier is to have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, with the ability to provide periodic written condition report covering each piece of equipment.

- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Modernization:** This includes the furnishing of all material, labor, supervision, tools, supplies and other expenses necessary to provide repairs, upgrades and modernization of every description for all equipment covered under this Request for Proposal. Supplier is to offer the complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, and walkway equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or update controllers for all types of equipment, new or update signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.
- **Elevator, Escalator, Walkway, Wheelchair Lift, Platform Lift and Dumbwaiter Inspections:** This includes routine inspections, periodic inspections/test witnessing, final acceptance test witnessing, plan reviews, accident investigations, maintenance audits/surveys, fire service/emergency power test witnessing, insurance carrier inspection and other related services.
- **Related Products, Services and Solutions:** Additional related products, services or solutions offered by Supplier.

Additional details about service levels and requirements are provided in Section 6.

1. Have you read and do you agree to the Scope of Services? If you are responding to only certain categories, please please indicate which your company can provide in the Comments section below.
True
Our understanding is that this portion of the SOW will be incorporated into Section 6 to complete the SOW in its entirety.

2. If there are any concerns/issues with this section, please place a detail of those items in the Comments section provided below for this question.
KONE accepts these SOW definitions as service offerings the supplier may provide to all agencies utilizing the US Communities program if qualified.

4. Authorized Representative Form

By submission of the RFP response, the Proposer certifies that:

1. It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
2. It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
3. The prices contained in this Proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
4. It has the full authority of the Offeror to execute the Proposal and to execute any resulting contract awarded as the result of, or on the basis of, the Proposal;
5. Proposer will not withdraw the Proposal for ninety (90) days.

1. I hereby certify that I have both the legal authority from my business/firm and the right to enter into this contractual agreement with the City of Kansas City, Missouri, and have read, understood, and hereby fully accept all the terms, conditions, specifications, and pricing information contained within this document as well as any and all subsequent pages, addenda, and notices.
True

2. Authorized Representative name and title
KONE Cover Letter (RFP EV2516) 6.8.18.doc.pdf
Brad Fleming - Director of Institutional Vertical Market

3. Authorized Representative phone number and email address
Brad Fleming
KONE Inc.
4225 Naperville Road, Suite 400
Lisle, IL. 60532
(P) 630-955-4200
(C) 309-314-0880
brad.fleming@kone.com

4. Firm's name and physical address
KONE Inc.
One KONE Court
Moline, IL 61265
KONE Americas Headquarters
4225 Naperville Road
Lisle, IL 60532

5. Email address for Purchase Order
For City of Kansas City Purchase Orders will continue to be directed to Ashley.Brauer@KONE.com under the existing process. For all other participating public agencies if purchase orders are utilized the transmission of these documents will be agreed to by KONE and the local agency upon contract award.

5. Standard City Contract

Please review the attached files for the City's Standard Contracts for Facility Repair and Maintenance.

Facility Repair Maintenance Contract Part I and Facility Repair and Maintenance Contract Part II.

1. Will you be able to comply with the Standard City Contracts for Facility Repair and Maintenance?

False

Please see our response in question 2 below for the redlined version of the City's Standard Contracts for Facility Repair and Maintenance.

2. Please state any questions or concerns you have regarding the Standard City Contracts for Facility Repair and Maintenance.

2Facility Repair Maintenance Contract Part I 102014 KONE Redline 06.04.18 v2.docx
3Facility Repair & Maintenance Contract Part II 050113 KONE redline 06.04.18 v2.docx

6. Service Level Requirements and Scope Details

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled, and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
    - Contractor shall proceed with work when so requested and work continuously and diligently until completed.
    - Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
    - Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
    - Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.

- Non-Emergency - Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
- City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
- Contractor shall perform any and all work requested by City.
- Conferences will be held at the request of City or Contractor.
- The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. Warranty Guarantee: The Supplier warrants and guarantees that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Supplier further warrants, guarantees and agrees to remedy all such defects and to replace at Supplier's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City within ten (10) business days after receipt of notification of such defect(s).
7. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
8. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:
    - Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
    - Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
    - Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
    - Provide all necessary equipment and supplies.

i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for *immediate delivery and installation,* a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.

ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.

iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.

3. Contractor shall provide a schedule of planned PM service calls. This schedule shall be prepared and shared with the designated representative for each Department no less than 1 month in advance of the scheduled PM service call. The schedule shall include a date with a 4 hour block of time when the Contractor will be on site for the monthly or quarterly PM service call.

4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.

Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.
The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.
Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.
Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.
Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.
Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.
Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.
Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.
Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.
Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid 'state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new

door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the· least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
    - Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
    - Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.
2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.

5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. Supplier shall provide copies of all service tickets, initialed and checked Maintenance Report form to City and any Participating Public Agency with invoice.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
    - The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
    - Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to the 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service of the service call directly from the personal computer. The City shall further be able to access repair and service call history for any units on Contract. The Supplier shall provide instructions and training on how to use the system.
8. At a minimum, the Supplier's online system will be able to provide the following:
    - 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
    - Mean Time Between Callback data on a per property and per unit basis
    - 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
    - Proposal history to view any open proposals and service recommendations.
    - Local sales representative and superintendent contact information.
    - Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually.

- Indicate if equipment has remote monitoring.
- Data shall be able to be downloaded in to excel or pdf format,

Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
    - Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
    - Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
    - Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
    - At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
    - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
    - All communications given to or received from the superintendent shall be binding on Contractor.
    - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the Contract documents.
    - All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
    - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
    - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders
    1. Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
    2. If Contractor determines the maintenance work order will exceed $5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
        1. Include this Contract Number.
        2. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
        3. Include proposed number of Calendar Days required to complete the ordered work.
2. Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.
3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
4. Emergency Work
    1. Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
    2. If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling $5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
    3. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.
5. Not-To-Exceed Proposals
    1. Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.
6. Stop Work Orders
    1. The City reserves the right to verbally order that all work cease on a project at any time.
    2. The individuals authorized to issue verbal work stop orders are:
        1. City's representative
        2. City Risk Manager
        3. The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. General: The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.
3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.

9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only.
2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
    - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
    - Service trucks and all related expenses.
    - Normal expendables
    - General Conditions including Insurance and Bonds
    - Office expenses
    - Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
    - Work/Task Order Number if applicable.
    - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
    - Total hours worked by each trade and applicable hourly wage rate bid.
    - Itemized costs of all materials and other allowable expenses showing cost to contractor and cost with mark-up applied, as applicable.
    - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
    - Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
    - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a $35.00 fee for each employee for fingerprinting and background processing and a $100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing

services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.

3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA *Security Guidelines for General Aviation Airports*, and Aviation Department *Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor shall provide all labor, tools, equipment, materials and all incidentals required and/or implied for the complete and satisfactory performance of routine and periodic inspections and witnessing of periodic tests of all equipment in the Scope of Work as required by the City.
2. Contractor shall be an experienced and competent service provider who has satisfactorily inspected and witnessed the testing of equipment of this type to the degree included in these specifications. Inspectors and Inspection Supervisors shall be qualified in accordance with ASME QEI-1 2013. Inspectors shall also be certified to perform elevator inspections by the International Code Council (ICC) and by an agency accredited by the ASME to certify elevator inspectors and inspection supervisors.
3. The Contractor shall not be a firm actively engaged in providing elevator maintenance and/or repair services.
4. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure

relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.

5. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
6. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing and inspections should be performed during normal business hours.
7. The contractor shall submit a written inspection report within ten (10) business days to the City. The report should include the existence of the development of and defects in, or repairs required to, the equipment and shall also furnish a written, detailed estimate of the cost to make the necessary repairs.
8. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier 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 Supplier.
9. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.
10. Periodically inspection services may be required other than those specified here (ex. acceptance inspections for major alterations or other inspections at a greater frequency than that specified herein). All extra inspection services shall be performed according to the applicable version of ASME A17.1 and A17.2 and local codes and ordinances, and shall be performed on an hourly labor rate basis according to the labor rates provided in Appendix A-3.

1. Have you read and do you agree to the Service Level Requirements? Please indicate any comments or concerns in the comments section provided below.

We have read the Service Level Requirements, and would like to like to make sure that Section 3 - SOW will be added to Section 6 - Service Level Requirements and Scope Details as the complete offering to all Participating Public Agencies.

2. If exceptions are taken to the Service Level Requirements, please attach a redlined version of the Requirements here.

See Attachment: ServiceLevelRequirements - SOW.docx

7. Business/Firm Profile and Legal Structure

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.

The enclosed file contains KONE company information requested plus additional information related to KONE organization, safety, quality, bank references and financials.
7KONE_Prequalification Package Published.pdf

2. Brief history of business/firm including date the business/firm was established under the current name.

Our story begins in 1910, when a machine repair shop in Helsinki became known as KONE, Finnish for "machine". More than a century later, KONE enables the smooth flow of millions of people in urban centers across the world.

In 1994 KONE bought the fourth largest elevator business in the United States, Montgomery Elevator Company, and made plans to move decisively into China and expand operations in India. In just a few years, KONE had traded product diversity for expanded geographical coverage in its core business: elevators and escalators. Its product range, however, was still not competitive enough.

In 1996 KONE introduced the world's first machine-room-less elevator, the KONE MonoSpace®, and revolutionized the industry. Powered by the KONE EcoDisc®, a thin, round hoisting machine placed inside the elevator shaft, the KONE MonoSpace was by far the most efficient and environmentally friendly elevator of the time. It quickly became the industry standard, and KONE later adapted the low-rise technology to mid- and high-rise elevators as well.

2001 saw the introduction of the KONE JumpLift® construction-time elevator for skyscrapers, which enables a fast and safe construction process in all weather conditions. The elevator grows with the building and can be moved upwards floor by floor as high-rise building construction progresses. That same year Manfred Eiden, a German, was appointed KONE president.

In 2010 KONE celebrated its 100-year anniversary at its 1,000 locations around the world in 2010. By now, the company employed around 34,000 people, and delivered around 60,000 elevators and escalators per year.

In 2013 KONE revolutionized the high-rise elevator industry with its groundbreaking KONE UltraRope® technology. The superlight hoisting cable has a carbon fiber core and eliminates many of the disadvantages of conventional steel rope, enabling future elevator travel of up to 1 kilometer while providing unparalleled elevator eco-efficiency, reliability and durability.

In February 2016, KONE announced an agreement with IBM to use the Watson Internet of Things Cloud Platform to collect and store equipment data, build applications and develop new solutions. Over the coming years, KONE will connect its global maintenance base of more than one million elevators, escalators and building doors to cloud-based services to minimize equipment downtime and carry out repairs more quickly. KONE opened a new U.S. manufacturing and research and development facility in Allen, Texas. The 16,000-square-meter facility houses the supply operations for the KONE Americas region as well as a research and development center, including a test tower.

In 2017 KONE also launched its 24/7 Connected Services, which use the IBM Watson Internet of Things (IoT) platform and other advanced technologies to connect, remotely monitor, and optimize equipment performance, reliability, and safety.

KONE has been the only vertical transportation company to be selected by Forbes since 2011 as one of the Most Innovative Companies in the World, and was most recently identified again in their 2018 results - https://www.forbes.com/companies/kone/.
7.2KONE Profile_2018.pdf

3. List all services provided by the business/firm.

KONE is an innovative leader in the elevator and escalator industry. Our job is to make the best of the world's cities, buildings and public spaces. We believe that smarter and more sustainable cities are part of the solution for better living. Enclosed are a list of major service and product offerings by KONE, which more detail can be reviewed in our **KONEServiceOffering.pdf** and **KONEProductsSolutions.pdf** attachments in Section 14 - Question 31.

NEW EQUIPMENT

We provide solutions for all types of buildings. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, automatic doors, monitoring, access and destination control systems.

MAINTENANCE

We offer a wide range of maintenance and monitoring solutions that maximize safety and reliability while minimizing downtime and costs. These include smart preventive services, expert advice and rapid response.

MODERNIZATION

Our flexible modernization offering gives customers full control over the upgrade of their equipment. Our modernization services help customers determine when and how to upgrade equipment to ensure a lifetime of optimal operation and to maximize customers' return on investment.

QUOTED REPAIRS AND UPGRADES

KONE offers an extensive list of repairs and upgrades that range from power unit upgrades, cab interiors, motor replacement, etc. Please refer to the list of possible repairs and upgrades attached in this section for a more comprehensive listing, but not limited to what is identified.

ASSET MANAGEMENT PLANNING

The Asset Management Plan (AMP) is designed to proactively provide a summary of your building's elevator and escalator requirements to assist in budgeting and prioritizing upgrades. The AMP informs and educates on recent and upcoming changes, and assists in the budgeting process, categorizing each upgrade into the following key areas: Code, Safety, Accessibility, Performance & reliability, Aesthetics, Eco-efficiency and Modernization.

KONE Online

KONE Online is a global, web-based extranet system that allows our maintenance customers and KONE employees with 24/7 access to detailed and real-time information related to the performance and activities surrounding their equipment, to assist in managing their business. Reports may be viewed in an interactive online format or downloaded to either an Excel spreadsheet or PDF file. An unlimited number of reports and graphs may also be set up to automatically run and be emailed to the user with their specified criteria (locations/units, date range, etc.) at their own selected frequencies (daily, weekly, monthly, etc.).

REMOTE MONITORING

KONE Remote Monitoring Service - Voice Link (KRMS Voice Link) is a 24/7 emergency communication monitoring service provided by the KONE Customer Care Center, exclusively for KONE

maintenance customers. KRMS Voice Link connects the elevator phone to the KONE Customer Care Center Emergency Line through the existing phone line. The Emergency Line is a dedicated phone line solely for elevator phones, which receives priority response over other incoming calls.
KONE Remote Monitoring Service - Data Link (KRMS Data Link) is a tool that helps to improve reliability and reduce equipment downtime by remotely analyzing possible equipment malfunctions when they occur. KRMS Data Link works in three ways as follows: (1) Daily data call: KRMS Data Link will call into the KRMS server on a daily basis and download select usage statistics, (2) KRMS Data Link will report back to the KRMS server and log a callout indicating that the unit is out of service. When this happens, the KONE Customer Care Center places a call to the customer to determine how the situation should be handled, and (3) Based on a set of rules and algorithm, KRMS Data Link has the ability to detect conditions or a pattern of conditions that may lead to a breakdown or callout in the future.
24/7 Connected Services - In 2017 KONE also launched its 24/7 Connected Services, which use the IBM Watson Internet of Things (IoT) platform and other advanced technologies to connect, remotely monitor, and optimize equipment performance, reliability, and safety.
KONE 24/7 Care Center
The KONE Customer Care Center is located in the KONE Operations Center in Moline, IL and operates 24/7/365, communicating with customers and dispatching technicians throughout the United States and Canada. The KONE Customer Care Center team fully supports safety of our technicians by monitoring their reporting activity. If a technician has not reported back within a specified time period, an alert is sent to the KONE Customer Care Center team to provide a safety check-in with the technician.
KONE TECHNICAL SERVICE CENTER
KONE's newly renovated Technical Service Center located in Moline, IL, strategically brings KONE employees, spare parts, training and technology under one roof to enhance customer service in the U.S., Canada and Mexico. The Technical Service Center includes KONE Spares parts supply along with development and administration of Technical Support, Technical Services, and Technical Training programs for elevator and escalator service, modernization and construction employees throughout the Americas regions.

4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.

Kansas City KONE Employee Presence: 33 as of June 2018
Local Union 12 Field Employees: 75 as of June 2018
Please see enclosed bios and organization chart of City of Kansas City personnel who have been directly involved in the management of this account to ensure success and continued growth of the relationship.
7.4KCLocalOrgChart.pdf
Steve Weber (2018).pdf
Poggemiller Profile (2018).pdf
Ryan Bender (2018).pdf
Brauer Profile (2018).pdf

5. Type of ownership, or legal structure of business/firm.

Type of Entity:	Corporation
State of Incorporation:	Delaware
Date of Incorporation:	12/31/1956

6. Has the business/firm ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

False

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.

7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

False

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.

8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.

7Claims and Litigation.pdf

9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.

False

Like other large American corporations, at any given time KONE has a variety of claims and lawsuits filed against it. KONE can state with confidence that there are no outstanding judgments against KONE, and that no known claims now existing, nor aggregate of known claims now pending, in any manner impinge on the financial strength of the company or in any manner limit the ability of KONE to perform any contract or project. KONE is seldom, if ever, subject to a judgment against it in a contractual dispute. KONE takes its contractual obligations very seriously and is committed to meeting all its obligations in a timely, professional and satisfactory manner. We take pride in being able to resolve disputes with or against our customers in a non-litigious manner to the satisfaction of both parties.

8. Experience

For questions 1-5 below, describe the five (5) most relevant or comparable contracts completed by your business/firm during the past five (5) years.

For each listed contract, provide a narrative that includes:

1. the assigned project personnel
2. scope of services provided
3. dollar amount of the contract
4. contractual performance standards versus your actual performance
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number
6. summary of how your business/firm delivered services
7. pricing and contractual compensation terms

1. Relevant contract description #1

City of Kansas City - 235 Total Units

1. the assigned project personnel - **Ashley Brauer - KONE Account Manager**
2. scope of services provided **- Maintenance, Repair, Callout Service, Asset Management Plans and Modernization**
3. dollar amount of the contract **- $3.6 (2017 data)**
4. contractual performance standards versus your actual performance - **Compliant**
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number - **Delois Moore, Senior Procurement Officer, Delois.Moore@kcmo.org, (816) 513-0807.**
6. summary of how your business/firm delivered services - **Prime Contractor with KONE personnel.**
7. pricing and contractual compensation terms - **$62,698 Monthly In Advance**

2. Relevant contract description #2

Florida A&M University - 76 Total Units

1. the assigned project personnel - **David West - KONE Account Manager**
2. scope of services provided - **Maintenance, Repair, Callout Service, Asset Management Plans**
3. dollar amount of the contract - **$120,000 Annually**
4. contractual performance standards versus your actual performance - **Compliant**
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number - **Kelvin Rosier, Assistant Director Building Maintenance, Kelvin.rosier@famu.edu, (850) 599-8050.**
6. summary of how your business/firm delivered services - **Prime Contractor with KONE personnel**
7. pricing and contractual compensation terms - **$10,001 paid monthly in advance**

3. Relevant contract description #3

City and County of Denver - 142 Total Units

1. the assigned project personnel - **Kristin Bieberly, KONE Account Manager**
2. scope of services provided - **Maintenance, Repair, Callout Service and Asset Management Plans.**

3. dollar amount of the contract - **Approximately $1.650,000 5-year term**
4. contractual performance standards versus your actual performance - **Compliant**
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number - **Ruth Bruski, Senior Buyer, Ruth.Bruski@denvergov.org, 720.913.8153.**
6. summary of how your business/firm delivered services - **Prime Contractor with KONE personnel**
7. pricing and contractual compensation terms - **$27,648 monthly in arrears**

4. Relevant contract description #4

Pima County Arizona- 86 Total Units

1. the assigned project personnel - **Shaun Dale, KONE Service Manager**
2. scope of services provided- **Maintenance, Repair, Callout Service, Asset Management Plans and Modernization**
3. dollar amount of the contract - **Approx. $1.5 million**
4. contractual performance standards versus your actual performance - **Compliant**
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number - **Tony Cisneros, Deputy Director Facilities, Tony.Cisneros@pima.gov, 520-419-0657.**
6. summary of how your business/firm delivered services - **Prime Contractor KONE personnel**
7. pricing and contractual compensation terms - **$15,000 monthly in arrears**

5. Relevant contract description #5

Dupage County - 56 Total Units

1. the assigned project personnel - **Martin Rogman, KONE Sales Executive**
2. scope of services provided - **Maintenance, Repair, Callout Service, Asset Management Plans, Remote Monitoring and Modernization.**
3. dollar amount of the contract - **$300,000 Annually**
4. contractual performance standards versus your actual performance - **Compliant**
5. the contracting entity's contact person, e-mail address, cell phone number, and telephone number - **Mark Thomas, Facilities Manager,**
6. **Mark.Thomas@dupageco.org, 630-407-8280.**
1. summary of how your business/firm delivered services - **Prime Contractor KONE personnel**
2. pricing and contractual compensation terms - **$24,158.00 monthly in arrears**

9. Pricing/Cost Proposal

PRICING INFORMATION

The Proposer must submit the Cost Proposal in the following format:

1. Attachment 1 - City of Kansas City Maintenance/Modernization Pricing (ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx)
2. Attachment 2 - National Maintenance/Modernization Pricing (ATTACHMENT 2 National Pricing.xlsx)
3. Attachment 3- National Inspection Pricing (ATTACHMENT 3 National Inspection Pricing.xlsx)

1. Attach Attachment 1-3 as indicated above.
See Attachment: ATTACHMENT 1 City of Kansas City and Sample Projects Pricing.xlsx
See Attachment: 5ATTACHMENT 2 National Pricing.xlsx
See Attachment: 9.1CityofKCExpenditure5.1.16 - 4.30.17.pdf
See Attachment: 9.1CityofKCExpenditure5.1.17 - 4.30.18.pdf
Attachment 3 doesn't apply due to annual and QEI inspections being required to be conducted by the State or 3rd party inspection companies. Taxes: Each public agency is responsible for the payment for all federal, state or local taxes applicable to the services or materials provided under this agreement, unless a tax exempt certificate is provided to supplier.

2. Please detail any additional pricing incentives or other rebates that may be available, such as for large volume purchases by Participating Public Agencies.
See Attachment: KONE Value Added Incentives offered to all Participating Public Agencies.pdf

3. Proposer may proposed fixed prices for the first three years of the contract for evaluation. Note about Renewal Pricing: The City realizes that price changes may occur over the term of the contract. The City is interested in obtaining the best price in the initial term of the contract as well as the best price for any renewal years. In proposing price changes subsequent to the first three years, you may propose no increase, a decrease, a constant percentage increase, the consumer price index or an appropriate producer price index. You may offer several alternatives. Although the City will not be required or obligated to exercise all renewal options, assume the City will exercise all renewal options for offering renewal pricing.
See Attachment: 9.3KONETermPricing.pdf

4. Include any additional information here related to pricing, rebates or discounts. This could include additional discounts, catalogs, or any other criteria relevant to the pricing proposal.
See Attachment: KONEEnrichedValueAdd.pdf

10. U.S. Communities Supplier Qualifications

Commitments
U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.
The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:
(a) **Corporate Commitment**.
(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.
(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.
(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.
(b) **Pricing Commitment**.
(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the

contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.
(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.
(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.
(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.
(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to

perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;

(2) Copy of original procurement solicitation;

(3) Copy of Master Agreement including any amendments;

(4) Summary of Products and Services pricing;

(5) Electronic link to U.S. Communities' online registration page; and

(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or

otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1. Have you read and do you agree to the U.S. Communities Supplier Qualifications? If you have any narrative, please place it in the Comments section provided below.
True
KONE Executive Vice President of KONE Americas Larry Wash leads over 7000 employees, and shares in the attached video the significance of the relationship with the City of Kansas City and US Communities.

11. U.S. Communities Administration Agreement & MICPA Information

The Administrative Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. ***The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached Monthly Admin Agreement Elevators.pdf) and submit without exception or alteration. Failure to do so may result in disqualification.***
Additionally, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) (attached here) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

1. Have you read and do you agree to the U.S. Communities Administration Agreement? If you have any narrative, please place it in the Comments section provided below.
True
KONE has provided an executed agreement reflecting our commitment to the US Communities Program, and our willingness to expedite the new Master Agreement with the City of Kansas City as the Lead Public Agency.

2. As a reminder, the Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached above) and submit it here without exception or alteration. Failure to do so will result in disqualification. Please attach the scanned Administration Agreement below.
See Attachment: Monthly Admin Agreement Elevators.pdf
KONE has extended the 3% admin fee to all services, products and solutions excluding New Equipment sales, which a 1% admin fee will be applied due to the considerably competitive nature of this business line.

3. Do you acknowledge that you have read the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA)? If you have any narrative, please place it in the Comments section provided below.
True

12. U.S. Communities Supplier Worksheet for National Program Consideration

Suppliers are required to meet specific qualifications. Please respond to each qualification statement below. The Supplier Worksheet for National Program Consideration.docx is also attached for your reference.

1. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
True

2. Does your company have the ability to provide products and services to any Participating Public agency in all 50 states? (If no, identify the states where you do not have the ability to provide products and services in the Comments section provided.)
True

3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? (If no, identify the states where you have the ability to call on Participating Public Agencies in the Comments section provided.)
True

4. Check which applies for your company sales last year in the United States:
Sales greater than $100,000,001

5. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
True
Our National Account Management support will be divided into two positions with Brad Fleming managing the East Region, and Michael Lynch managing the West Region. This structure ensures alignment with our KONE Regional Structure to ensure SVP oversight and access to support the program.

6. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
True

7. Will your company commit to following the implementation schedule provided in Section 13: New Supplier Implementation Checklist?
True

8. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
True

9. Submitted by (Name)
Brad Fleming

10. Submitted by (Title)
Director of Institutional Vertical Market

11. Please provide any narrative in the Comments section provided below, if necessary.
9Supplier Worksheet for National Program Consideration.docx

13. U.S. Communities New Supplier Implementation Checklist

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**

1. Will you be able to comply with the U.S. Communities New Supplier Implementation Checklist above? Please state any questions or concerns you have regarding the U.S. Communities New Supplier Implementation Checklist in the Comments section provided below.

True

KONE is 150% committed to ensuring a smooth and seamless transition from the City and County of Denver for all public agencies utilizing the program, and we're able to meet the timelines set forth in the implementation checklist.

14. U.S. Communities Supplier Information

Please respond to the following requests for information about your company. Click here to see an example for Question #2

1. National Commitments - Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy, and Sales) in Section 9.

KONE has been with US Communities since 2008. Over these 10 years KONE has demonstrated our understanding of what the contract means, requires and have participated extensively in many of the USC programs and involved with the National Sponsors. Our track record and experience of the current contract we feel over the last 10 years has proven our capabilities and commitment to U.S. Communities and the City and County of Denver, and our due diligence to the contract commitments will continue with the new Lead Public Agency - City of Kansas City. We welcome and encourage the expanded Scope of Work with Related Products, Services and Solutions, and will continue to drive value to our mutual customers utilizing the US Communities Program. We fully understand the technical requirements of this contract and we can exceed the expectations at all levels in this proposed contract. KONE has met the Supplier Commitments over the past 10 years evident in our Annual Review Process including Supplier Manager Corey Imhoff with US Communities and City and County of Denver.

See snapshot of most recent US Communities Annual Review related to Corporate Commitments:

SUPPLIER COMMITMENTS

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

YES	CORPORATE Compliant	YES	PRICING Compliant
YES	ECONOMY Compliant	YES	SALES Compliant

As a supplier partner, we continually work together to ensure our supplier commitments are met for the benefit of the program and our participating public agencies.

KONE US Communities Sales & Growth History

Sales and Growth

Vendor Name		Sale Year 2009	2010	2011	2012	2013	2014	2015	2016
Kone	Growth %		940.19%	25.50%	51.20%	18.77%	32.08%	90.98%	29.65%
	Sale Amount	481,137	5,004,761	6,281,032	9,496,700	11,279,320	14,897,371	28,451,530	36,886,497

2017 YE
$48,306,160
(31% Growth)

www.uscommunities.org 12

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

****

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We have provided the answers to Questions 5 & 6 below due to the inability to replace the provided chart in those sections with our customized chart below. The sales data provided below has been approved by our Corporate Finance Department to be shared with the City of Kansas City and US Communities.
Due to the expanded scope of work the sales results for Question 5 & 6 would produce the same data since it encompasses all services and products offered by KONE Inc.

US Totals - in Millions	2015	2016	2017	2017 LIS	Comments
Private - Service	$ 599	$ 633	$ 632	94,240	
Private - Modernization	$ 223	$ 251	$ 236		
Public Service	$ 123	$ 130	$ 130	19,580	
Public Modernization	$ 19	$ 22	$ 21		
Grand Totals	**$ 965**	**$ 1,035**	**$ 1,018**	**113,820**	
Total Service	$ 722	$ 762	$ 762		
Total Modernization	$ 243	$ 273	$ 256		

US Communities - 2017					
LIS = Lifts in Service				9,296	Represents 47.4% of total Public units in our portfolio.
Service Business			$38,230,858		Represents 29.4% of total Public MV$ in our portfolio.
Modernization Business			$10,075,301		Represents 48% of total Public MV$ in our portfolio.
			$48,306,159		

2. Company - Provide the total number and location of sales persons employed by your company in the United States. Please upload a file (Word, Excel, PDF) with your company's sales force profile below. See example provided in the attachment above.

See Attachment: 14KONE Salesforce.pdf
KONE has a total of 301 sales representatives in the US area, and the attached document is organized in a pivot table by Region - District - Branch.

3. Company - Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Internally, we understand the value this contract brings to KONE and why it's in our best interest to continue the nationwide campaign to all state, local government and private Higher Education customers on the benefits of the program. KONE's National Account Manager's (Brad Fleming and Mike Lynch) will manage what we have in place today, which is:

- Use of our Lead Generation Sales Team who calls and sends email campaigns to prospective US Communities customers outlining the contract benefits to encourage interest. When interest is gathered, the lead is sent directly to the front line sales representative to engage the prospective agency.
- We will continue promoting the value of this contract on the KONE internal KONE US Communities web site created by the Institutional Vertical Market team to drive communication and support to our Front Line sales force as a resource.
- We have a number of Business Developers throughout the Country that have identified their top US Communities prospects, and are tasked with pursuing the agencies to advise of the programs value.
- In addition, our sales force is heavily involved in attending US Communities Summits supporting and growing public relationships.

- Local offices are also engaged in local public associations that are apart of larger National organizations such as NIGP, NAEP, CAAPO, etc.
- We have instituted monthly Business Development calls to discuss with local offices the target agencies they've identified as potential USC users.
- Engagement and partnering with US Communities Program Managers will continue to occur when visiting local areas to work together and leverage efforts and contacts.

Our local marketing efforts will focus on benefits, improved support, cost savings, safety, performance ability and technology for all U.S. Communities customers. Our local account managers and business developers will focus on the following important features and advantages:

KONE & US Communities Benefits:

- National Account & US Communities Team Support

- Contract Flexibility
- Cost Savings
- Flexible Terms and Conditions

- Full Service & Repair, Modernization and Installation of Vertical Transportation for Elevators, Escalators, Autowalks, etc.
- Expertise in both KONE & Non-KONE equipment
- Our North American Call center staffed with KONE employees 24/7/365
- KONE Spares - Multi-Million Dollar Inventory of Spare Parts
- Dynamic Dispatching and Rout Planning Utilizing GPS Technology
- Specification Planning & Support for Modernization and New Equipment
- Asset Management Plan for Code, Performance and Safety upgrades
- KONE Online Web Based Reporting System
- Ongoing Global Research & Development
- End User Safety Training
- 24/7 IBM Watson Connected Services

KONE & USC joint efforts email marketing campaign:
US Communities - KONE mail campaign (5.21.18).pdf

4. Company- Explain how your company will educate its sales force about the Master Agreement.

1. The most efficient way to train and provide continuing education regarding the KONE/U.S. Communities Agreement and the benefits it can bring to state and local government agencies will take place through quarterly Webinars for each of the 11 districts within KONE US.

2. Our New Hire Training (local and college intake) curriculum has a special US Communities session set-aside where we educate and provide an overview of the US Communities program for all new KONE sales staff.
3. Business Developer Monthly Sales calls will highlight US Communities by discussing their top prospects and providing upper management a chance to provide additional support.
4. KONE is implementing an Adopt-a-BD program partnering our Strategic Account leaders with Business Developers around the company. Brad Fleming and Mike Lynch will each work closely with specific Business Developers to assist with growth and development. The US Communities program will be one of the key focuses during the one-on-one coaching sessions.
5. District sales meetings will highlight US Communities providing another opportunity to educate and reinforce the value and benefits of the program. These sessions will include discussions regarding the growth of U.S. Communities and potential US Communities targets.
6. Discussions around key success stories and how our sales effectiveness training program has helped to secure new customers through US Communities. By sharing these stories, we can develop best practices to be implemented nation-wide to assist in the education and securing of public agencies through the US Communities program.
7. Our Strategic Account Managers for the U.S. Communities contract will travel throughout the year to their districts, which are aligned with the U.S. Communities Program Managers. This will allow for the opportunity to train, coach and assist our individual sales force team with sales calls on a one on one level.
8. We will encourage the sales staff to engage the US Communities Program Managers to work together on developing targets and gain greater insights and understanding into the US Communities program itself.
9. Brad Fleming and Mike Lynch will continue to conduct US Communities Refresher presentations throughout the 11 districts.

5. Company - Provide the company annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			

Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.

6. Company - For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

Segment	2014 Sales	2015 Sales	2016 Sales
Cities	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.
Counties			
K-12 (Public / Private)			
Higher Education (Public / Private)			
States			
Other Public Sector and Non-profits			
Federal			
Private Sector			
Total Supplier Sales	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.	*See Question 1 of this section for data pertaining to this question.

7. Company - Provide a list of your company's ten largest public agency customers, including contact information.

KONE's Top 15 Institutional accounts by monetary value that would qualify for the US Communities Program. Customer/Agency approval would need to be received prior to providing releasing contact information. Please contact Brad Fleming or Mike Lynch with further inquiry, and they'll be able to assist.

Vertical Segments	Service Location Name	City	State	Zip
INSTITUTE	MBTA	CAMBRIDGE	MA	02138
INSTITUTE	PHOENIX SKY HARBOR INTL	PHOENIX	AZ	85034
INSTITUTE	MCCARRAN INTERNATIONAL AIRPORT	LAS VEGAS	NV	89111
INSTITUTE	ATLANTA AIRPORT	ATLANTA	GA	30320
INSTITUTE	NEWARK INTERNATIONAL AIRPORT	NEWARK	NJ	07114
INSTITUTE	PORT AUTHORITY OF NY & NJ	NEW YORK	NY	10018
INSTITUTE	HONOLULU INT'L AIRPORT	HONOLULU	HI	96819
INSTITUTE	UNIV OF PENNSYLVANIA	PHILADELPHIA	PA	19104
INSTITUTE	SAN DIEGO COUNTY REGIONAL AIRPORT	SAN DIEGO	CA	92101
INSTITUTE	FASHION INSTITUTE OF TECHNOLOGY	NEW YORK	NY	10001
INSTITUTE	CITY AND COUNTY OF DENVER	DENVER	CO	80202
INSTITUTE	SEATTLE TRANSIT - CITY OF SEATTLE	SEATTLE	WA	98101
INSTITUTE	PUGET SOUND REGIONAL TRANSIT	TUKWILA	WA	98188
INSTITUTE	CITY OF HOUSTON	HOUSTON	TX	77002
INSTITUTE	ANAHEIM CONVENTION CENTER	ANAHEIM	CA	92802

8. Company - Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

US Communities is the only Public Agency cooperative purchasing agreement we have at this time. KONE holds other GPO agreements with Premier, MedAssets, Novation and Amerinet, which are mostly in the private sector dealing with the Medical Market.

9. Distribution - Describe you company's normal order processing procedure from point of customer contact through delivery and billing.

It varies from type of order being sent into be processed, but all orders and request are internally managed by our Electronic Contract Management System (ECMS). A maintenance order (most common) typically consists of 3 parts a contract, scope of work and equipment survey. Contracts are reviewed by our contract department and negotiated. The scope of work and surveys are handle by our service operations department to set up maintenance plans and schedule. The billing department also review the contract and pricing and sets up the appropriate billing cycles and address. The finally executed contract is stored in a depository within ECMS, where all tasks items are tracked and completed.

10. Distribution - In what formats do you accept orders (telephone, e-commerce, etc.)?

KONE's products and services are complex in nature, and typically need contract documents, proposals, terms and conditions agreed to and signature from customer in order to proceed forward with SOW. We

do allow for these documents to be sent electronically by email for order to be placed. We have a centralized Quick Quote team that will accept approved proposals from customers by phone/email, which then our centralized team will generate a KONE service order to the appropriate. Quick Quotes is an alternative way for a salesperson, service supervisor or field technician to have a proposal generated and delivered to the customer. This program allows a KONE Customer Care Center agent to receive a request from the technician, supervisor or sales representative in order to respond quickly to customer concerns, and in return for the customer to approve directly with their team.

11. Distribution - Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

KONE uses multiple systems depending on what service or product has been ordered, but all data is centrally inputted ultimately in SAP.

12. Distribution- Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Payment Terms are Net 30 days, with the following payment discount option excluding credit card payments:

Quick - Pay Incentives:

Annual in advance - 1% discount

13. Distribution - State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

KONE allows for credit card payment to be made on customer invoices for any service or product ordered, but authorization documents may be required prior to acceptance.

14. Distribution - Describe how your company proposes to distribute the products and services nationwide.

As the current service provider for this Master Agreement, we will continue to use the experience of our Strategic Account Managers, who are the regional and district resources responsible for the U.S. Communities program who will drive the sales force of 301 representatives to market US Communities and the efforts the City of Kansas City has done as Lead Public Agency. Part of their role is to ensure contractual requirements are being enforced internally for the necessary reporting required and externally for all customers. The main points of contact for KONE are Brad Fleming (East Region) and Michael Lynch (West Region). Their main responsibility will be the strategy and execution of the new contract within their territories. Our Strategic Team has grown US Communities Account to the largest National Account within our organization, which receives visibility at the highest levels. Our growth has been double-digit sales growth year over year and as this trend continues, KONE will add the necessary resources in order for continued success with the U.S. Communities Program.

KONE Way is how we run our business to provide speed and consistency for our customers. It defines how we implement our strategy fast and in a common way. Its purpose is to improve customer service experience, employee satisfaction and business performance. The Strategic Team will utilize this process in engaging our Districts, Branches and 300 plus sales force to drive growth through presenting existing and potential customers with the benefits of the program.

KONE Way:

1. Clearly defined roles in which we identify and delegate to the 301 sales reps
2. Organization that supports us at the top level
3. Processes that enables working in a common way with USC and City of Kansas City:
    - Manage the relationship with our customers, the City and USC
    - Market products, services and USC benefits
    - Conduct high-level maintenance and relationship management
    - Create new solutions
    - Manage and support the City, USC and all public agencies to ensure compliance and satisfaction
4. Digital tools that make our work more productive and efficient and provide benefit to all public participating agencies
5. Data that allows us to manage our company processes and grow closer relationships by providing transperancy

Our District and Branch Distribution Map:
USK KONE Map.xlsx

15. Distribution - Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

KONE will be the sole provider delivering our services and product solutions to all participating agencies of the program. Shipping will be performed by National / Regional shipping companies in order to deliver the end product or material to the customer sites. In the event components are not able to be procured from our KONE Spares organization, KONE will seek other reputable resources to secure products necessary to fulfill our US Communities commitment.

16. Distribution - Provide the number, size and location of your company's distribution facilities, warehouses and retail network (if applicable).

KONE has a vast distribution of parts and facilities throughout the US including our district and branch offices where parts and material are stored for quick accessible drops for our mechanics. In addition, our mechanics trucks are fully inventoried with additional components that are used most often within their territory according to the make up of their equipment types.
14.16KONEWarehouses&PartsDistribution.pdf
14.16KONEUSDistributionOperationsSize.pdf

17. Distribution - Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

KONE can provide a variety of customized reports for all participating public agencies upon request, but may be limited to data provided so all agencies will need to work with their local KONE rep to coordinate these efforts. Reports can be scheduled per a specific frequency to be distributed to agency team members.
14.17KONEOnlineCustomizedReports.pdf

18. Distribution - Describe your company's e-commerce capabilities. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

KONE conducts business within the vertical transportation industry comprising of large complex products and customized service solutions, which require special engagement by KONE professionals working with customers in design of the right solution. Therefore, e-commerce opportunities are not applicable to our industry, but KONE provides ways for the customers to engage digitally and electronically in management of their products and solutions. KONE Online provide immediate portal access to how their units are operating, various reporting functions and ability to place service calls electronically for any issues their equipment may be experiencing.

19. Distribution - If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or M/WBE businesses as defined by the Small Business Administration.

KONE currently utilizes service organizations that meet the requirement's of M/WBE in order to meet contract requirements where possible; however, KONE's open to establishing additional relationships where these small businesses can participate in the delivery of services or materials via the US Communities contract. KONE will in good faith seek out these opportunities to work with M/WBE organizations where applicable to meet agency and program requirements.

20. Distribution - If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or M/WBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

KONE's major lines of business and service delivery requires special training and certification via the International Union of Elevator Constructors Apprentice Program, which poses challenges in utilizing labor in the local area for this type of specialized trade. Please refer to our commitment in Question 19 above as it relates to seeking out additional opportunities with M/WBE organizations.

21. Distribution - If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or M/WBE business as defined by the Small Business Administration. Provide product/service name, company name and small/M/WBE designation.

KONE Inc. is set up nationwide to work with various small/M/WBE designated organizations where possible. As an example in our partnership with City of Kansas City, our local KONE branch partners with Rowen Elevator Company to meet and/or exceed M/WBE goals.

22. Marketing - Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Please see answer to Question 3, which also provide additional details and information to support our marketing and sales efforts.

KONE's corporate commitment will be to continue providing to all agencies eligible for this program the benefits of the KONE/USC contract and why it's in their best solution for vertical transportation services. Internally, we understand the value this contract brings to KONE and why it's in our best interest to continue the nationwide campaign to all state and local government customers to leverage the program.

1) KONE will continue to use our Lead Generation sales team who calls and distributes email campaigns on prospective US Communities customers outlining the contract benefits to encourage interest.
2) Our Institutional Vertical Market team has developed an internal portal specifically to drive communication and program material to potential customers browsing the KONE website.
3) We have a number of Business Developers throughout the Country that have identified their top US Communities prospects, and are tasked with pursuing the agency to advise of the programs value.
4) In addition, our sales force is heavily involved in attending local US Communities Summits when organized in the designated areas of responsibility where they continue to build relationships with local agencies that would benefit from the program.
5) The National Manager's partake in several public agency forums throughout the United States acting as ambassadors for the US Communities program offered by KONE. These included NIGP, CAAPO, ASBO, NACo, League of Cites, and NAEP to just name a few of the organizations we support and attend their events marketing the program.
6) Our existing sales force of 301 representatives work within their branch portfolios in developing leads and marketing the US Communities services, products and related solutions.
7) KONE will work with US Communities Marketing team in developing emailing campaigns and target lists from their portal to identify candidates who would benefit from our service and products through the program offering.
8) KONE marketing has developed flyers and brochures for the 301 sales reps to disseminate throughout their local public agency network marketing the USC program.

23. Marketing - Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

As the current service provider for this Master Agreement, our existing sales force are well aware that US Communities is the lead contract when working with participating agencies of USC. We will continue to use the experience of our Strategic Account Managers, who are the regional and district resources responsible for the U.S. Communities program. Part of their role is to ensure KONE sales representatives are leading with US Communities, which requires a consistent message from the National Account Managers to the front line about the benefits and commitment we have to the USC program. This includes contractual requirements being enforced internally for the necessary reporting required and externally for all customers. The main points of contact for KONE are Brad Fleming who handles the KONE Districts East of the Mississippi River and Michael Lynch handling West of the Mississippi. Their main responsibility will be the strategy and execution of the new contract within their territories. KONE for the past 10 years have successfully grown the account by double-digit sales growth year over year and as this trend continues, KONE will add the necessary resources in order for continued success with the City and U.S. Communities Program. The City of Kansas City and US Communities contract will be our lead service offering and an instrument we value very highly as a process of saving agencies time and money by productive use of their resources, and with the expanded services we'll come to action quickly in educating reps and agencies of the increased benefits by expansion of the SOW.

KONE's focus is identifying the top 50 spending customers in the U.S. Communities program over the past several years within each of the 11 KONE districts. Once established, the responsibility for each

district sales managers will be to plan, coordinate and execute the sales calls in order to set up presentation for the follow up meeting. KONE will utilize our internal resources and data to target customers we have strong established relationships with in many local markets. This provides us the opportunity to strengthen our commitment and partnership with these customers by presenting the benefits of the KONE/ U.S. Communities contract and the opportunity for savings with other contracts available through U.S. Communities.

24. Marketing- Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year: $_____.00 in year one $_____.00 in year two $_____.00 in year three

Year 1 - $54 million, Year 2 - $62 million and Year 3 - $74.5 million.

25. National Staffing Plan - Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 13, U.S. Communities New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

As U.S Communities knows the commitment with KONE starts at the top. Please refer to the KONE President Video with KONE's corporate commitment stated very clearly by our President Larry Wash. The USC account is directly managed (main point of contacts) by the Strategic Accounts Organization led by Danilo Elez. Direct contacts and responsibility of the management and transition of US Communities National Account belong to Brad Fleming (Director of Institutional Vertical Market), Michael Lynch (National Account Manager) and Michelle Gripp (Performance Analyst). They are further supported by their fellow colleagues in the East and West led by Senior VPs Jay Dietz (East Region) and Jeff Blum (West Region) teams including Rich Gadbury (Regional BD - East) and Michael Pattison (Regional BD - West).

The account is strongly supported by two regions (East & West), 11 districts and 301 sales representatives in our branch network. National Summits and USC Program Mangers in our district meetings have proven to be great initiatives that produces results. KONE's National Staffing Plan will focus on a few key market segments: K-12, Higher Education and State and Local Government business. The strategy for our 11 Districts regarding State and Local Government business will focus on state colleges and universities along with the K-12 school systems. Understanding current market conditions and available funding is important to the success and execution of these business plans in order for all services and products to be planned in their budget cycle. We'll continue to target implement target campaigns gathering data to understand level of demand in these segment groups. This campaign uses dedicated internal resources responsible for contacting agencies, asking who's their current vertical transportation provider and their level of satisfaction. Once this has been established they will provide a quick overview of KONE and the savings and value we offer through the U.S. Communities program. If the customer asks for additional information the local District Sales Manager and dedicated National Account Manager is notified and a follow up call is placed within 24 hours by the local account manager and a follow site meeting will be coordinated.

It is difficult to allot a specific amount of time that it will take to manage the implementation of the US Communities program, but be assured that KONE will provide the amount of resources, visibility,

commitment and time needed to ensure a smooth and seamless transition in order to make sure the program and City of Kansas City are satisfied.

https://www.dropbox.com/s/nw5bg5ilryxcg4q/Larry Wash U.S. Communities and Kansas City video - final.mp4?dl=0

26. National Staffing Plan - Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Brad Fleming - Director Institutional Vertical Michael Lynch - National Account Manger	20 20
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Brad Fleming - East Region Michael Lynch - West Region	35 35
Lead Referral Manager	Responsible for distributing leads generated through the USC website.	Michelle Gripp	20
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Elva-Maria Diaz	10
IT Lead	Responsible for building USC landing page for supplier.	Elva-Maria Diaz Michelle Gripp *Already completed, but we always are looking to improve upon the landing page.	10
Reporting Lead	Responsible for providing monthly reports to USC.	David Patten	10

27. National Staffing Plan - Provide an organizational chart of your company by uploading the file below.

See Attachment: 14KONE USA (Americas Org Chart).pdf
See Attachment: 14.29USCVMTeamOrgChart.pdf

28. National Staffing Plan - Submit a bio by uploading the file below for the person your company proposes to serve as the National Accounts Manager.

See Attachment: Fleming Profile USC (2018).pdf
See Attachment: Lynch Profile USC (2018).pdf
See Attachment: Gripp Profile (2018).pdf

29. National Staffing Plan - Submit a bio by uploading the file below for each person that will be dedicated full time to U.S. Communities account management.

See Attachment: 14.29USCVMTeamOrgChart.pdf

Please refer to Question 28 for Brad and Mike's Bios.

30. National Staffing Plan - Submit a bio by uploading the file below for key executive personnel that will be supporting the program.

See Attachment: Wash Profile (2018).pdf

See Attachment: Elez Profile (2018).pdf

See Attachment: Dietz Profile (2018).pdf

See Attachment: Blum Profile (2018).pdf

See Attachment: Viehweg Profile (2018).pdf

See Attachment: Ites Profile (2018).pdf

See Attachment: Ward Profile (2018).pdf

See Attachment: Gadbury Profile (2018).pdf

The City of Kansas City and the US Communities program are heavily supported by our Americas Leadership Team (ALT) executives, and they will continue to support the initiatives implemented and presented by Brad Fleming and Michael Lynch who have been directly involved in the growth of the US Communities program over the past 5-10 years. The Americas Leadership Team is led by Larry Wash KONE Executive Vice President who has illustrated in the video presentation provided as further evidence of support for the program from the top down.

31. Products, Services and Solutions - Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section III of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

14KONEServiceOffering.pdf

14KONEProductsSolutions.pdf

32. Products, Services and Solutions - Please describe any training and/or educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Education of partners, employees, customers and riding passengers is taken very seriously at KONE for many reasons including safety, eco-efficiency and to optimize customer experience. The KONE Care Passenger Safety & Risk Mitigation training programs can be tailored to a variety of customer types and requirements. Various presentations are available for frontline use, including standard presentations for elevators, escalators, combination of elevators and escalators, and facility training designed for building management. Based on site specific requirements and types of equipment, a customized safety training presentation can be created for participating agencies.

KONE's always seeking opportunities to increase customer engagement via onsite trainings or continued education, which can include some of the following training and education subjects:

- AIA/CES Escalator technology
- AIA/CES Elevator technology
- Elevator 101 presentation

- Escalator 101 presentation
- BOMI CES - Elevator maintenance lunch and learn
- Modernization Lunch & Learn
- USGBC LEED & Building Transportation presentation
- Elevator and Escalator Safety Training
- KONE Online Training
- EcoMod Seminar
- Safety Rider Escalator Training Targeted Toward Elementary Students

33. Construction and Project Management- List the state construction licenses held, either directly by the bidder or by a qualified distributor that has been continuously involved with the manufacturer.

KONE Inc. is authorized to do business in all 50 states, U.S. Virgin Islands and Puerto Rico and holds current contractor licenses and business registrations where applicable.

34. Environmental - Provide a brief description of your company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

The top priorities for our environmental work are improving the eco-efficiency of our solutions and reducing the adverse environmental impact of our operations. We work continuously to do things in a smart, resource-efficient, way. KONE's environmental policy is to provide innovative, safe, high-quality and environmentally efficient products and services. We strive for continuous improvement in all our business operations. In addition to complying with or exceeding applicable laws, rules, and regulations, we work with our suppliers and customers to increase environmental awareness and minimize our operational carbon footprint as well as improve energy, material, and water efficiency. Our long-term environmental objectives are to further improve the eco-efficiency of our solutions, and modernize existing elevators, escalators, and automatic building doors to make them more energy efficient. We aim to further reduce the adverse environmental impact of our operations, particularly with regard to our operational carbon footprint as well as energy, material, and water efficiency.

ISO 14001 is the most well-known and globally recognized Environmental Management System (EMS) standard. It is also typically respected and required by KONE customers. KONEs' corporate functions, manufacturing and R&D units, and 20 major country organizations are ISO 14001 certified. Out of our strategic suppliers, 93% were ISO 14001 certified at the end of 2016. In September 2015, an updated ISO 14001:2015 was published. ISO 14001:2015 places a greater importance on strategic environmental management with life cycle thinking and the evaluation of interested parties, and risks and opportunities. It also accentuates the role of leadership and management commitment in environmental planning, execution and communication.

KONE Environmental Product Declarations (EPDs) provide information about the environmental performance of our products throughout their lifecycle. EPDs may be used for external communication.

Available product-specific EPDs are available for the following equipment, and have been attached below for your review:

- Elevators and escalators
- Building doors

The KONE MonoSpace® 500 elevator became the first elevator in the industry to receive an environmental product declaration complying with the new elevator product category rules (PCR) in the European market in August 2017. In early October, we issued another version of the KONE MonoSpace 500 EPD for mid-rise residential and office buildings.

Life cycle assessment (LCA)

The EPDs are created according to the ISO 14025 standard (Environmental labels and declarations - Type III environmental declarations - Principles and procedures) and they are based on LCA data from studies carried out in conformance with the ISO 14040-44 standards. The LCA investigates and evaluates the environmental impacts of a product or service through its lifetime. KONE's LCA covers the essential environmental aspects for different stages of the lifetime related to raw material production, component manufacturing, transportation to usage place, installation, use, maintenance, and end-of-life treatment - i.e. full-chain assessment. Transportation is included in all stages of the life cycle. The LCA includes the consumption of raw materials and energy resources as well as emissions and waste generation. KONE's LCAs are internal confidential documents.

14Americas - Environment, Health & Safety Org Chart.pdf
14Environmental_Excellence_2017-2021_short.pdf
14EcoEfficiency.pdf
14KONE-MonoSpace-Environmental-Product-Declaration-sf2896.pdf
14KONE-EcoSpace-Environmental-Product-Declaration-sf2882.pdf
14EcoMod_and_FuRE_modernizations_EPD_for_KONE_TM110.pdf
14KONE-EcoSystemMR-Environmental-Product-Declaration.pdf

35. Environmental - Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

KONE is committed to conducting its business in a responsible and sustainable way, and we expect the same commitment from all our suppliers. KONE's long-term target (2030) for waste management is 0% landfill waste at our manufacturing units. We aim to reduce the waste generated by our manufacturing processes and offices by optimizing manufacturing material through the following methods: effective use of robotics and automation; reusing packaging materials; and recycling waste wherever possible. Waste is always handled according to applicable laws and regulations and we aim to exceed legal requirements. For example, 99.2% of the waste generated by KONE's 13 manufacturing units in our environmental data collection scope was recycled or incinerated in 2017 (only 0.8% was landfilled).

In 2017 KONE was recognized for its actions and strategies in response to climate change. We received a leadership score of A- on climate action and were in the top category for advancing environmental

stewardship (based on independent assessment by CDP, an international not-for-profit organization that drives sustainable economies). KONE's operational environmental work focuses on resource efficiency and reducing our carbon footprint. We work together with our suppliers and customers to minimize greenhouse gas emissions and other adverse environmental impacts.
Additional metrics and details about KONE's effort to drive innovation and improve resource efficiency are available in the 2017 KONE Sustainability Report (See Secton 20 - Sustainability - Question 1).

36. Financial Statements - Submit your latest Dun & Bradstreet report by uploading the file below.
See Attachment: 14Kone Inc._DNBI report_ 5-30-18.pdf

37. Financial Statements - Please include an audited income statement and balance sheet from the most recent reporting period by uploading the file(s) below.
See Attachment: 14KONE_Annual_Review_2016_tcm17-37391.pdf

38. Maintenance/Modernization Only -Describe your experience with and capability to maintain/repair equipment manufactured by other companies, including (but not limited to): a) Kone b) Dover c) ThyssenKrupp d) Otis e) Schindler
Over 60% of the vertical transportation equipment in the KONE portfolio has been manufactured by many of the competitors in our marketplace. The KONE Service training program is one of the most extensive in the industry. It is built upon the more than 100 years deep, highly technical experience accumulated by our knowledgeable training instructors. As a leader in Technical Support, in addition to the engineers located at the KONE Technical Service Center located in Moline, IL, KONE's Technical Training and Services has 15 technical expert engineers strategically located across the United States For equipment that was not originally manufactured by KONE, our classroom training is often supplemented by video and on-site training. For some equipment models, we are best served by sending one of our field engineers to the site to review the equipment condition and performance, and make related recommendations to our local branch personnel and building owners and/or management. During that visit the field training of the local service technicians is conducted (while on site). This allows us to provide all personnel who may be working on the equipment the skills necessary to trouble-shoot, adjust and maintain the equipment. This approach allows us to train our technicians based on site-specific application requirements. This differs from the generic, simulator-based training provided within much of the industry today, and is designed to meet your specific needs. In addition, our Technical Services group is deeply involved in the development of the diagnostic tools used by our field employees when troubleshooting and adjusting other manufacturers' control systems. This approach allows our technicians with the knowledge and support necessary to work on all makes and models of equipment.
Technical Support
This Team provides vital services to our field technicians, enabling our Front Line to keep customer satisfaction at its peak with timely, skilled repairs for both KONE and non- KONE equipment. This knowledge center is invaluable to our Branch network with on the- spot, expert advice and solutions to technical issues as they may be encountered. Technical Training & Services - Training and experience for all situations KONE's newly renovated Technical Service Center strategically brings KONE employees, spare parts, training and technology under one roof to enhance customer service in the United States, Canada and Mexico.
The Technical Service Center includes KONE Spares parts supply along with development and administration of Technical Support, Technical Services and the Technical Training programs for elevator

and escalator service, modernization and construction employees throughout the Americas region. The Technical Service Center is the new home for KONE and non-KONE equipment hands-on technical training classes and the development of quick reference video training to help technicians with diagnostics and troubleshooting. The curriculum combines virtual and classroom study, and is complimented by in depth, hands-on training. This exposes our personnel to real life scenarios utilizing actual equipment. When service technicians leave our training sessions, they are equipped to work confidently on the systems covered by this training. For equipment that was not originally manufactured by KONE, our classroom training is often supplemented by video and on-site training. For some equipment models, we are best served by sending one of our field engineers to the site to review the equipment condition and performance, and make related recommendations to our local branch personnel and building owners and/or management. During that visit the field training of the local service technicians is conducted (while on site). This allows us to provide all personnel who may be working on the equipment the skills necessary to trouble-shoot, adjust and maintain the equipment. This approach allows us to train our technicians based on site-specific application requirements. This differs from the generic, simulator-based training provided within much of the industry today, and is designed to meet your specific needs. In addition our Technical Services group is deeply involved in the development of the diagnostic tools used by our field employees when troubleshooting and adjusting other manufacturers' control systems. This approach allows our technicians with the knowledge and support necessary to work on all makes and models of equipment.

14TechSupportCompEquip.pdf

39. Maintenance/Modernization Only -Describe how your company will provide parts and service for equipment not manufactured by your company. Include a listing of all brands you are authorized to service nationally and describe any limitations you may have in servicing these brands.

See response in Question 38 on how KONE can service equipment not manufactured by our company, and enclosed is information about our Spares Parts Organization capabilities with parts distribution and how we place parts in the fleet vans on the frontlines.

14KONE Spare Parts Information.pdf
14KONE Spares Parts Overview.pdf

40. Maintenance/Modernization Only- Describe your company's capability to modernize and upgrade equipment not manufactured by your company.

KONE employs sales specialist trained and educated in surveying foreign equipment not manufactured by KONE in order to ensure we capture necessary data to design and engineer a modernization solution optimal for all customer projects.

KONE's modernization business is supported corporately by our Sales Application Support (SAS) team. Located in our US Operations Center, Moline, IL the team is derived of 19 dedicated modernization engineering professionals that assist our local offices in the following functions:

- Pre-Bid Review
- Estimating Services
- Job Site Surveys
- Order Engineering
- Product Engineering
- Project Management
- Operations Support
- Order Entry
- Material scheduling
- Purchasing
- Warranty/Claims

The SAS Team fully supports all KONE modernization products that range from hydraulic units to complex high rise (destination control) applications, along with assisting with 3rd party control systems and products. The team also oversees all our escalator modernization applications which include full replacements along with our industry leading EcoMod product offering. Over 50% of our entire order book consists of equipment not manufactured by KONE.

41. Maintenance/Modernization Only- Describe your methodologies for assisting Participating Public Agencies with scope of projects. Please explain your process from defining the required repair or modernization through the completion of that work.

KONE implements a proactive process to assist customers in analyzing, planning and updating their equipment in a methodical method.

The design and implementation process consists of a three step approach:

1.Assessment - The condition of the equipment is assessed by KONE, comparing the current components and operation to current codes.

2.Planning - The analysis defines improvement opportunities to bring the equipment into compliance with current code, as well as address performance, reliability, safety and accessibility concerns. KONE also assists the customer in budgeting and prioritizing necessary upgrades.

3.Implementation - KONE offers a series of upgrade plans that may range from minor repairs or upgrades to full replacement of the unit if necessary.

Our approach consists of over 100 checks, measuring performance values for the equipment. Assessments result in reports focusing on performance, accessibility, aesthetics, safety, and eco-efficiency. This is accompanied by a recommendation on how to improve your equipment.

Performance: The machinery and brakes, controller, drive and electrification are examined.

· For elevators - The hoisting ropes, shaft and doors are also checked.

· For escalators - The step chain, lubrication system and step rollers are also analyzed.

Accessibility: Based on compliance with the American with Disabilities Act (ADA) standards.

· For elevators - Accessibility is analyzed against the requirements of ADA, taking into account leveling accuracy, door operation, cab features and signalization.

· For escalators - Newels, signage, balustrades, access cover, comb plates and steps are considered.

Aesthetics: An evaluation of the appearance of the cab and landings with attention focused on ways to improve the attractiveness of the equipment.

· For elevators - The visual status of the signalization, doors and car interior is assessed.

· For escalators - The focus is on the passenger travel space (steps, skirt, balustrade, access cover and comb plate). The condition of the lighting and cladding is also analyzed.
Safety: Safety is based on the current ASME A17.1 code identifying opportunities for safety of the building personnel, equipment passengers and maintenance personnel. Priority levels are defined by the applicable standards.
· For elevators - The focus is on user risks at the landing and in the car, and worker risks in the machine room and shaft.
· For escalators - The focus is on user risk, travel space, the building interface and workers.
Eco-efficiency: The inspection and analysis of elevators and escalators identifies issues which can result in poor energy efficiency. Outdated and inefficient technology consumes more energy than modernized equipment.
· For elevators - The focus is on hoisting technology, drive systems, lighting and signalization.
· For elevators - The focus is on the drive system and power consumption. Benefits of C4L include:
· Objective measurement of components and performance
· Benchmarking for planning and upgrades
· Integrated safety and accessibility standards
· Tips to improve equipment operation
· List of proposed actions
· Clear understanding of the impact of actions and upgrades in different areas
· Business communication tool for stakeholders (building owners, tenants, etc.)
· Reduced liability and safety concerns
Equipment repair and modernization assessments are performed by trained KONE professionals completing detailed survey forms.

42. Maintenance/Modernization Only- Will you work with Public Agencies to assess equipment and prepare an "Asset Management Plan" (AMP) for a five year time frame for all their equipment? The AMP should include, at least, annual maintenance tasks, scheduled maintenance/upgrades for items not covered under the basic scope, and a cost estimate for all work to help the Public Agency with budgeting.

Yes, KONE believes this is an essential service to provide to all public agencies allowing them the ability to budget to make sure their equipment is maintained in a safe, functional and compliant way. Please see KONE's AMP process outlined below:
Asset Management Plan
The Asset Management Plan (AMP) is designed to proactively provide a summary of your building's elevator and escalator requirements to assist in budgeting and prioritizing upgrades. The AMP informs and educates on recent and upcoming changes, and assists in the budgeting process, categorizing each upgrade into the following key areas:
1. Code
2. Safety
3. Accessibility
4. Performance & reliability
5. Aesthetics
6. Eco-efficiency
7. Modernization
A survey of your equipment is conducted to provide specific requirements and budget figures are provided for financial planning purposes.

The deliverables from the AMP program contain an AMP 5 year Financial Summary and a PowerPoint providing detailed descriptions for each upgrade. To meet your building's specific needs, the AMP Financial Summary may be provided in various formats as follows:
* Budgeting by unit
* Budgeting by year
* Budgeting by unit by year
* Comparisons across the years
14Asset Management Planning V10.pdf

43. Maintenance/Modernization Only- Describe your methodology for defining maintenance procedures for each piece of equipment in a facility. Please provide an example of the written procedures provided to your service personnel to perform maintenance work.

KONE profiles each piece of equipment to develop a customized plan for each piece of equipment. The traditional maintenance programs prevalent in the industry today are generic, and calendar based and built around simple standards. For example, most hydraulic elevators with five landings or less receive the exact same maintenance plan. In this example the two landing elevator in a church is probably receiving more maintenance than needed, while the five landing elevator in the medical office building is not receiving enough maintenance.
The KONE Maintenance Methods (KMM) program is designed to deliver performance and maintenance quality. KONE defines maintenance quality with the following standards:
- Safe
- Functionally correct
- Properly lubricated
- Clean, neat and organized
- Customer acceptable

To deliver performance and maintenance quality, we must provide the correct maintenance at the correct interval. This means that we must develop maintenance plans that meet each unit's unique needs.
Following is an overview of the KMM maintenance planning process:
1. KMM maintenance planning is unique for each unit and takes into account
numerous factors during the development of a maintenance plan. These factors
include (in part):
- The equipment's usage
- The equipment's operating environment
- The equipment type (e.g. hydraulic, geared traction, escalator, etc.)
- The equipment make/model (e.g. Westinghouse Modular Escalator)
- Numerous technical characteristics such as landings and openings, logic type, drive type, etc.
- Contract requirements
- Local regulatory requirements

2. This data is gathered from a detailed equipment survey conducted in advance of the tender, utilizing the Elevator Survey Form and the Escalator/Powerwalk Survey Form, and from the contract documents.
3. The KMM profile tool then takes this data and develops the appropriate maintenance plan.
KMM is also different from most other elevator maintenance programs in that is task based, and is not built based upon generic maintenance guidelines. Each scheduled visit includes specific modules, which are comprised of tasks and detailed procedures as to how the task should be performed, that must be

accomplished by the technician during that visit. KMM not only provides the technician with a detailed description of the work to be accomplished during each module, but also the expected outcome, based on our maintenance standards associated with the completion of the module.

EQUIPMENT MAINTENANCE MODULES	
Elevator Modules	**Escalator/Autowalk Modules**
B = Elevator Basic	B = Basic
ST = Standards	Y = Check
C = Control Panel	R = Brake
M = Machinery	O = Combplate
MX = MX Brake Check	V = Drive
S = Shaft	G = Guide
L = Landing Doors	H = Handrail
D = Door Operator	F = Step
Z = Signals	P = Partial Clean
FS = Fire Service	AN = Annual
	CD = Cleandown

Traction Elevator Maintenance Plan

Usage=Low

Environment=Normal

Mod...	Operation text	WrkCtr	Time	UoM	Text	DOH	1	2	3	4	5	6	7	8	9	10	11	12
GKY	B: Basic module	S120009	20	MIN			☐	☐	☐	☑	☐	☐	☑	☐	☐	☑	☐	☐
GKY	B: Basic module	S120009	12	MIN			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
GKB	ST: Standards module	S120009	39	MIN			☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
GLD	D: Door operator module	S120009	12	MIN			☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐
GLL	L: Landing door module	S120009	18	MIN			☐	☐	☐	☐	☐	☐	☑	☐	☐	☐	☐	☐
GLS	S: Shaft module	S120009	19	MIN			☐	☐	☐	☑	☐	☐	☐	☐	☐	☐	☐	☐
GLM	M: Machine module	S120009	20	MIN			☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐
GLC	C: Control panel module	S120009	15	MIN			☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐
GLZ	Z: Signalisation module	S120009	5	MIN			☐	☐	☐	☐	☐	☐	☐	☐	☐	☑	☐	☐
GLX	MX: MX check module	S120009	0	MIN			☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

KMM Modules.pdf

44. Maintenance/Modernization Only- Describe your procedures for managing the required scheduled maintenance for each piece of equipment. How can a Participating Public Agency track that the work has been completed on schedule?

KONE has various systems in place to manage the required equipment maintenance schedules, which involved our Maintenance and Acquisition Planning process along with the managing the Maintenance Activity Report. Maintenance and Acquisition Planning is KONE's state-of-the- art maintenance and route planning tool. Acquisition includes all units acquired to branch maintenance base including: winning new units, new equipment handovers, re-structure of route loads, and growth through purchase of independent companies. To understand how Maintenance and Acquisition Planning operates, the parameters utilized in developing a maintenance planning solution for a given branch must be understood.

Following is some of the data utilized by the Maintenance and Acquisition Planning program:

1. The geo-position of each unit we have under service.
2. The historical regular time callout hours (billable and non-billable) associated with each piece of equipment we service.

3. The planned maintenance time associated with each piece of equipment we service (including travel time).
4. The working capacity of each of our technicians.

At KONE, we understand that, although there are 173.33 hours per month on average, there are not that many working hours in a month. Time for vacation, holidays, sick leave, etc. all must be factored out when developing a capacity for a given route. These factors are very route specific, both in terms of quantity and timing (e.g. when vacations occur). Maintenance and Acquisition Planning allows us to set the Work Center capacity based on real world conditions, both from a quantity and timing perspective

Maintenance and Acquisition Planning also contains several settings that allow the user to "weight" the importance of various factors in the proposed maintenance and work center solution. Some examples of these settings include travel time, skill set (e.g. elevators v. escalators), etc.

Maintenance and Acquisition Planning then utilizes a series of complex algorithms to load balance the work centers and optimize the assignment of the jobs to the various work centers. During load balancing Maintenance and Acquisition Planning will work to ensure that each work center will have work (including travel, PM and callbacks) which is less than or equal to the number of hours that technician will work. It also means that planned work must be aligned with when he works. More specifically, vacations are planned around and actual workload equals the technician's work capacity, whether we look at an entire year or a given month. During work center optimization, Maintenance and Acquisition

Planning will work to develop a solution based on user defined parameters such as minimizing travel time, customer retention and matching skill sets to the equipment. As an example, if we place all our importance on minimizing travel time, Maintenance and Acquisition Planning will provide a solution with jobs as tightly clustered on each route as possible. This tool typically develops a solution that meets the needs of the local operation at 90% to 95%. Then, any additional changes in job assignment can be performed manually before the solution is placed in production. In summary, Maintenance and acquisition Planning provides KONE with the ability to provide our customers with achievable and efficient route structures which are designed to deliver maintenance according to our plan and deliverthe best response time to service calls. It also provides us with the ability to add jobs, remove jobs, handle acquisition planning, and maintain a rational, efficient, and achievable route structure over extended periods of time.

Maintenance Activity Report

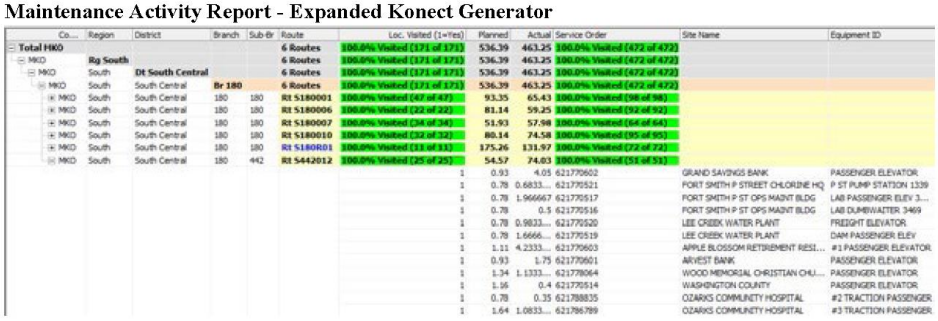
KONE Maintenance Methods is task based and the expected outcome of each task completion is clearly defined. As a result, our maintenance methods are very industrial and repeatable. This means our methods are also easy for our supervisory staff to audit. When an assigned module is completed by a technician, our system recognizes that completion in real time. Now we simply need to review the equipment condition against the maintenance standards associated with the module. This ensures the work was completed per the maintenance plan and that KONE Maintenance Methods were followed. In event that the module was not completed in accordance with the KONE Maintenance Methods, the technician's supervisor is expected to work with the technician to correct performance issues either through additional training or coaching. These process characteristics allow repeatable quality within the branch, unit and company as a whole.

KONE's reputation in the marketplace is dependent upon fulfilling our commitments to the customer and providing a high level of maintenance service to prevent unplanned service calls. If a branch does not meet a minimum of 97% of their planned maintenance for the month, they must report to the Product Integrity Council (PIC) the reason for their failure and the action plan to correct the deficiency moving forward. The Product Integrity Council is comprised of the country's Senior Leadership to include: SVPs of Risk, Legal, Operations, Technology, and other departments, to minimize exposure for both the customer and KONE.

Maintenance Activity Report - Konect Generator

Company	Region	District	Branch	Sub-Br	Route	Loc. Visited (1=Yes)	Planned	Actual
Total MKO					13 Routes	100.0% Visited (308 of 308)	785.25	723.88
MKO	Rg South				13 Routes	100.0% Visited (308 of 308)	785.25	723.88
MKO	South	Dt South Central			13 Routes	100.0% Visited (308 of 308)	785.25	723.88
MKO	South	South Central	Br 150		13 Routes	100.0% Visited (308 of 308)	785.25	723.88
MKO	South	South Central	150	150	Rt S150002	100.0% Visited (36 of 36)	44.44	57.90
MKO	South	South Central	150	150	Rt S150003	100.0% Visited (29 of 29)	54.13	53.00
MKO	South	South Central	150	150	Rt S150004	100.0% Visited (11 of 11)	65.54	72.00
MKO	South	South Central	150	150	Rt S150005	100.0% Visited (24 of 24)	40.10	36.00
MKO	South	South Central	150	152	Rt S152006	100.0% Visited (28 of 28)	39.33	50.53
MKO	South	South Central	150	153	Rt S153008	100.0% Visited (16 of 16)	35.87	40.98
MKO	South	South Central	150	153	Rt S153009	100.0% Visited (17 of 17)	50.56	44.02
MKO	South	South Central	150	153	Rt S153018	100.0% Visited (23 of 23)	74.31	64.22
MKO	South	South Central	150	156	Rt S156011	100.0% Visited (31 of 31)	74.97	34.48
MKO	South	South Central	150	156	Rt S156012	100.0% Visited (18 of 18)	83.08	78.43
MKO	South	South Central	150	158	Rt S158014	100.0% Visited (16 of 16)	57.60	56.50
MKO	South	South Central	150	158	Rt S158015	100.0% Visited (27 of 27)	77.07	57.95
MKO	South	South Central	150	158	Rt S158016	100.0% Visited (32 of 32)	88.25	77.87

Maintenance Activity Report - Expanded Konect Generator



Co...	Region	District	Branch	Sub-Br	Route	Loc. Visited (1=Yes)	Planned	Actual	Service Order	Site Name	Equipment ID
Total MKO					6 Routes	100.0% Visited (171 of 171)	536.39	463.25	100.0% Visited (472 of 472)		
MKO	Rg South				6 Routes	100.0% Visited (171 of 171)	536.39	463.25	100.0% Visited (472 of 472)		
MKO	South	Dt South Central			6 Routes	100.0% Visited (171 of 171)	536.39	463.25	100.0% Visited (472 of 472)		
MKO	South	South Central	Br 180		6 Routes	100.0% Visited (171 of 171)	536.39	463.25	100.0% Visited (472 of 472)		
MKO	South	South Central	180	180	Rt S180001	100.0% Visited (47 of 47)	93.35	65.43	100.0% Visited (98 of 98)		
MKO	South	South Central	180	180	Rt S180006	100.0% Visited (22 of 22)	81.14	59.25	100.0% Visited (92 of 92)		
MKO	South	South Central	180	180	Rt S180007	100.0% Visited (34 of 34)	51.93	57.98	100.0% Visited (64 of 64)		
MKO	South	South Central	180	180	Rt S180010	100.0% Visited (32 of 32)	80.14	74.58	100.0% Visited (95 of 95)		
MKO	South	South Central	180	180	Rt S180R01	100.0% Visited (11 of 11)	175.26	131.97	100.0% Visited (72 of 72)		
MKO	South	South Central	180	442	Rt S442012	100.0% Visited (25 of 25)	54.57	74.03	100.0% Visited (51 of 51)		
						1	0.93	4.05	621770602	GRAND SAVINGS BANK	PASSENGER ELEVATOR
						1	0.78	0.6833...	621770521	FORT SMITH P STREET CHLORINE HQ	P ST PUMP STATION 1339
						1	0.78	1.966667	621770517	FORT SMITH P ST OPS MAINT BLDG	LAB PASSENGER ELEV 1...
						1	0.78	0.5	621770516	FORT SMITH P ST OPS MAINT BLDG	LAB DUMBWAITER 3469
						1	0.78	0.9833...	621770520	LEE CREEK WATER PLANT	FREIGHT ELEVATOR
						1	0.78	1.6666...	621770519	LEE CREEK WATER PLANT	DAM PASSENGER ELEV
						1	1.11	4.2333...	621770603	APPLE BLOSSOM RETIREMENT RESI...	#1 PASSENGER ELEVATOR
						1	0.93	1.75	621770601	ARVEST BANK	PASSENGER ELEVATOR
						1	1.34	1.1333...	621778064	WOOD MEMORIAL CHRISTIAN CHU...	PASSENGER ELEVATOR
						1	1.16	0.4	621770514	WASHINGTON COUNTY	PASSENGER ELEVATOR
						1	0.78	0.35	621788835	OZARKS COMMUNITY HOSPITAL	#2 TRACTION PASSENGER
						1	1.64	1.0833...	621786789	OZARKS COMMUNITY HOSPITAL	#3 TRACTION PASSENGER

45. Maintenance/Modernization Only- How do you notify a Participating Public Agency about when personnel are going to be in a facility, your arrival and departure time and the work performed? Does a participating public agency sign off that the work has been performed before the worker leaves the facility? Do you offer a debriefing to on-site personnel before leaving the site?

KONE has the ability to provide customers with KONE Maintenance Schedule in advance to provide customer awareness of when KONE would be onsite. In addition, KONE has email notification that will alert the customer when we arrive and depart from the facility, and what was completed during the visit. We have also implemented a Mobile App that provides customers with the ability to view dispatching of call, arrival of technician and departure from site via their mobile device. Please see attachments enclosed for further information regarding these tools for all participating public agencies and the City.

14KONEEmailWorkSummary.pdf

14KONEMobileApp.pdf

46. Maintenance/Modernization Only- Describe your ability to provide remote monitoring of equipment (for equipment made by all manufacturers).

KONE has joined forces with the recognized leader in cognitive computing, **IBM Watson**, to deliver the world's most intelligent elevator and escalator services to our customers and users. Real-time data and analytics help us accurately predict equipment needs and ensure that our technicians perform maintenance at the right time. With the help of Watson we will be able to leverage advanced data analytics and deliver value to our customers by providing equipment reliability, predictability and transparency. Currently, we are able to monitor KONE equipment with the 24/7 Connected Services on specific type of elevators, and

we're currently working on delivering an option to monitor our competitor's equipment some time in the near future.

Our other two offerings for remote monitoring are:

VOICE LINK - (KRMS Voice Link) is a 24/7 emergency communication monitoring service provided by the KONE Customer Care Center, exclusively for KONE maintenance customers. KRMS Voice Link connects the elevator phone to the KONE Customer Care Center Emergency Line through the existing phone line. The Emergency Line is a dedicated phone line solely for elevator phones, which receives priority response over other incoming calls. The KONE Customer Care Center is staffed with agents that are trained and experienced in answering calls from elevator phones and handling emergency situations such as entrapments. They also have the ability to communicate in multiple languages if necessary. Agents identify the location of the elevator via the pre-recorded message programmed in the elevator phone or by cross referencing the incoming number from the caller ID with our internal database. Upon activation of the emergency phone, the phone will call directly to the KONE Customer Care Center Emergency Line and the Customer Care agent will attempt to identify if there is an entrapment or an emergency situation. If there is an entrapment, the Customer Care agent will dispatch a technician, then contact the customer's points of contact in order. If there is an emergency situation, the Customer Care agent will call the building site contact or directly contact the local emergency authorities, as appropriate. If the Customer Care agent receives a "no response" call from the elevator phone (i.e. they cannot identify if there is an entrapment or emergency situation), the agent will contact the customer's points of contact for instructions on how to proceed.

KONE Remote Monitoring Service - Data Link (KRMS Data Link) is a tool that helps to improve reliability and reduce equipment downtime by remotely analyzing possible equipment malfunctions when they occur. KRMS Data Link works in three ways as follows:

1. Daily data call: KRMS Data Link will call into the KRMS server on a daily basis and download select usage statistics. The usage statistics and equipment history are provided to the mechanic via his field mobility tool when he arrives onsite for a callout to provide him with a history of the equipment. This data is also utilized by KONE's Technical Services Department, the local office and the technician to help trouble shoot any equipment problems and repair the equipment quicker, as well as improving the first time fix rate.
2. Based on a set of rules, as certain equipment codes are triggered, KRMS Data Link will report back to the KRMS server and log a callout indicating that the unit is out of service. When this happens, the KONE Customer Care Center places a call to the customer to determine how the situation should be handled.
3. Based on a set of rules and algorithm, KRMS Data Link has the ability to detect conditions or a pattern of conditions that may lead to a breakdown or callout in the future. If such an issue is detected, KRMS Data Link will create a Service Need that will be placed in queue for investigation during the next maintenance visit by the mechanic. As these service needs are addressed by the mechanic in advance of the breakdown or callout, this helps to reduce shutdowns and increase availability and equipment performance, therefore improving the overall building operation.

The benefits of KRMS Data Link are as follows:

- **Increased Availability** - Due to quicker response times and repair times, reduced repeat callouts and improved maintenance planning and service needs, downtime is reduced, resulting in improved overall building operation and happier tenants.

- **Reduced Callouts** - Fault patterns are evaluated via algorithm against a set of rules. These rules trigger service needs which indicate an eventual breakdown and require review by the technicians during a scheduled site visit. KONE is immediately aware of certain fault codes and unusual conditions that may exist so we can correct the problem before the elevator breaks down, reducing callouts and increasing availability.
- **Predictive preventive maintenance** - Based on the data collected, KONE can tailor our maintenance plans to target specific areas and will know when a unit is in need of maintenance.
- **Improved first time fix rate** - Resolution of the root cause of issues the first time - With the help of the fault logs and the usage statistics, available via his KFM device, the mechanic is more likely to accurately diagnose the root cause of the problem and correct it more quickly on the first call, rather than having repeat calls for the same problem.
- **Improved technical support** - KONE's Technical Support Department has access to the statistics and fault logs, so they are better able to remotely troubleshoot and assist the mechanic with correcting problems that may occur.
- KONE knows a fault has occurred and can notify the customer before the customer is even aware of the fault. At that point, the customer can determine how the situation should be handled.
- Peace of mind - 24/7 equipment monitoring.

14KONE24-7ConnectedServices.pdf
14Benefits KONE Care 24_7 Connect_v3.1.pdf
14HOW IT WORKS KONE Care 24_7 Connect_v3.2.pdf
14KONE Remote Monitoring Voice and Data.pdf

47. Maintenance/Modernization Only- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance. For the purposes of this proposal, how do you define an emergency? Please include response time, rates, travel time, if applicable, and any other charges that would apply to an emergency situation. Additionally, how do you define non-emergency services? Please include response time, rates, travel time, if applicable, and any other charges that would apply to non-emergency services.

Emergencies are defined as passenger entrapped needing to be evacuated from the elevator cab, and non-emergencies are mechanical failures of the equipment with no passenger entrapped inside the elevator cab. KONE will be able to meet the response times in the contract, and rates will be according to the price sheet provided in Section 9 - Pricing and Cost Proposal. Travel time will be according to the bylaws required by the union which was provided in Question 56 below, and transportation cost could be applied for calls and services excluded under this contract.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or

environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components.

After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. **ELEVATOR & DUMBWAITERS**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

D. **ESCALATOR & POWERWALK**

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

In addition the following scenarios provide a billable call:

1. Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
2. Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
3. Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
4. Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
5. Special requests for services to be performed on overtime.
6. Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
7. Callouts - running on arrival where no technical issues are found (false alarms).

48. Maintenance/Modernization Only- State your company's average response time for entrapments during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

Fastest response time: We are proud of our average callout response time of 28 minutes for an entrapment call. This is due to Dynamic Dispatching and optimized route loading based on geo-position of buildings, and are identified as the highest priority within the KONE organization. After hours entrapments can vary depending on several contributing factors, but KONE strives to meet an average after hour response time under 1-hour. KONE's ability to run a mapping program of all units within their geographic location and identify those pieces of equipment that may fall outside of this average response time would be identified and discussed with all agencies to ensure expectations.

49. Maintenance/Modernization Only- State your company's average response time for callout responses during regular business hours (8:00 am – 5:00 pm, except as otherwise specified) and after hours along with your company's guaranteed response time.

We are proud of our average callout response time to site of 2.8 hours and a guaranteed response time of 4-hours for any service call after hours.

50. Maintenance/Modernization Only- Detail out the number of units each technician is assigned for scheduled preventative maintenance and how you determine the workload for each technician.

Dedication to Maintenance: We have the lightest route loads, on average only 122 units per technician, which allows more attention to their assigned units.

14.50RouteLoading.pdf

51. Maintenance/Modernization Only- Describe the circumstances in which more than one technician would be required for a repair and how you would communicate to the City when this requirement arises prior to approval of any work being performed.

KONE's local branch rep would engage the participating public agency in conversations around what is required as part of the repair including material, expenses, time and labor. This also includes on how the repair will impact their business / organization, and what would work best for them in order to ensure we minimize disruption to their business. It will could be communicated in several ways which could include but not limited to in person, by phone, email or proposal.

Please see language from the National Elevator Bargaining Association Agreement with International Union of Elevator Constructors Section VIII:

ARTICLE VIII

Repair Work

Par. 1. Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics, Helpers, Apprentices and Assistant Mechanics.

Par. 2. General repairs are hereby defined as follows:

Team repairs:

Renewal of all ropes.
Renewal of brake linings (except small machines).
Shortening of all hoisting and counterweight cables.
Replacement of any traveling cable exceeding 50 feet in length.
Safety test where test weights are required.
Replacement of crosshead, counterweight or deflector sheave bearings.
Rescoring of sheaves or drums.
Replacement of worm and gears.
Rebabbitting of bearings.
Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.
Adjusting or readjusting using test weights.
Realigning guide rails.
Replacing crossheads, stiles, safeties or equalizers.
Hoistway door closers with hydraulic or pneumatic checks.

All escalator and moving walk repair work must be done by a team. (Exception Article IX, Contract Service Work, call-backs and examination may be done by one person if there is
no factor of safety).
Exception to above: Residence elevator as described in A.S.M.E. A17.1 code which shall be one person.

One man repairs:

Installing sound isolation.
Replacement of door hangers (except for freight bi-parting doors).
All door closer work (except for freight bi-parting doors).
Rewiring car switches, governors and selectors or any other apparatus in the car.
Refastening guide rails.
Replacing or repairing car floor covering.
Rewiring or reinstalling limit switches.
Replacing automatic rail or track oilers.

One or Two Man Repairs:

Armature repairs.
Renewing of car shoes or roller guides.
Repairs to cab or car gate.
Renewal of motor bearings.
Replacing thrust bearings.
Rewiring controllers.
Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):
Proximity devices (door protection only).
Emergency lighting (battery chargers and lights).
Braille Plates.
Telephones/Communication Devices (with existing wiring and box in place.
Fixture Cover Plates (no wiring).
Key switches/Security devices (with existing wiring, excluding full Fireman's Service Operation).
Controller Wiring Changes (minor changes).
Fixture Replacement (in existing locations only).
Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.
The replacement of equipment on existing elevator installations.
Other repair work assignments not listed above may be one man assignments providing there is no factor of safety involved.

52. Maintenance/Modernization Only- What is your company's average elevator uptime?

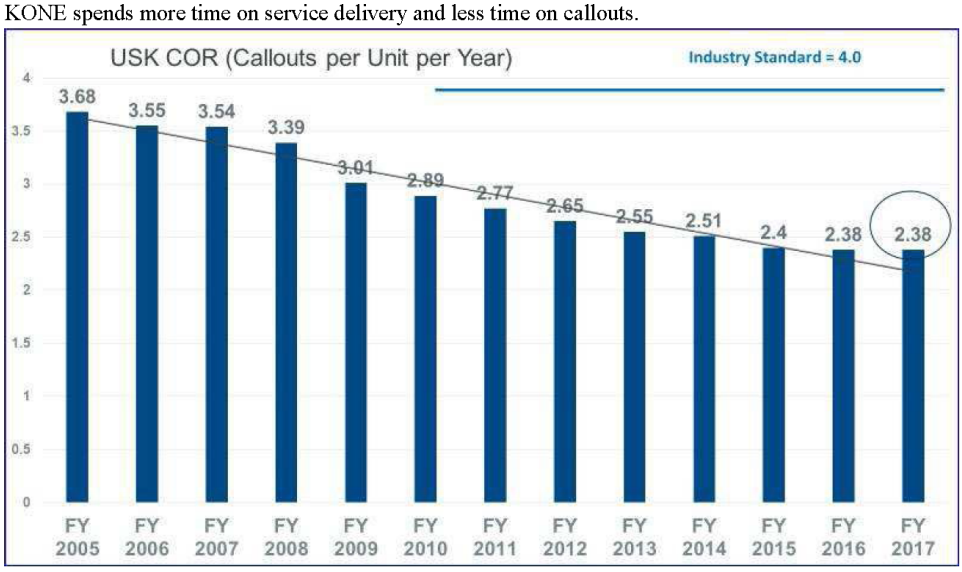
KONE takes great pride in making sure our customer's equipment is available for their end-users **at least 98.5%** of the time. Any planned repairs, call outs due to items outside our control and callouts with response times delayed by the customer request (I.e. didn't approve OT) do NOT count as downtime. Planned maintenance and other calls do count toward downtime. Our Branches manage this process of returning units to service as promptly and safely to KONE customers through effective management of their onsite dispatch and "out of service" monitors.

53. Maintenance/Modernization Only- What is your company's callback rate?

For over 100 years, service quality has been at the forefront of the business. The KONE Service Delivery Story is used to express our service delivery strategy to our customers. Dedication to Maintenance: We have the lightest route loads, on average only 122 units per technician, which allows more attention to their assigned units.

Lowest callout rate: **KONE's callout rate is 2.38 callouts per unit per year**. Our continuous improvement is a result of our effective service delivery and quality initiatives such as Clinica, First time Fix, Predictive Services and Made Visits.

By ensuring we provide reliable and high-quality maintenance, we become our customer's preferred maintenance partner. This is how we achieve the profitable growth of our maintenance business. KONE focuses on quality by delivering on average, 3-6 times more service time per unit than our competitors. KONE spends more time on service delivery and less time on callouts.



54. Maintenance/Modernization Only- Describe the records you make available to public agencies. Do you provide online access to these reports?

KONE Care Online is a secure web-based system that allows our maintenance customers and KONE employees 24/7 access to detailed and real-time information related to the performance and activities surrounding their equipment, to assist in managing their business. KONE Care Online was developed by KONE internally, with input from several customers, consultants and KONE employees, along with a thorough review of other similar industry programs to ensure our product was the most user friendly and comprehensive system in the industry.

KONE Care Online is fully customizable - the equipment that may be viewed, level of information and functionality provided may be limited by customer, as well as by the individual user, to ensure we meet each customer's individual needs and requirements. An unlimited number of reports and graphs may also

be set up to automatically run and be emailed to the user with their specified criteria (locations/ units, date range, etc.) at their own selected frequencies (daily, weekly, monthly, etc.).
KONE Care Online allows the user to find the status of a piece of equipment and to focus on up-to-date information about any specific unit, building, region or district within the customer's organization at any time. Concise equipment performance reports and graphs, as well as other available functionality, save valuable time for customers and assists customers in their building operations management…it allows the customer to view the same information as we can
internally.
In fact, KONE account Managers can all view the same data while the customer is logged in as well to answer questions and concerns.
14.54KONEOnline.pdf
KONE Care Online.pdf
KONE Care Executive Summary & Heat Maps are designed to bring transparency and accountability to our customer relationship by facilitating our customer meetings where KONE Care Online cannot meet the diverse needs of the relationship or we believe an opportunity exists to further distinguish KONE. While they were designed to assist with Strategic and National Accounts and larger Core 2 local customers, they are now available for any customer.
The KONE Care Executive Summary focuses on Key Performance Indicators which clarify our ongoing performance in a graphical summary. This includes number of units, callback averages over time compared to industry averages, callback response times, expenditure distribution,
Asset Management Plan summary, Accounts Receivable along with a number of other Key Performance Indexes. The Heat Maps graphically depict the number of callbacks per unit and provide clarity on which units need attention based upon callouts history over a 30 and 90 day period as well as most recent 12 month period.
14.54KONEHeatMaps.pdf

55. Describe your safety management program, including your company's history of safe work practices, regular safety education given to employees, and how you meet federal safety mandates. Include a listing of OSHA recordable incidents for the previous two years (2016 and 2017) and the steps your company has taken to eliminate these types of incidents.

KONE wants all of our employees, users of the equipment and partners/suppliers to return home safely every day! We will continue to build a KONE safety culture that encourages open communication and recognize human errors. We will not accept any deviation from our safety rules and controls. We do this by active participation in safety training, observation of our people, customers and 3rd party partners. Attached is our EHS Safety Management Program detailing our safe work practices and regular safety training.

14ehs-commitment-ehs-00-5118.pdf
14USK - EHS Program-EHS-01-5103.pdf
14ehs-site-specfic-plan-EHS-01-5500.doc
142016 Corporate OSHA 300A.pdf
142017 Corporate OSHA 300A.pdf
142016 Corporate OSHA 300.pdf

14EHS-00-037-2017 (Corporate 2017 OSHA 300).pdf
142016 Fatality CAR.pdf

56. To what extent would Participating Public Agencies pay for transportation costs? Do you charge for time on-site or time spent door-to-door?

Please see language from Collective Bargaining Agreement with International Union of Elevator Constructors Section IX - Contract Service and Section XIII - Construction Work:

Article IX - Contract Service:

Travel time from home to job and from job to home on overtime call-backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call-backs shall be paid as agreed in Local Expense Agreements.

Article XIII - Travel Time and Expenses

Par. 1. When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement. When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one-half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one-half rates (as agreed to in Article IX, Contract Service, travel time on overtime call-backs is excepted from the above). Expenses incurred on trip to be paid by the Company in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first job site of the regular workday or driving from the last job site of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a Local Travel and Expense Agreement or established local practice.

Par. 2. Local Unions and NEBA Representatives are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3. When the Local Union and the NEBA Representative are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the General President, IUEC and the NEBA Executive Director to study the dispute. The General President, IUEC and the NEBA Executive Director, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the NEBA Representative. The General President, IUEC and the NEBA Executive Director, or their designees, may issue guidelines that the Local Union and the NEBA Representative may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements. All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that NEBA and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and the NEBA Executive Director, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.

57. Who is responsible for knowing different codes and regulations in different areas? How do you keep up to date on changing codes in the different municipalities in which you work?

Elevators and escalators are among the safest modes of travel. However, the safety level of elevators, escalators, and automatic building doors in service varies because technology, codes, and standards are continuously evolving. KONE is actively involved in the development of codes and standards that aim to further improve equipment safety. We also promote safety through our involvement in industry trade associations, and offer additional safety devices that exceed the minimum requirements. We have dedicated regional code specialist who are directly responsible for code development, education and understanding in order to ensure our branch offices are current with all changes in regulation.

58. Please provide a sample Service Agreement that you would ask a Participating Public Agency to execute before service begins. Any such Service Agreement will be based off the Terms and Conditions of the Master Agreement.

14.58US Communities - Standard Attachment A - 2018 City of KC.pdf
Complete Maintenance Scope KMM.pdf
Exam & Lubrication Scope.pdf

59. Inspections Only- How do you track inspections and help Public Agencies manage required inspections?

KONE has designed and implemented a **"Testing & Inspection Database"** utilized to manage required inspections and testing required by local authorities having jurisdiction over specific areas. The branches have an operations coordinator that is responsible for managing and updating the database when testing and inspections are completed by the KONE operation teams. This process and database ensures we understand upcoming labor requirements in order to meet local code requirements for all participating public agencies. Please refer to the attached document for further information and a snapshot of the database.

14.59TestingInspectionDatabase.pdf

60. Inspections Only- How do you manage inspection reports?

Inspection reports that come in from the State/3rd party inspector are directed to a centralized email location within the Branches managed by the operations coordinator/administrator. When the inspection reports are received they are reviewed to identify what items are covered by the contract, not covered under the scope of work and items that are the responsibility of the building owner. These findings are communicated to the operations team and sales team for any proposals or labor requirements to ensure completion in a timely manner, and any customer items are communicated to our customer point of contact to make sure they understand actions needed on their side in order for permit to be renewed. Having a centralized email database ensures accountability for the person responsible for the oversight of the process, and distribution of responsibilities to the appropriated parties.

61. Inspections Only- Please provide a sample inspection report showing the content a Public Agency could expect to receive.

Inspection reports are generated by the State/3rd party inspection organizations and vary according to each local Authority Having Jurisdiction. This isn't a service KONE can provide as the maintenance provider.

62. Inspections Only- Please provide a listing of your State Licenses/Certifications.
Annual and required AHJ inspections are completed by 3rd party vendors, suppliers or state licensed inspectors. KONE doesn't offer this service, but can provide a listing of qualified inspectors we have worked with in all areas for US Communities participating agencies.

63. Inspections Only- Please indicate if any sub-contractors are used to provide inspections.
Annual and required AHJ inspections are completed by 3rd party vendors, suppliers or state licensed inspectors. KONE doesn't offer this service, but can provide a listing of qualified inspectors we have worked with in all areas for US Communities participating agencies.

64. Inspections Only- Please explain how you coordinate inspections with a Public Agency's maintenance provider.
KONE would be the maintenance provider in this instance, so we would be coordinating with the QEI Inspector, 3rd party vendor or State Inspector to ensure date and time was approved by all participating agencies.

65. Inspections Only- Describe your process for coordinating the annual QEI inspections for all equipment. Indicate who will be present for all QEIs.
KONE works closely with 3rd party vendors and State inspectors in coordinating the inspection efforts in order to ensure customer's compliant and permit valid. Most branches have an operations coordinator that will be in direct contact with QEI or State Inspector to coordinate a date and time that will meet the agency's timeframe.

66. Inspections Only- Describe your process for training your field inspectors.
Not applicable to KONE as we do not provide QEI Inspection Services.

67. Additional Information - Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency. You may upload any file(s) below by using the 'paperclip' icon.
https://www.dropbox.com/s/nw5bg5ilryxcg4q/Larry Wash U.S. Communities and Kansas City video - final.mp4?dl=0
KONEEnrichedValueAdd.pdf
KONE IBM Watson Commercial.mp4

15. U.S. Communities State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:
Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml
All States in the United States of America:
Alabama
Alaska
Arizona
Arkansas
California

Colorado
Connecticut
Delaware
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin

Wyoming
Click here for a list of all agencies and specific states included in the State Notice Addendum.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
True
Yes, we understand notice has been provided to the States listed here as a requirement of the RFP process.

16. U.S. Communities FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").
In addition, Contractor agrees to the following specific provisions:
1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental
Protection Agency regulations (40 CFR part 15); and
f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

KONE acknowledges the above which has been part of our last US Communities contract awarded in 2014 to KONE Inc.

17. U.S. Communities Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.

True

18. U.S. Communities Uniform Administrative Requirements

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

1. Have you read and do you acknowledge the information provided above? Please state any questions or concerns you have regarding this information in the Comments section provided below.
True

19. References

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.
It is preferred that at least one (1) client references be a government sector client.

Instructions:

1. Download the attached (Proposer References.docx)form
2. Distribute to designated references
3. Collect the responses
4. Attach the completed forms below

1. Attach the completed reference form here from Reference #1.
See Attachment: 13Proposer References - UW.pdf

2. Attach the completed reference form here from Reference #2.
See Attachment: 13Proposer References-UnivColoradoBoulder.pdf

3. Attach the completed reference form here from Reference #3.
See Attachment: 13Proposer References-UofT-Knoxville.pdf

20. Sustainability

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.
20LEED Declaration.pdf
20KONE_Sustainability_Report_2017_tcm17-43141.pdf

2. Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

KONE is committed to eco-efficiency and is prepared to assist City of Kansas City in attaining their goals as well. KONE has continuously increased its score in the CDP rankings on carbon disclosure. In 2015, KONE received the best score possible of 100. In 2014, KONE placed 12th by Newsweek Green Rankings one of the World's foremost corporate environmental rankings. KONE also ranked 28th in the 2015 list of Global 100 Most Sustainable Corporations in the World.

KONE is an industry pioneer in eco-efficiency. In 1996 we introduced to the industry the first machine room-less elevator and followed in 2007 as the first major elevator company to cease manufacture of hydraulic elevators, thus eliminating the risk of introducing hazardous substances into ground water.

Existing hydraulic elevators can have this risk mitigated by conversion away from petroleum based fluids to vegetable oils.

An integral part of our R&D is a focus on developing the most eco-efficient, least carbon impact, products. This is accomplished by the introduction of new product platforms such as Eco Disk® technology and on developing energy efficient products for existing elevators such as LED lights and timed shut-down of in-cab lights and fans.

In high-rise buildings most energy is consumed in its use, the number of motor starts and stops. Conversely, the most power consumed by low-rise, low speed elevators is in stand-by mode. An idle elevator still has power to car lights, fans, AC units, signal fixtures, and machine fans. Combined these can amount to 70%-80% of the elevator's power consumption. Fixture bulbs can be converted to LED's and cab fans and lights can be timed to shut down while the elevator is idle.

KONE has provided the majority of City of Kansas City departments with eco-efficient/sustainability equipment improvements via our AMP process, and will continue to drive conversations around implementation to minimize impact on the local environment.

21. City of Kansas City, MO HRD Forms and Instructions

HRD program forms are attached below for reference. Click on the form name to download it.

00440: HRD Form 5 Construction Contract

HRD 08: Contractor Utilization Plan and Request for Waiver (00450)

HRD 10: Timetable for Utilization (00460 HRD 10)

HRD 11: Request for Modification or Substitution (00470)

HRD 13: Affidavit of Intended Utilization

004501.01: Letter of Intent to Subcontract

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

Updated:
Question 1 & 2 are required documents for RFP submittal. Please complete and upload each form in the appropriate question below. Other documents will be required later if awarded.
Questions 3-7 are not required at time of RFP submission. Please acknowledge the forms though as true or false.

1. Please attach the completed form: HRD Form 08 - Contractor Utilization Plan and Request for Waiver (00450)
See Attachment: KONE EV2516 signed HRD 08 Contractor Utilization Plan & Request for Waiver.pdf

2. Please attach the completed form: HRD Form 13 - Affidavit of Intended Utilization
See Attachment: KONE EV2516 signed Affidavit of Intended Utilization.pdf

3. Not required at time of submission- please acknowledge. HRD 10: Timetable for Utilization (00460 HRD 10)
True

4. Not required at time of submission- please acknowledge. HRD 11: Request for Modification or Substitution (00470)
True

5. Not required at time of submission- please acknowledge. 004501.01: Letter of Intent to Subcontract
True

6. Not required at time of submission- please acknowledge. 01290.14: Contractor Affidavit for Final Payment
True

7. Not required at time of submission- please acknowledge. 01290.15: Subcontractor Affidavit for Final Payment
Sales greater than $100,000,001

22. Cooperative Procurement with Other Jurisdictions Form

The Proposer agrees to provide products and/or services to any municipality, county, state, governmental, public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

1. Do you agree to the statement above?
True

23. Tax Clearance for City and Local Governments

The local governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to City making City's first payment under the contract or any contract renewal.

The selected Contractor may obtain the City tax clearance letter from the City's Commissioner of Revenue at (816) 513-1135 or (816) 513-1089 (website) and authorize the City to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri; Johnson County, Kansas; and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission.

1. Do you acknowledge the requirement in this section?

True

24. Employee Eligibility Verification Affidavit

Please download the attached Employee Eligibility Verification Affidavit. Please sign, notarize, and scan the final form below, including the first and last page of the E-Verify MOU.

1. Please attach the signed and notarized Employee Eligibility Verification Affidavit here.

See Attachment: 24.1E-Verify MOU.pdf
Per addendum, the Eligibility Verification Affidavit isn't necessary until award of contract.

25. Performance and Maintenance Bond

A Performance and Maintenance bond in the amount of the contract is required on this RFP.
00610 Perf. & Maintenance Bond 050113 (3).pdf

1. Do you acknowledge this Performance and Maintenance Bond requirement?

Yes, KONE will provide upon execution of contract with City of Kansas City.

26. Payment Bond

A Payment Bond is required on this RFP.
00615 Payment Bond 050113 (2).pdf

1. Do you acknowledge the payment bond requirement?
Yes, KONE will provide upon execution of contract with City of Kansas City and US Communities.

27. Prevailing Wages

Prevailing Wage is required on this RFP. All wage orders are being attached.

Incremental_Increase_Letter 6-7-2017.pdf

00830.02 CASS AWO 6-7-2017.pdf

00830.02 CLAY AWO 6-7-2017.pdf

00830.02 JACKSON AWO 6-7-2017.pdf

00830.02 PLATTE AWO 6-7-2017.pdf

00830.02 RAY AWO 6-7-2017.pdf

1. Do you acknowledge this Prevailing Wage section?
KONE acknowledges the prevailing wage requirement.

28. Addendum 1

This Addendum addresses the following: Addendum No. 1 05232018.pdf
1. Pre-proposal Attendance Sheet
2. Questions and Answers
3. Update Section #27 Prevailing Wages -Revised Prevailing Wage Orders #25

1. Do you acknowledge this Addendum 1?
Sales greater than $100,000,001
KONE acknowledges Addendum No. 105232018.pdf.

EXHIBIT D

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

PART II

FACILITY REPAIR & MAINTENANCE CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.

3. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all negligent acts or omissions in connection with this Contract but only to the extent caused by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the negligence of City.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. An Owners and Contractors Protective Liability Policy (OCPL).

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability $100,000 accident
with limits of:
$500,000 disease-policy limit
$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of $1,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as

to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $2,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as Named Insureds on the OCPL for the services performed under this Contract and maintain products and completed operations coverage for the duration of this Agreement. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination

and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10.Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City and Contractor.

Sec. 11.Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12.Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13.Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14.Affirmative Action. Not Used.

Sec. 15.Tax Compliance. Contractor shall provide proof of compliance with the City's tax

ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $150,000.00.

Sec. 16.Assignability or Subcontracting.

A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17.Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18.Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19.Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20.Employee Eligibility Verification. If this contract exceeds five thousand dollars($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21.Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22.Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23.Escalator Technical Survey. Contractor is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the equipment. If additional work is necessary, Contractor will provide a separate proposal or recommendation for such work. Contractor's price and obligations under this Agreement are subject to a technical survey to be performed within 90-days of the effective date. If a safety hazard or code violation is identified during Contractor's technical survey, City will immediately remove the unit from service until repairs are performed. City agrees to indemnify, defend, and hold Contractor harmless for any claims arising out of City's failure to comply with Contractor's recommendations and proposal. If City does not immediately approve Contractor's proposal or recommendation, Contractor reserves the right to terminate this Agreement without penalty.

Sec. 24.Hazardous Materials. Notwithstanding anything contained to the contrary within this bid or contract, Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Cityr's sole responsibility and expense.

Sec. 25.Consequential Damages. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised

of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

Sec. 26.Force Majuere. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond Contractor 's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Sec. 27.Intellectual Property. All proprietary and intellectual property rights to the equipment, any drawings, technical documentation and software shall remain solely with Contractor.

EXHIBIT E

Dekalb County School District
Elevator/Lift Equipment List

School Name	Location/name of unit	Manufacturer	Equipment Type
A I C	HR Finance	Kone	Traction
A I C	Admin (Auditorium)	Kone	Traction
Arabia Mountain HS	Lobby	ThyssenKrupp	Hydraulic
Austin ES	Rear Hall	Otis	Hydraulic
Avondale HS / DSA	DSA Theater Hall	Schindler	Hydraulic
Barack Obama ES	Hallway/Main Building	ThyssenKrupp	Traction
Barack Obama ES	Main Hallway	ThyssenKrupp	Traction
Bob Mathis ES	Rear Hall	Schindler	Hydraulic
Brockett ES	Main Building	Garaventa	Lift
Brockett ES	Main Building	Garaventa	Lift
Cedar Grove HS	Main Building	Schindler	Hydraulic
Cedar Grove HS	Rear (ROTC Area)	Schindler	Hydraulic
Chamblee HS	Lobby	ThyssenKrupp	Hydraulic
Chamblee HS	Auditorium	ThyssenKrupp	Hydraulic
Chamblee HS	Gymnasium	ThyssenKrupp	Hydraulic
Chamblee MS	Front Hall	ThyssenKrupp	Hydraulic
Champion MS	Lobby	Dover	Hydraulic
Chesnut ES	Rear Hall	ThyssenKrupp	Hydraulic
Clarkston HS	Corridor	ThyssenKrupp	Hydraulic
Clarkston HS	Corridor	ThyssenKrupp	Hydraulic
Columbia ES	Main Building	Dover	Hydraulic
Doraville United ES	Main Hallway	ThyssenKrupp	Traction
Dresden ES	New Wing	Garaventa	Lift
Druid Hills HS	Elevator Lobby	Dover	Hydraulic
Druid Hills HS	Main Building	ThyssenKrupp	Hydraulic
Druid Hills HS	Elevator #3	ThyssenKrupp	Hydraulic
Druid Hills HS	Main Building	ThyssenKrupp	Hydraulic
Druid Hills HS	Gym	Garaventa	Lift
Druid Hills HS	Library	Garaventa	Lift
Dunwoody ES - Upper	Rear Lobby	Kone	Traction
Dunwoody HS	Original Building	Otis	Hydraulic
Dunwoody HS	Lobby	ThyssenKrupp	Hydraulic
Early Learning Center	Hallway	Garaventa	Lift
Fernbank ES	Hallway/Main Building	ThyssenKrupp	Traction

Fernbank Science Center	Lower level	Garaventa	Lift
Fernbank Science Center	Main Floor	Garaventa	Lift
Flat Rock ES	Lobby	ThyssenKrupp	Hydraulic
Henderson MS	Cafeteria	Garaventa	Lift
Henderson MS	Gym	Unknown	Lift
Indian Creek ES	Front Hallway	ThyssenKrupp	Traction
John Lewis ES	Front Hallway	ThyssenKrupp	Traction
Kittredge Magnet School	Stage	Garaventa	Lift
Lakeside HS	Auditorium Lobby	ThyssenKrupp	Hydraulic
Lakeside HS	Rear Classroom Wing	ThyssenKrupp	Hydraulic
Lithonia HS	Rear	Otis	Hydraulic
Lithonia MS	300 Hall	ThyssenKrupp	Hydraulic
Lithonia MS	Gym Lobby	ThyssenKrupp	Hydraulic
Martin Luther King Jr., HS	Hallway	Thyssen/Dover	Hydraulic
Martin Luther King Jr., HS	Auditorium	Garaventa	Lift
McNair HS	Lobby	Schindler	Hydraulic
McNair HS	Fine Arts Building	Schindler	Hydraulic
McNair MS	Main Lobby	Otis	Hydraulic
Miller Grove HS	Front Lobby	Otis	Hydraulic
Miller Grove HS	Rear	Otis	Hydraulic
Montclair ES	Addition Lobby	Kone	Hydraulic
Montgomery ES	Back Hallway	Dover	Hydraulic
Oakview ES	Main Hallway	Otis	Hydraulic
Peachcrest ES	Main Hallway	ThyssenKrupp	Traction
Peachtree MS	Front Hallway	ThyssenKrupp	Hydraulic
Pleasantdale ES	Front Hallway	ThyssenKrupp	Traction
Princeton ES	Main Hall	ThyssenKrupp	Hydraulic
Rainbow ES	Rear Addition	ThyssenKrupp	Hydraulic
Rock Chapel ES	Lobby	Otis	Hydraulic
Rockbridge ES	Main Hallway	ThyssenKrupp	Traction
Ronald McNair Discovery	Lobby	ThyssenKrupp	Hydraulic
Shadow Rock ES	Elevator	Schindler	Hydraulic
Snapfinger ES	Addition	Dover	Hydraulic
Southwest Dekalb HS	Lobby	Otis	Hydraulic
Southwest DeKalb HS	1100 Hallway	Schindler	Hydraulic
Southwest DeKalb HS	Auditorium	Garaventa	Lift
Southwest DeKalb HS	Cafeteria	Garaventa	Lift
Southwest DeKalb HS	Gym	Garaventa	Lift

Stephenson HS	Building	Schindler	Hydraulic
Stone Mountain MS	Lobby	ThyssenKrupp	Hydraulic
Towers HS	Gym	ThyssenKrupp	Hydraulic
Towers HS	Near Band Room	ThyssenKrupp	Hydraulic
Tucker HS	Front Lobby	ThyssenKrupp	Hydraulic
Tucker HS	Rear/Gym	ThyssenKrupp	Hydraulic
Tucker MS	Lobby	Schindler	Hydraulic
Warren Tech	Corridor	Garaventa	Lift
Woodward ES	Addition	Schindler	Hydraulic

EXHIBIT F

Exhibit 4

KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Kansas Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement") and the Agreement between DeKalb County School District and Kone Inc ("DeKalb Agreement"). In the event of conflict between terms and conditions of this Exhibit 4 and/or the DeKalb Agreement, the terms of DeKalb Agreement and Exhibit 4 shall supersede and prevail. In the event of conflict between terms and conditions of Exhibit 4 and DeKalb Agreement, the DeKalb Agreement shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

School/Location Name	Name of Unit	Manufacturer	Equipment Type	Monthly Price
A I C	Passenger Elevator #1	KONE	Traction	$ 98.00
A I C	Passenger Elevator #2	KONE	Traction	$ 98.00
Arabia Mountain HS	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Austin ES	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Barack Obama ES	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Bob Mathis ES	Passenger Elevator	Schindler	Hydraulic	$ 57.00
Brockett ES	Lower Stairclimber	Garaventa	Lift	$ 57.00
Brockett ES	Upper Stairclimber	Garaventa	Lift	$ 57.00
Cedar Grove HS	Main Elevator	Schindler	Hydraulic	$ 57.00
Cedar Grove HS	ROTC Elevator	Schindler	Hydraulic	$ 57.00
Cedar Grove HS	Stairclimber	Garaventa	Lift	$ 57.00
Chamblee HS	Passenger Elevator #1	Thyssen	Hydraulic	$ 57.00
Chamblee HS	Passenger Elevator #2	Thyssen	Hydraulic	$ 57.00
Chamblee HS	Passenger Elevator #3	Thyssen	Hydraulic	$ 57.00
Chamblee MS	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Champion MS	Mobile Wheelchair Lift	Garaventa	Lift	$ 57.00
Champion MS	Passenger Elevator	Dover	Hydraulic	$ 57.00
Champion MS	Stairclimber	Garaventa	Lift	$ 57.00
Chesnut ES	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Clarkston HS	Passenger Elevator #1	Smartrise	Hydraulic	$ 57.00
Clarkston HS	Passenger Elevator #2	Smartrise	Hydraulic	$ 57.00
Columbia ES	Passenger Elevator	Dover	Hydraulic	$ 57.00
Columbia HS	Auditorium Stairclimber	Garaventa	Lift	$ 57.00
Columbia HS	ROTC Wheelchair Lift	Garaventa	Lift	$ 57.00
Cross Keys HS	100 Hall Stairclimber	Thyssen	Lift	$ 57.00
Cross Keys HS	Main Stairclimber	Thyssen	Lift	$ 57.00
Dekalb School of Arts	Passenger Elevator	Schindler	Hydraulic	$ 57.00
Dekalb School of Arts	Wheelchair Lift	Garaventa	Lift	$ 57.00
Discover Learning Academy	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Discover Learning Academy	Wheelchair Lift	Thyssen	Lift	$ 57.00

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Doraville United ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Dresden ES	Stairclimber	Garaventa	Lift	$	57.00
Druid Hills HS	Elevator EV2	Thyssen	Hydraulic	$	57.00
Druid Hills HS	Elevator EV3	Thyssen	Hydraulic	$	57.00
Druid Hills HS	Gym Wheelchair Lift	Garaventa	Lift	$	57.00
Druid Hills HS	Main Building Elevator	Dover	Hydraulic	$	57.00
Druid Hills HS	Media Center Wheelchair Lift	National Wheel-o-Vator	Lift	$	57.00
Druid Hills HS	Science Hall Elevator	Thyssen	Hydraulic	$	57.00
Druid Hills MS	Tech Lab Wheelchair Lift	Access Industries	Lift	$	57.00
Druid Hills MS	Center Hall Wheelchair Lift	Garaventa	Lift	$	57.00
Dunwoody ES	Passenger Elevator	KONE	Traction	$	98.00
Dunwoody HS	Lobby Elevator	Thyssen	Hydraulic	$	57.00
Dunwoody HS	Original Elevator	Otis	Hydraulic	$	57.00
Early Learning Center	Stairclimber	Garaventa	Lift	$	57.00
Fernbank ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Fernbank Science Center	Lower Stairclimber	Garaventa	Lift	$	57.00
Fernbank Science Center	Upper Stairclimber	Garaventa	Lift	$	57.00
Flat Rock ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Henderson Mill ES	Wheelchair Lift	Garaventa	Lift	$	57.00
Henderson MS	Cafeteria Wheelchair Lift	Garaventa	Lift	$	57.00
Henderson MS	Gym Mobile Wheelchair Lift	Garaventa	Lift	$	57.00
Henderson MS	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Indian Creek ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
John Lewis ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Kittredge Magnet School	Wheelchair Lift	Garaventa	Lift	$	57.00
Lakeside HS	Passenger Elevator #1	Smartrise	Hydraulic	$	57.00
Lakeside HS	Passenger Elevator #2	Smartrise	Hydraulic	$	57.00
Lakeside HS	Wheelchair Lift	Porch Lift	Lift	$	57.00
Laurel Ridge ES	Wheelchair Lift	Harmar	Lift	$	57.00
Lithonia HS	Passenger Elevator	Otis	Hydraulic	$	57.00
Lithonia MS	Cafeteria Gym Wheelchair Lift	Thyssen	Lift	$	57.00
Lithonia MS	Cafeteria Stage Wheelchair Lift	Thyssen	Lift	$	57.00
Lithonia MS	Front Elevator	Thyssen	Hydraulic	$	57.00
Lithonia MS	Gym Elevator	Thyssen	Hydraulic	$	57.00
McNair HS	Fine Arts Elevator	Schindler	Hydraulic	$	57.00
McNair HS	Gym Elevator	Schindler	Hydraulic	$	57.00
McNair HS	Wheelchair Lift	Garaventa	Lift	$	57.00
McNair MS	Passenger Elevator	Otis	Hydraulic	$	57.00
Miller Grove HS	Front Elevator	Otis	Hydraulic	$	57.00
Miller Grove HS	Gym Elevator	Otis	Hydraulic	$	57.00
MLK HS	Wheelchair Lift	National Wheel-o-Vator	Lift	$	57.00
MLK HS	New Elevator	Thyssen	Hydraulic	$	57.00
MLK HS	Building Elevator	Dover	Hydraulic	$	57.00
Montclair ES	Passenger Elevator	KONE	Hydraulic	$	57.00
Montgomery ES	Passenger Elevator	Dover	Hydraulic	$	57.00
Oakview ES	Passenger Elevator	Otis	Hydraulic	$	57.00
Peachcrest ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Peachtree MS	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Pleasantdale ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Princeton ES	Passenger Elevator	Thyssen	Hydraulic	$	57.00
Rainbow ES	New Wing Elevator	Thyssen	Hydraulic	$	57.00
Rainbow ES	Old Wing Elevator	Thyssen	Hydraulic	$	57.00

Redan HS	Wheelchair Lift	Garaventa	Lift	$ 57.00
Redan HS	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Rock Chapel ES	Passenger Elevator	Mowery	Hydraulic	$ 57.00
Rockbridge ES	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Shadow Rock ES	Passenger Elevator	Schindler	Hydraulic	$ 57.00
Snapfinger ES	Passenger Elevator	Dover	Hydraulic	$ 57.00
Southwest Dekalb HS	1100 Hall Elevator	Schindler	Traction	$ 98.00
Southwest Dekalb HS	3100 Hall Elevator	Otis	Hydraulic	$ 57.00
Southwest Dekalb HS	Cafeteria Stairclimber	Garaventa	Lift	$ 57.00
Southwest Dekalb HS	Gym Wheelchair Lift	Garaventa	Lift	$ 57.00
Southwest Dekalb HS	Sound Booth Stairclimber	Garaventa	Lift	$ 57.00
Stephenson HS	Passenger Elevator	Schindler	Hydraulic	$ 57.00
Stone Mountain MS	Passenger Elevator	Thyssen	Hydraulic	$ 57.00
Towers HS	Band Wheelchair Lift	Garaventa	Lift	$ 57.00
Towers HS	Boys Locker Room Wheelchair Lift	Garaventa	Lift	$ 57.00
Towers HS	Cafeteria Wheelchair Lift	Garaventa	Lift	$ 57.00
Towers HS	Passenger Elevator #1	Thyssen	Hydraulic	$ 57.00
Transportation Center	Wheelchair Lift	Savaria	Lift	$ 57.00
Tucker HS	A Building Elevator	Thyssen	Hydraulic	$ 57.00
Tucker HS	Gym Lobby Elevator	Thyssen	Hydraulic	$ 57.00
Tucker MS	Passenger Elevator	Schindler	Hydraulic	$ 57.00
Warren Tech	Wheelchair Lift	Garaventa	Lift	$ 57.00
Woodward ES	Passenger Elevator	Schindler	Hydraulic	$ 57.00
TOTAL MONTHLY PRICE FOR ALL EQUIPMENT				**$6,149.00**
TOTAL ANNUAL PRICE FOR ALL EQUIPMENT				**$73,788.00**

IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	Premium Portion (.7)	SUNDAYS/ HOLIDAYS
32	Atlanta/Savannah, GA - MECHANIC	$ 191.91	$ 326.25	$ 134.34	$ 383.83
32	Atlanta/Savannah, GA – HELPER	$ 163.92	$ 278.67	$ 114.75	$ 327.84
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	PERCENTAGE MARK-UP FOR MATERIALS AND PARTS			
32	Atlanta/Savannah, GA	10% profit and 15% overhead from list			

**KRMS-Elevator Phone Monitoring Y____ N__X___

**Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for a one (1) year and has four (4) one-year renewal options at the sole discretion of DCSD.

This Agreement is not cancellable for convenience purposes however if a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year.

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Georgia. Venue of any action brought under this Agreement shall lie exclusively in the state and federal courts of DeKalb, Georgia, without giving effect to any choice of law principles.

SCOPE OF SERVICES (Prevailing Scope of Work)

KONE will provide the labor to perform quarterly preventative maintenance visits utilizing KONE Maintenance Method (KMM) modules for the following equipment areas:

Control system
Power unit and/or machines
Hydraulic system accessories
Car equipment
Wiring
Hoistway and pit equipment
Door equipment
Signals and accessories
Rails and guides
Hoist ropes/belts

If during quarterly preventative maintenance visits KONE identifies repairs that are $500.00 or less in value (based on contractual labor rate and material mark-up), KONE shall complete these repairs while on site under the cost structure of this Agreement.

Should KONE identify repairs more than $500.00 in value, which, in KONE's sole judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair. KONE reserves the right to remove the elevator/lift from service until such repairs are completed.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR
A pressure relief test and a yearly leakage test as required by applicable code.

TRACTION ELEVATOR
An annual no-load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement. All service calls and repairs will be considered billable at stated contract rates.

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice (or remove affected elevator(s)/lift(s) from the Agreement). To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, to the extent permissible by law, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void. KONE reserves the right to lock out/remove from service any elevator/lift that is deemed unsafe.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services. If Purchaser causes or permits a third party to work on the elevator(s)/lift(s), KONE has the right to cancel/remove affected equipment from the Agreement.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogram all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: $0.00

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
TBD	TBD	TBD
First Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Second Point of Contact (Required)		
Name:	Title:	
Phone #:	Cell Phone #:	
Third Point of Contact (Optional)		
Name:	Title:	
Phone #:	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #:	Police Department Phone #:	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

_____

CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? ☐ Yes (If Yes, provide the Tax Exemption Certificate.) ☐ No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ACCEPTANCE

Service Agreement Effective Date: 09/01/2022

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: ___/___/___

Respectfully submitted,
KONE Inc.

_____
(Submitted By)

_____
(Approved By) Authorized Representative

_____
(Title)

Date: ___/___/___