

Action History (UTC-05:00)

Submit

by Lisa Guerreiro 04-30-2026 02:11:22 PM (Start Form)

Submit

by Garrett Woods 05-07-2026 09:31:34 AM (Pre-Director approval)

- The task was assigned to Garrett Woods 4/30/2026 2:11:25 PM

Submit

by Chelsea Buell 05-07-2026 12:53:46 PM (Pre-Director approval)

- The task was assigned to Chelsea Buell 5/7/2026 9:31:39 AM

Director Denied

by Chuck Speake 05-07-2026 01:25:01 PM (Director Approval)

- The task was assigned to Chuck Speake, Lamar Garlington 5/7/2026 12:53:47 PM
- Chuck Speake assigned the task to Chuck Speake 5/7/2026 1:16:59 PM

Resubmit

by Lisa Guerreiro 05-13-2026 11:26:58 AM (Requester resubmit)

- The task was assigned to Crystal Osborne, Lisa Guerreiro, Brittany Young. The due date is: May 21, 2026 12:00 AM 5/7/2026 1:25:04 PM
- Lisa Guerreiro assigned the task to Lisa Guerreiro 5/13/2026 11:13:51 AM

Submit

by Garrett Woods 05-14-2026 09:37:40 AM (Pre-Director approval)

- The task was assigned to Garrett Woods 5/13/2026 11:26:59 AM

Submit

by Lamar Garlington 05-22-2026 11:08:58 AM (Pre-Director approval)

- The task was assigned to Chelsea Buell 5/14/2026 9:37:46 AM
- Michael White reassigned the task to Lamar Garlington 5/22/2026 10:54:28 AM

Approve

by Lamar Garlington 05-26-2026 10:22:51 AM (Director Approval)

- The task was assigned to Lamar Garlington 5/22/2026 11:09:00 AM

Budget Denied

by Nicole Brown 05-26-2026 10:59:30 AM (Budget Approval)

■ Per the Budget Manager, funding this project requires a Budget Amendment. Please hold this request and resubmit once the amendment process is complete.

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/26/2026 10:22:52 AM
- Nicole Brown assigned the task to Nicole Brown 5/26/2026 10:42:40 AM

Resubmit

by Lisa Guerreiro 05-28-2026 10:08:27 AM (Requester resubmit)

- The task was assigned to Crystal Osborne, Lisa Guerreiro, Brittany Young. The due date is: June 9, 2026 12:00 AM 5/26/2026 10:59:35 AM
- Lisa Guerreiro assigned the task to Lisa Guerreiro 5/28/2026 10:07:41 AM

Submit

by Garrett Woods 05-28-2026 10:17:59 AM (Pre-Director approval)

- The task was assigned to Garrett Woods 5/28/2026 10:08:28 AM

Submit

by Lamar Garlington 05-28-2026 02:31:01 PM (Pre-Director approval)

- The task was assigned to Lamar Garlington 5/28/2026 10:18:03 AM

Approve

by Chuck Speake 05-28-2026 02:32:02 PM (Director Approval)

- The task was assigned to Chuck Speake, Lamar Garlington 5/28/2026 2:31:02 PM
- Chuck Speake assigned the task to Chuck Speake 5/28/2026 2:31:36 PM

Budget Denied

by Nicole Brown 05-28-2026 03:21:38 PM (Budget Approval)

■ This is a capital improvement, account should be 001-0760-519.62-00. Please correct and resubmit. The transfer will be corrected to match. Thank you!

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/28/2026 2:32:03 PM
- Nicole Brown assigned the task to Nicole Brown 5/28/2026 3:20:02 PM

Resubmit

by Lisa Guerreiro 05-28-2026 03:22:56 PM (Requester resubmit)

- The task was assigned to Crystal Osborne, Lisa Guerreiro, Brittany Young. The due date is: June 11, 2026 12:00 AM 5/28/2026 3:21:48 PM
- Lisa Guerreiro assigned the task to Lisa Guerreiro 5/28/2026 3:22:19 PM

Submit

by Garrett Woods 05-28-2026 03:25:05 PM (Pre-Director approval)

- The task was assigned to Garrett Woods 5/28/2026 3:22:58 PM

Submit

by Lamar Garlington 05-28-2026 03:26:07 PM (Pre-Director approval)

- The task was assigned to Lamar Garlington 5/28/2026 3:25:08 PM

Approve

by Chuck Speake 05-29-2026 12:31:55 PM (Director Approval)

- The task was assigned to Chuck Speake, Lamar Garlington 5/28/2026 3:26:09 PM
- Chuck Speake assigned the task to Chuck Speake 5/29/2026 12:31:49 PM

Approve

by Nicole Brown 05-29-2026 01:58:55 PM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper, Jake Gaub 5/29/2026 12:31:56 PM
- Nicole Brown assigned the task to Nicole Brown 5/29/2026 1:58:12 PM

Reviewed

by Michael White 05-29-2026 02:43:03 PM (Purchasing Specialist)

■ UPDATED DEPT YTD FROM \$380400 TO \$326,642.00 TO REFLECT ALL REQUESTS CURRENT

EVER-CONTRACT T&C
OMNIA EV2516

LEGAL RESPONSE IS ATTACHED.

PURCHASING DEPARTMENT
VENDOR TRACKING
Prior PO Total: \$0
New PO Total: \$306642.00
YTD Dept Exp (Incl): \$326642.00
YTD CW Exp (Incl): \$326642.00

*ALL REQUESTS ARE UTILIZING JOINT CO-OP AGREEMENTS

- The task was assigned to Bernice Moen, Michael White 5/29/2026 1:58:56 PM
- Michael White assigned the task to Michael White 5/29/2026 2:35:57 PM

Approve

by Alla Skipper 05-29-2026 04:20:44 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 5/29/2026 2:43:05 PM
- Alla Skipper assigned the task to Alla Skipper 5/29/2026 4:02:59 PM

Approve

by Irina Kukharenko 05-30-2026 06:33:23 PM (Finance Director)

- The task was assigned to Irina Kukharenko, Marilyn Martinec 5/29/2026 4:20:49 PM
- Irina Kukharenko assigned the task to Irina Kukharenko 5/30/2026 6:32:59 PM

Reviewed

by Lori Hollingshead 06-01-2026 08:17:05 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 5/30/2026 6:33:24 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 6/1/2026 8:16:58 AM

Approve

by Julie Bellia 06-01-2026 10:43:57 AM (Assistant City Manager)

- The task was assigned to Julie Bellia 6/1/2026 8:17:06 AM



Procurement Request

City of North Port

Request

Request Type *

Competitive Exemption

Capital? (?)

No Yes

PRR-EX (?) *

No Yes

FY *

2026

Type code *

M

Preparer

Lisa Guerreiro

Pre-Director Approver(s) (?)

	Name
1	Garrett Woods
2	Lamar Garlington

Department *

PUBLIC WORKS

Division(s)

FACILITIES MAINTENANCE

Commission Date (?) *

06/09/2026

Agenda Item (?) *

26-0715

Purchase

Payment Method *

Visa Purchase Purchase Order
 Payment Authorization

Purchase Type *

Single Purchase (current FY)
 Blanket Purchase (current FY)

Purchase SubType *

None Change Order
 Amendment

Description *

Modernization of the two elevators at City Hall per Kone proposal dated 4/28/2026. This proposal is in accordance with Omnia contract EV2516 which has been reviewed by Legal. (response attached in backup)

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

Exemption Explanation (?) *

Formal Competition has been accomplished by the City of Kansas City through RFP#EV2516, thus saving the City both time and money by not having to go through the competitive process. Also, Kone is the vendor that the City has had a contract with to service these elevators for a number of years now and they are very familiar with our facilities and are knowledgeable about the elevator licensing process.

Additional Approvals

Grant? *

Yes No

Technology Related? (?) *

Yes Renewal No

Exemption

Exempted purchase type *

Please select the purchase type

Other Agency's Contract

Departments may utilize another municipality, county, or other governmental agency contract.

The requesting department must provide the following documentation:

1. Solicitation and addendum (highlight the section that allows the use of solicitation, if not in solicitation provide letter from the entity to allow the city to use the solicitation)
2. Tabulation (must show competition)/matrix if RFP (Supplier's price list: highlight the items on the tabulation per quote/proposal)
3. Awarded Supplier's/Vendor submittal
4. Recommendation/Award Letter
5. Awarded Contract/Agreement/Master Service Agreements, etc.
6. Approved agenda/minutes
7. Renewals
8. Amendments
9. Proposal/Quote to reference the Contract Number

Disclosure: Terminology and titles for required documentation, including form names, above may vary depending on the originating agency. Submitting departments shall provide the equivalent documentation from the originating agency's process that fulfills the substantive requirements outlined herein, regardless of the specific form title.

Name or Category (?) *

U.S. Communities/Omnia Partners

Contract Number *

EV2516

Start Date *

12/01/2018

End Date *

11/30/2029

Fee required (?) *

Yes

No

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Attachment_D_-_EV2516_Scope_of_Services.pdf	756.69KB
Copy of Exhibit 3 - National Pricing PM.pdf	78.61KB
EV2516_-_Elevator_and_Escalator_Maintenance_and_Services_completed-1.pdf	429.11KB
EV2516_Addendum_No._1__5223018.pdf	33.37KB
EV2516_Elevator_and_Escalator_Maintenance_and_Repair_Services.pdf	663.27KB
EV2516_Elevator_and_Escalator_Maintenance_and_Repair_Services_Part_II - Terms & Conditions.pdf	450.9KB
EV2516_KONE_Pricing.pdf	742.48KB
EV2516_KONE_AM1_2024_07_02__thru_11.30.29_(1) - Amendment 1.pdf	239.34KB
EV2516_KONE_AM1_2024_07_02__thru_11.30.29_.pdf	239.34KB
EV2516_Recommendation_Letter.pdf	88KB
Executive_Summary_Kone_01.pdf	157.65KB
Exhibit_4.pdf	84.84KB
Kone elevator - EV2516.pdf	5.16MB

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Modernization of the City Hall elevators, including the work by other portion in proposal dated 4/28/26	\$\$	306,642.00	\$1.00	\$306,642.00

Shipping (?) * **Total Charges**
 \$0.00 \$306,642.00

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	PW	001-0760-519.62-00	FM25EV	\$306,642.00

Total Payments
 \$306,642.00

Comments to Budget (?)

Budget Transfer is in process to fund Project FM25EV

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in Naviline.

Vendor Name *

KONE INC

Vendor Number *

5174

Vendor Name CST

Contact

Vendor Email

seaby.bess@kone.com

Remittance Address

PO BOX 22251, NEW YORK, NY 10087-2251

Phone

239-598-9310

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$326,642.00

City Inclusive (?) *

\$326,642.00

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

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.
 - a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
 - c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
 - d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
 - e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
 - f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
 - g) Contractor shall perform any and all work requested by City.
 - h) Conferences will be held at the request of City or Contractor.
 - i) 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. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor'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 agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. 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.
9. 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:
 - a) 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
 - b) 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.
 - c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - d) 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 list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
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. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:
 - a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
 - b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
 - c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
 - d) 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.
 - e) Special requests for services to be performed on overtime.
 - f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
 - g) Callouts – running on arrival where no technical issues are found (false alarms).

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 (Class "B" Coverage)

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 (Class "B" Coverage)

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 (Class "B" Coverage)

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 (Class "B" Coverage)

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 (Class "B" Coverage)

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:
 - a) 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.
 - b) 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. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
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.
 - a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
 - b) 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 KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:
 - a) 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)
 - b) Mean Time Between Callback data on a per property and per unit basis
 - c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
 - d) Local sales representative and superintendent contact information.
 - e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
 - f) Indicate if equipment has remote monitoring.
 - g) Data shall be able to be downloaded in to excel or pdf format,
 - h) 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.
 - o Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - o 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.
 - o 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
 - a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
 - b) 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:
 - i. Include this Contract Number.
 - ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
 - iii. Include proposed number of Calendar Days required to complete the ordered work.
 - c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

- d) 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.

2. Emergency Work

- a) 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.
- b) 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
- c) 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.

3. Not-To-Exceed Proposals

- a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

- a) The City reserves the right to verbally order that all work cease on a project at any time.
- b) The individuals authorized to issue verbal work stop orders are:
 - City's representative
 - City Risk Manager
 - The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. 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. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

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.
 - o 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:
 - o Service trucks and all related expenses.
 - o Normal expendables
 - o General Conditions including Insurance and Bonds
 - o Office expenses
 - o 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:
 - o Work/Task Order Number if applicable.
 - o Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
 - o Total hours worked by each trade and applicable hourly wage rate bid.
 - o Invoices will include breakout of material expenses and labor.
 - o Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
 - o 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 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.
2. 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.
3. 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 should be performed during normal business hours.
4. 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.

5. 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.

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. 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.

C. ESCALATOR AND POWERWALK

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

OBSOLESCENCE

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.

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, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. 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.

REQUEST FOR PROPOSAL NO. EV2516

CONTRACTOR COMPANY NAME: **KONE Inc.**

Exhibit 3 - NATIONAL PRICING

PREVENTATIVE MAINTENANCE

ALL RATES SHOWN ARE NOT TO EXCEED RATES

INSTRUCTIONS:

Contractor shall list all pricing components and the percentage of total cost for each element to include 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 specified in the Request for Proposal.

PRICING COMPONENT	PERCENTAGE OF TOTAL COST
Parts	15%
Labor	60%
Overhead and Profit	25%
<i>List all other pricing elements</i>	

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.

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).

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.
-

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

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.

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 use 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 user's 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.
-

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
-

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.
-

12. INTERVIEWS

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

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.
-

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.

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.
-

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).

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.

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.

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

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>

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.**

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>

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>

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.

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.

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.

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.

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.

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:

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- 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, 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

		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 contractor 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.



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 3 rd 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 <i>does not</i> 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**

**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

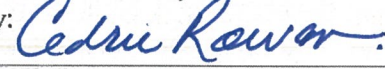
Date: Nov 19, 2018

By: 

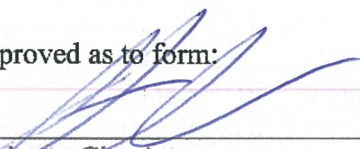
Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI

By: 

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/ge_118522_1678150.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 City'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 Majeure. 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.

REQUEST FOR PROPOSAL NO. EV2516
EXHIBIT 3 - NATIONAL PRICING
HOURLY RATES - 2024

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2024		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	\$ 257.31	\$ 437.43	\$ 514.63	\$ 233.68	\$ 397.26	\$ 467.37	\$ 280.36	\$ 476.60	\$ 560.71			
2	Chicago, IL	\$ 256.34	\$ 435.78	\$ 512.68	\$ 216.00	\$ 367.20	\$ 417.39	\$ 279.86	\$ 475.76	\$ 559.72			
3	St. Louis, MO & Evansville, IN	\$ 239.45	\$ 407.07	\$ 478.90	\$ 203.74	\$ 346.37	\$ 407.49	\$ 260.73	\$ 443.25	\$ 521.47			
4	Boston, MA & Portland, ME	\$ 269.47	\$ 458.09	\$ 538.93	\$ 227.31	\$ 386.43	\$ 454.62	\$ 294.52	\$ 500.69	\$ 589.05			
5	Philadelphia, PA	\$ 265.93	\$ 452.09	\$ 531.87	\$ 223.39	\$ 379.76	\$ 431.66	\$ 290.98	\$ 494.67	\$ 581.96			
6	Pittsburgh/Erie/Wheeling	\$ 237.59	\$ 403.91	\$ 475.18	\$ 201.80	\$ 343.05	\$ 389.94	\$ 258.56	\$ 439.55	\$ 517.11			
7	Baltimore, MD / Hagerstown, MD	\$ 223.66	\$ 380.23	\$ 447.33	\$ 190.23	\$ 323.39	\$ 367.60	\$ 243.41	\$ 413.80	\$ 486.82			
8	San Francisco, CA	\$ 316.23	\$ 537.59	\$ 632.46	\$ 264.44	\$ 449.54	\$ 528.87	\$ 347.13	\$ 590.12	\$ 694.26			
9	Minneapolis/Duluth, MN	\$ 228.66	\$ 388.72	\$ 457.31	\$ 194.58	\$ 330.79	\$ 376.01	\$ 248.58	\$ 422.58	\$ 497.15			
10	Washington, D C	\$ 223.23	\$ 379.48	\$ 446.45	\$ 189.54	\$ 322.22	\$ 366.26	\$ 242.76	\$ 412.70	\$ 485.53			
11	Cincinnati, OH	\$ 221.50	\$ 376.55	\$ 443.00	\$ 189.27	\$ 321.76	\$ 365.74	\$ 240.50	\$ 408.85	\$ 481.00			
12	Kansas City, MO & Wichita, KS	\$ 235.47	\$ 400.30	\$ 470.94	\$ 200.48	\$ 340.82	\$ 400.97	\$ 256.27	\$ 435.67	\$ 512.55			
14	Buffalo, NY	\$ 237.62	\$ 403.95	\$ 475.23	\$ 201.37	\$ 342.32	\$ 389.11	\$ 258.71	\$ 439.80	\$ 517.41			
15	Milwaukee/Green Bay, WI	\$ 244.04	\$ 414.87	\$ 488.08	\$ 207.32	\$ 352.44	\$ 414.64	\$ 265.91	\$ 452.05	\$ 531.82			
16	New Orleans, LA/Jackson, MS	\$ 204.58	\$ 347.78	\$ 409.15	\$ 175.13	\$ 297.72	\$ 338.42	\$ 221.84	\$ 377.12	\$ 443.67			
17	Cleveland, OH	\$ 237.62	\$ 403.95	\$ 475.23	\$ 201.93	\$ 343.28	\$ 390.20	\$ 258.68	\$ 439.76	\$ 517.36			
18	Los Angeles, CA/San Diego, CA	\$ 293.92	\$ 499.66	\$ 587.83	\$ 247.01	\$ 419.91	\$ 494.01	\$ 322.01	\$ 547.43	\$ 644.03			
19	Anchorage, Alaska	\$ 266.53	\$ 453.10	\$ 533.06	\$ 225.64	\$ 383.59	\$ 436.02	\$ 290.53	\$ 493.91	\$ 581.07			
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 240.90	\$ 409.54	\$ 481.81	\$ 204.49	\$ 347.63	\$ 395.14	\$ 262.51	\$ 446.26	\$ 525.01			
20	Louisville, KY, Nashville, TN , Knoxville, TN.	\$ 218.21	\$ 370.95	\$ 436.41	\$ 188.92	\$ 321.17	\$ 365.07	\$ 240.74	\$ 409.26	\$ 481.48			
21	Dallas/Ft. Worth, TX	\$ 205.35	\$ 349.10	\$ 410.71	\$ 176.19	\$ 299.52	\$ 340.46	\$ 222.57	\$ 378.37	\$ 445.14			
23	Portland, OR	\$ 260.64	\$ 443.09	\$ 521.28	\$ 220.42	\$ 374.71	\$ 440.84	\$ 284.58	\$ 483.78	\$ 569.15			
24	Birmingham, AL	\$ 206.96	\$ 351.83	\$ 413.92	\$ 177.32	\$ 301.44	\$ 342.65	\$ 224.41	\$ 381.49	\$ 448.81			
25	Denver, CO	\$ 220.16	\$ 374.27	\$ 440.32	\$ 187.64	\$ 318.99	\$ 362.59	\$ 239.34	\$ 406.87	\$ 478.68			
27	Rochester, NY	\$ 237.62	\$ 403.95	\$ 475.23	\$ 201.37	\$ 342.32	\$ 389.11	\$ 258.71	\$ 439.80	\$ 517.41			
28	Omaha, NE	\$ 221.17	\$ 376.00	\$ 442.35	\$ 189.19	\$ 321.62	\$ 378.38	\$ 240.19	\$ 408.32	\$ 480.38			
30	Memphis, TN	\$ 217.66	\$ 370.01	\$ 435.31	\$ 186.46	\$ 316.98	\$ 372.92	\$ 236.23	\$ 401.59	\$ 472.46			
31	Houston, TX	\$ 209.37	\$ 355.93	\$ 418.74	\$ 179.24	\$ 304.71	\$ 346.36	\$ 227.16	\$ 386.18	\$ 454.33			
32	Atlanta/Savannah, GA	\$ 221.54	\$ 376.62	\$ 443.09	\$ 189.59	\$ 322.31	\$ 379.19	\$ 240.59	\$ 409.01	\$ 481.19			
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 238.81	\$ 405.97	\$ 477.61	\$ 203.28	\$ 345.58	\$ 406.57	\$ 260.01	\$ 442.02	\$ 520.03			
35	Albany/Utica, NY (Albany = Local 62)	\$ 229.51	\$ 390.16	\$ 459.02	\$ 193.46	\$ 328.88	\$ 373.83	\$ 249.48	\$ 424.12	\$ 498.97			
36	Detroit, MI	\$ 244.82	\$ 416.20	\$ 489.65	\$ 207.07	\$ 352.02	\$ 400.14	\$ 267.22	\$ 454.27	\$ 534.43			
37	Columbus, OH	\$ 221.33	\$ 376.26	\$ 442.65	\$ 188.63	\$ 320.68	\$ 364.51	\$ 240.67	\$ 409.14	\$ 481.35			
38	Salt Lake City, UT	\$ 223.77	\$ 380.41	\$ 447.54	\$ 191.29	\$ 325.19	\$ 382.58	\$ 243.12	\$ 413.30	\$ 486.24			
39	Providence, RI	\$ 244.00	\$ 414.79	\$ 487.99	\$ 206.50	\$ 351.06	\$ 399.04	\$ 266.10	\$ 452.37	\$ 532.20			
41	Springfield/Worcester, MA	\$ 240.38	\$ 408.64	\$ 480.76	\$ 202.32	\$ 343.94	\$ 390.95	\$ 262.75	\$ 446.68	\$ 525.50			
44	Toledo, OH / South Bend, IN	\$ 240.52	\$ 408.89	\$ 481.04	\$ 204.48	\$ 347.62	\$ 408.96	\$ 261.95	\$ 445.31	\$ 523.90			
45	Akron/Youngstown, OH	\$ 223.37	\$ 379.73	\$ 446.74	\$ 190.03	\$ 323.05	\$ 367.20	\$ 243.09	\$ 413.25	\$ 486.18			
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 229.83	\$ 390.72	\$ 459.67	\$ 196.10	\$ 333.37	\$ 392.20	\$ 249.92	\$ 424.86	\$ 499.84			
48	Charleston/Huntington, WV	\$ 233.94	\$ 397.70	\$ 467.89	\$ 199.32	\$ 338.85	\$ 398.64	\$ 254.56	\$ 432.75	\$ 509.12			
49	Jacksonville, FL	\$ 204.04	\$ 346.87	\$ 408.08	\$ 197.03	\$ 334.95	\$ 380.74	\$ 221.30	\$ 376.21	\$ 442.60			
51	Richmond/Roanoke, VA	\$ 222.46	\$ 378.19	\$ 444.93	\$ 192.01	\$ 326.41	\$ 384.02	\$ 241.64	\$ 410.80	\$ 483.29			
52	Norfolk, VA	\$ 224.55	\$ 381.73	\$ 449.09	\$ 208.44	\$ 320.67	\$ 377.26	\$ 243.98	\$ 414.77	\$ 487.97			
55	Peoria, IL & Springfield, IL	\$ 239.45	\$ 407.07	\$ 478.90	\$ 186.91	\$ 317.75	\$ 373.83	\$ 260.73	\$ 443.25	\$ 521.47			
59	Harrisburg, PA	\$ 238.42	\$ 405.31	\$ 476.84	\$ 210.88	\$ 358.49	\$ 407.49	\$ 260.01	\$ 442.02	\$ 520.03			
62	Syracuse/Binghamton, NY	\$ 229.51	\$ 390.16	\$ 459.02	\$ 187.08	\$ 318.03	\$ 361.50	\$ 249.48	\$ 424.12	\$ 498.97			
63	Oklahoma City, OK	\$ 210.45	\$ 357.77	\$ 420.90	\$ 192.34	\$ 326.98	\$ 384.68	\$ 228.12	\$ 387.81	\$ 456.24			
71	Miami, FL	\$ 225.12	\$ 382.70	\$ 450.24	\$ 183.27	\$ 311.57	\$ 366.55	\$ 244.63	\$ 415.87	\$ 489.26			
74	Tampa, FL	\$ 213.62	\$ 363.15	\$ 427.24	\$ 170.87	\$ 290.48	\$ 341.74	\$ 231.70	\$ 393.88	\$ 463.39			
79	Little Rock, AR & Shreveport, LA	\$ 238.97	\$ 406.25	\$ 477.95	\$ 203.54	\$ 346.02	\$ 407.08	\$ 260.22	\$ 442.37	\$ 520.43			
80	Greensboro/Raleigh-Durham, NC	\$ 206.47	\$ 351.01	\$ 412.95	\$ 172.32	\$ 292.94	\$ 332.99	\$ 223.94	\$ 380.69	\$ 447.88			
81	San Antonio, TX	\$ 229.41	\$ 390.00	\$ 458.82	\$ 188.63	\$ 320.67	\$ 377.26	\$ 249.46	\$ 424.08	\$ 498.91			
83	Tulsa, OK	\$ 199.92	\$ 339.87	\$ 399.85	\$ 208.44	\$ 354.35	\$ 402.78	\$ 216.21	\$ 367.55	\$ 432.42			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 238.42	\$ 405.31	\$ 476.84	\$ 202.77	\$ 344.71	\$ 391.83	\$ 260.01	\$ 442.02	\$ 520.03			
85	Lansing, Grand Rapids MI.	\$ 245.94	\$ 418.10	\$ 491.89	\$ 178.75	\$ 303.87	\$ 345.41	\$ 268.12	\$ 455.81	\$ 536.25			
91	New Haven, CT	\$ 277.26	\$ 471.34	\$ 554.52	\$ 233.74	\$ 397.36	\$ 467.48	\$ 303.28	\$ 515.57	\$ 606.55			
93	Chattanooga, TN	\$ 208.67	\$ 354.73	\$ 417.33	\$ 179.91	\$ 305.85	\$ 347.66	\$ 226.31	\$ 384.73	\$ 452.63			
93	Nashville, Knoxville, TN (now Local 20)												
124	Mobile, AL	\$ 209.91	\$ 356.84	\$ 419.82	\$ 179.91	\$ 305.85	\$ 359.82	\$ 227.54	\$ 386.81	\$ 455.07			
126	Honolulu, HI	\$ 267.13	\$ 454.12	\$ 534.25	\$ 225.45	\$ 383.26	\$ 450.90	\$ 291.89	\$ 496.21	\$ 583.78			
131	Albuquerque, NM/El Paso, TX	\$ 228.23	\$ 387.99	\$ 456.46	\$ 194.92	\$ 331.36	\$ 389.84	\$ 248.13	\$ 421.82	\$ 496.26			
132	Madison, WI & Rockford, IL	\$ 253.31	\$ 430.62	\$ 506.62	\$ 214.63	\$ 364.88	\$ 429.27	\$ 276.34	\$ 469.78	\$ 552.68			
133	Austin, TX	\$ 204.50	\$ 347.65	\$ 409.00	\$ 175.53	\$ 298.40	\$ 339.18	\$ 221.60	\$ 376.72	\$ 443.20			
135	Charlotte, NC/Columbia, SC	\$ 207.47	\$ 352.70	\$ 414.95	\$ 177.54	\$ 301.82	\$ 343.08	\$ 225.02	\$ 382.54	\$ 450.05			
138	Poughkeepsie, NY	\$ 267.81	\$ 455.27	\$ 535.62	\$ 223.90	\$ 380.62	\$ 432.65	\$ 293.60	\$ 499.12	\$ 587.20			
139	Orlando, FL	\$ 210.64	\$ 358.09	\$ 421.28	\$ 180.44	\$ 306.75	\$ 348.68	\$ 228.43	\$ 388.33	\$ 456.86			
140	Phoenix - Tucson, AZ	\$ 225.84	\$ 383.92	\$ 451.67	\$ 192.97	\$ 328.04	\$ 385.93	\$ 245.44	\$ 417.25	\$ 490.88			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 234.59	\$ 398.80	\$ 469.18	\$ 199.80	\$ 339.66	\$ 399.60	\$ 255.28	\$ 433.97	\$ 510.56			

**REQUEST FOR PROPOASL NO. EV2516
EXHIBIT 3 - NATIONAL PRICING
HOURLY RATES - 2025**

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2025		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
1	New York, NY, Newark, NJ	\$ 266.32	\$ 452.74	\$ 532.64	\$ 241.86	\$ 411.17	\$ 483.73	\$ 290.17	\$ 493.29	\$ 580.34			
2	Chicago, IL	\$ 265.31	\$ 451.03	\$ 530.62	\$ 223.56	\$ 380.05	\$ 432.00	\$ 289.65	\$ 492.41	\$ 579.31			
3	St. Louis, MO & Evansville, IN	\$ 247.83	\$ 421.32	\$ 495.67	\$ 210.88	\$ 358.49	\$ 421.75	\$ 269.86	\$ 458.76	\$ 539.72			
4	Boston, MA & Portland, ME	\$ 278.90	\$ 474.13	\$ 557.80	\$ 235.27	\$ 399.95	\$ 470.53	\$ 304.83	\$ 518.22	\$ 609.67			
5	Philadelphia, PA	\$ 275.24	\$ 467.91	\$ 550.48	\$ 231.21	\$ 393.05	\$ 446.77	\$ 301.17	\$ 511.98	\$ 602.33			
6	Pittsburgh/Erie/Wheeling	\$ 245.91	\$ 418.04	\$ 491.82	\$ 208.86	\$ 355.06	\$ 403.59	\$ 267.61	\$ 454.93	\$ 535.21			
7	Baltimore, MD / Hagerstown, MD	\$ 231.49	\$ 393.54	\$ 462.99	\$ 196.89	\$ 334.71	\$ 380.46	\$ 251.93	\$ 428.28	\$ 503.86			
8	San Francisco, CA	\$ 327.30	\$ 556.41	\$ 654.60	\$ 273.69	\$ 465.28	\$ 547.38	\$ 359.28	\$ 610.77	\$ 718.56			
9	Minneapolis/Duluth, MN	\$ 236.66	\$ 402.32	\$ 473.32	\$ 201.39	\$ 342.37	\$ 389.17	\$ 257.28	\$ 437.37	\$ 514.55			
10	Washington, D C	\$ 231.04	\$ 392.77	\$ 462.08	\$ 196.17	\$ 333.49	\$ 379.08	\$ 251.26	\$ 427.14	\$ 502.52			
11	Cincinnati, OH	\$ 229.25	\$ 389.73	\$ 458.50	\$ 195.90	\$ 333.02	\$ 378.54	\$ 248.92	\$ 423.16	\$ 497.83			
12	Kansas City, MO & Wichita, KS	\$ 243.71	\$ 414.31	\$ 487.43	\$ 207.50	\$ 352.75	\$ 415.00	\$ 265.24	\$ 450.91	\$ 530.49			
14	Buffalo, NY	\$ 245.93	\$ 418.09	\$ 491.87	\$ 208.41	\$ 354.30	\$ 402.73	\$ 267.76	\$ 455.19	\$ 535.52			
15	Milwaukee/Green Bay, WI	\$ 252.58	\$ 429.39	\$ 505.16	\$ 214.58	\$ 364.78	\$ 429.15	\$ 275.22	\$ 467.87	\$ 550.43			
16	New Orleans, LA/Jackson, MS	\$ 211.74	\$ 359.95	\$ 423.47	\$ 181.26	\$ 308.14	\$ 350.26	\$ 229.60	\$ 390.32	\$ 459.20			
17	Cleveland, OH	\$ 245.93	\$ 418.09	\$ 491.87	\$ 209.00	\$ 355.29	\$ 403.86	\$ 267.73	\$ 455.15	\$ 535.47			
18	Los Angeles, CA/San Diego, CA	\$ 304.20	\$ 517.15	\$ 608.41	\$ 255.65	\$ 434.61	\$ 511.30	\$ 333.29	\$ 566.59	\$ 666.57			
19	Anchorage, Alaska	\$ 275.86	\$ 468.96	\$ 551.72	\$ 233.54	\$ 397.01	\$ 451.28	\$ 300.70	\$ 511.20	\$ 601.41			
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 249.33	\$ 423.87	\$ 498.67	\$ 211.64	\$ 359.80	\$ 408.97	\$ 271.69	\$ 461.88	\$ 543.39			
20	Louisville, KY, Nashville, TN , Knoxville, TN.	\$ 225.84	\$ 383.93	\$ 451.69	\$ 195.53	\$ 332.41	\$ 377.84	\$ 249.17	\$ 423.58	\$ 498.33			
21	Dallas/Ft. Worth, TX	\$ 212.54	\$ 361.32	\$ 425.08	\$ 182.35	\$ 310.00	\$ 352.38	\$ 230.36	\$ 391.61	\$ 460.72			
23	Portland, OR	\$ 269.76	\$ 458.60	\$ 539.53	\$ 228.13	\$ 387.83	\$ 456.27	\$ 294.54	\$ 500.71	\$ 589.07			
24	Birmingham, AL	\$ 214.21	\$ 364.15	\$ 428.41	\$ 183.53	\$ 311.99	\$ 354.64	\$ 232.26	\$ 394.84	\$ 464.52			
25	Denver, CO	\$ 227.86	\$ 387.37	\$ 455.73	\$ 194.21	\$ 330.16	\$ 375.28	\$ 247.71	\$ 421.11	\$ 495.43			
27	Rochester, NY	\$ 245.93	\$ 418.09	\$ 491.87	\$ 208.41	\$ 354.30	\$ 402.73	\$ 267.76	\$ 455.19	\$ 535.52			
28	Omaha, NE	\$ 228.92	\$ 389.16	\$ 457.83	\$ 195.81	\$ 332.88	\$ 391.62	\$ 248.60	\$ 422.61	\$ 497.19			
30	Memphis, TN	\$ 225.27	\$ 382.96	\$ 450.55	\$ 192.99	\$ 328.08	\$ 385.98	\$ 244.50	\$ 415.64	\$ 488.99			
31	Houston, TX	\$ 216.70	\$ 368.39	\$ 433.40	\$ 185.52	\$ 315.38	\$ 358.48	\$ 235.11	\$ 399.69	\$ 470.23			
32	Atlanta/Savannah, GA	\$ 229.30	\$ 389.80	\$ 458.59	\$ 196.23	\$ 333.59	\$ 392.46	\$ 249.02	\$ 423.33	\$ 498.03			
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 247.17	\$ 420.18	\$ 494.33	\$ 210.40	\$ 357.68	\$ 420.80	\$ 269.12	\$ 457.50	\$ 538.23			
35	Albany/Utica, NY (Albany = Local 62)	\$ 237.54	\$ 403.82	\$ 475.08	\$ 200.23	\$ 340.39	\$ 386.91	\$ 258.22	\$ 438.97	\$ 516.43			
36	Detroit, MI	\$ 253.39	\$ 430.77	\$ 506.78	\$ 214.32	\$ 364.34	\$ 414.15	\$ 276.57	\$ 470.17	\$ 553.14			
37	Columbus, OH	\$ 229.07	\$ 389.43	\$ 458.15	\$ 195.24	\$ 331.90	\$ 377.27	\$ 249.10	\$ 423.46	\$ 498.19			
38	Salt Lake City, UT	\$ 231.60	\$ 393.73	\$ 463.21	\$ 197.98	\$ 336.57	\$ 395.97	\$ 251.63	\$ 427.77	\$ 503.26			
39	Providence, RI	\$ 252.54	\$ 429.31	\$ 505.07	\$ 213.73	\$ 363.34	\$ 413.01	\$ 275.41	\$ 468.20	\$ 550.83			
41	Springfield/Worcester, MA	\$ 248.79	\$ 422.95	\$ 497.58	\$ 209.40	\$ 355.97	\$ 404.63	\$ 271.95	\$ 462.31	\$ 543.90			
44	Toledo, OH / South Bend, IN	\$ 248.94	\$ 423.20	\$ 497.88	\$ 211.64	\$ 359.79	\$ 423.28	\$ 271.12	\$ 460.90	\$ 542.23			
45	Akron/Youngstown, OH	\$ 231.19	\$ 393.02	\$ 462.38	\$ 196.68	\$ 334.35	\$ 380.05	\$ 251.60	\$ 427.71	\$ 503.19			
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 237.88	\$ 404.39	\$ 475.76	\$ 202.96	\$ 345.03	\$ 405.92	\$ 258.66	\$ 439.73	\$ 517.33			
48	Charleston/Huntington, WV	\$ 242.13	\$ 411.62	\$ 484.26	\$ 206.30	\$ 350.71	\$ 412.60	\$ 263.47	\$ 447.90	\$ 526.94			
49	Jacksonville, FL	\$ 211.18	\$ 359.01	\$ 422.36	\$ 203.93	\$ 346.68	\$ 394.06	\$ 229.04	\$ 389.37	\$ 458.09			
51	Richmond/Roanoke, VA	\$ 230.25	\$ 391.43	\$ 460.50	\$ 198.73	\$ 337.84	\$ 397.46	\$ 250.10	\$ 425.17	\$ 500.20			
52	Norfolk, VA	\$ 232.41	\$ 395.09	\$ 464.81	\$ 195.23	\$ 331.89	\$ 390.46	\$ 252.52	\$ 429.29	\$ 505.05			
55	Peoria, IL & Springfield, IL	\$ 247.83	\$ 421.32	\$ 495.67	\$ 193.46	\$ 328.88	\$ 386.91	\$ 269.86	\$ 458.76	\$ 539.72			
59	Harrisburg, PA	\$ 246.76	\$ 419.50	\$ 493.53	\$ 218.26	\$ 371.04	\$ 421.75	\$ 269.12	\$ 457.50	\$ 538.23			
62	Syracuse/Binghamton, NY	\$ 237.54	\$ 403.82	\$ 475.08	\$ 193.62	\$ 329.16	\$ 374.15	\$ 258.22	\$ 438.97	\$ 516.43			
63	Oklahoma City, OK	\$ 217.82	\$ 370.29	\$ 435.63	\$ 199.07	\$ 338.42	\$ 398.14	\$ 236.11	\$ 401.38	\$ 472.21			
71	Miami, FL	\$ 233.00	\$ 396.09	\$ 465.99	\$ 189.69	\$ 322.47	\$ 379.38	\$ 253.19	\$ 430.43	\$ 506.38			
74	Tampa, FL	\$ 221.10	\$ 375.86	\$ 442.19	\$ 176.85	\$ 300.65	\$ 353.70	\$ 239.80	\$ 407.67	\$ 479.61			
79	Little Rock, AR & Shreveport, LA	\$ 247.34	\$ 420.47	\$ 494.67	\$ 210.67	\$ 358.13	\$ 421.33	\$ 269.32	\$ 457.85	\$ 538.65			
80	Greensboro/Raleigh-Durham, NC	\$ 213.70	\$ 363.29	\$ 427.40	\$ 178.35	\$ 303.20	\$ 344.64	\$ 231.78	\$ 394.02	\$ 463.55			
81	San Antonio, TX	\$ 237.44	\$ 403.65	\$ 474.88	\$ 195.23	\$ 331.89	\$ 390.46	\$ 258.19	\$ 438.92	\$ 516.38			
83	Tulsa, OK	\$ 206.92	\$ 351.77	\$ 413.84	\$ 215.73	\$ 366.75	\$ 416.88	\$ 223.78	\$ 380.42	\$ 447.55			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 246.76	\$ 419.50	\$ 493.53	\$ 209.87	\$ 356.78	\$ 405.54	\$ 269.12	\$ 457.50	\$ 538.23			
85	Lansing, Grand Rapids MI.	\$ 254.55	\$ 432.74	\$ 509.10	\$ 185.00	\$ 314.51	\$ 357.50	\$ 277.51	\$ 471.76	\$ 555.01			
91	New Haven, CT	\$ 286.96	\$ 487.84	\$ 573.93	\$ 241.92	\$ 411.27	\$ 483.84	\$ 313.89	\$ 533.62	\$ 627.78			
93	Chattanooga, TN	\$ 215.97	\$ 367.15	\$ 431.94	\$ 186.21	\$ 316.56	\$ 359.82	\$ 234.23	\$ 398.20	\$ 468.47			
93	Nashville, Knoxville, TN (now Local 20)												
124	Mobile, AL	\$ 217.25	\$ 369.33	\$ 434.51	\$ 186.21	\$ 316.56	\$ 372.42	\$ 235.50	\$ 400.35	\$ 471.00			
126	Honolulu, HI	\$ 276.48	\$ 470.01	\$ 552.95	\$ 233.34	\$ 396.68	\$ 466.68	\$ 302.11	\$ 513.58	\$ 604.21			
131	Albuquerque, NM/El Paso, TX	\$ 236.22	\$ 401.57	\$ 472.44	\$ 201.74	\$ 342.96	\$ 403.48	\$ 256.81	\$ 436.59	\$ 513.63			
132	Madison, WI & Rockford, IL	\$ 262.17	\$ 445.70	\$ 524.35	\$ 222.15	\$ 377.65	\$ 444.29	\$ 286.01	\$ 486.22	\$ 572.02			
133	Austin, TX	\$ 211.66	\$ 359.82	\$ 423.32	\$ 181.67	\$ 308.84	\$ 351.06	\$ 229.36	\$ 389.91	\$ 458.71			
135	Charlotte, NC/Columbia, SC	\$ 214.73	\$ 365.05	\$ 429.47	\$ 183.76	\$ 312.39	\$ 355.08	\$ 232.90	\$ 395.93	\$ 465.80			
138	Poughkeepsie, NY	\$ 277.18	\$ 471.21	\$ 554.36	\$ 231.73	\$ 393.94	\$ 447.79	\$ 303.87	\$ 516.59	\$ 607.75			
139	Orlando, FL	\$ 218.01	\$ 370.62	\$ 436.02	\$ 186.76	\$ 317.49	\$ 360.88	\$ 236.43	\$ 401.93	\$ 472.85			
140	Phoenix - Tucson, AZ	\$ 233.74	\$ 397.36	\$ 467.48	\$ 199.72	\$ 339.52	\$ 399.44	\$ 254.03	\$ 431.85	\$ 508.06			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 242.80	\$ 412.76	\$ 485.60	\$ 206.79	\$ 351.55	\$ 413.59	\$ 264.21	\$ 449.16	\$ 528.43			

**REQUEST FOR PROPOASL NO. EV2516
EXHIBIT 3 - NATIONAL PRICING
HOURLY RATES - 2026**

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2026		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	\$ 275.64	\$ 468.59	\$ 551.28	\$ 250.33	\$ 425.56	\$ 500.66	\$ 300.32	\$ 510.55	\$ 600.65			
2	Chicago, IL	\$ 274.60	\$ 466.82	\$ 549.20	\$ 231.38	\$ 393.35	\$ 447.12	\$ 299.79	\$ 509.64	\$ 599.58			
3	St. Louis, MO & Evansville, IN	\$ 256.51	\$ 436.06	\$ 513.01	\$ 218.26	\$ 371.04	\$ 436.51	\$ 279.30	\$ 474.82	\$ 558.61			
4	Boston, MA & Portland, ME	\$ 288.66	\$ 490.72	\$ 577.32	\$ 243.50	\$ 413.95	\$ 487.00	\$ 315.50	\$ 536.35	\$ 631.00			
5	Philadelphia, PA	\$ 284.87	\$ 484.29	\$ 569.75	\$ 239.30	\$ 406.81	\$ 462.41	\$ 311.71	\$ 529.90	\$ 623.41			
6	Pittsburgh/Erie/Wheeling	\$ 254.51	\$ 432.67	\$ 509.03	\$ 216.17	\$ 367.49	\$ 417.72	\$ 276.97	\$ 470.85	\$ 553.95			
7	Baltimore, MD / Hagerstown, MD	\$ 239.60	\$ 407.31	\$ 479.19	\$ 203.78	\$ 346.43	\$ 393.78	\$ 260.75	\$ 443.27	\$ 521.49			
8	San Francisco, CA	\$ 338.75	\$ 575.88	\$ 677.51	\$ 283.27	\$ 481.56	\$ 566.54	\$ 371.85	\$ 632.15	\$ 743.71			
9	Minneapolis/Duluth, MN	\$ 244.94	\$ 416.40	\$ 489.88	\$ 208.44	\$ 354.35	\$ 402.79	\$ 266.28	\$ 452.68	\$ 532.56			
10	Washington, D C	\$ 239.13	\$ 406.51	\$ 478.25	\$ 203.04	\$ 345.17	\$ 392.35	\$ 260.05	\$ 442.09	\$ 520.11			
11	Cincinnati, OH	\$ 237.27	\$ 403.37	\$ 474.55	\$ 202.75	\$ 344.68	\$ 391.79	\$ 257.63	\$ 437.97	\$ 515.26			
12	Kansas City, MO & Wichita, KS	\$ 252.24	\$ 428.81	\$ 504.49	\$ 214.76	\$ 365.10	\$ 429.53	\$ 274.53	\$ 466.70	\$ 549.05			
14	Buffalo, NY	\$ 254.54	\$ 432.72	\$ 509.08	\$ 215.71	\$ 366.70	\$ 416.83	\$ 277.13	\$ 471.12	\$ 554.26			
15	Milwaukee/Green Bay, WI	\$ 261.42	\$ 444.42	\$ 522.84	\$ 222.09	\$ 377.54	\$ 444.17	\$ 284.85	\$ 484.25	\$ 569.70			
16	New Orleans, LA/Jackson, MS	\$ 219.15	\$ 372.55	\$ 438.29	\$ 187.61	\$ 318.93	\$ 362.52	\$ 237.64	\$ 403.98	\$ 475.27			
17	Cleveland, OH	\$ 254.54	\$ 432.72	\$ 509.08	\$ 216.31	\$ 367.73	\$ 417.99	\$ 277.10	\$ 471.08	\$ 554.21			
18	Los Angeles, CA/San Diego, CA	\$ 314.85	\$ 535.25	\$ 629.70	\$ 264.60	\$ 449.82	\$ 529.20	\$ 344.95	\$ 586.42	\$ 689.90			
19	Anchorage, Alaska	\$ 285.51	\$ 485.37	\$ 571.03	\$ 241.71	\$ 410.91	\$ 467.07	\$ 311.23	\$ 529.09	\$ 622.46			
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 258.06	\$ 438.70	\$ 516.12	\$ 219.05	\$ 372.39	\$ 423.29	\$ 281.20	\$ 478.04	\$ 562.40			
20	Louisville, KY, Nashville, TN , Knoxville, TN.	\$ 233.75	\$ 397.37	\$ 467.50	\$ 202.38	\$ 344.04	\$ 391.07	\$ 257.89	\$ 438.41	\$ 515.77			
21	Dallas/Ft. Worth, TX	\$ 219.98	\$ 373.97	\$ 439.96	\$ 188.74	\$ 320.85	\$ 364.71	\$ 238.42	\$ 405.32	\$ 476.85			
23	Portland, OR	\$ 279.21	\$ 474.65	\$ 558.41	\$ 236.12	\$ 401.40	\$ 472.24	\$ 304.84	\$ 518.23	\$ 609.69			
24	Birmingham, AL	\$ 221.70	\$ 376.89	\$ 443.40	\$ 189.95	\$ 322.91	\$ 367.05	\$ 240.39	\$ 408.66	\$ 480.78			
25	Denver, CO	\$ 235.84	\$ 400.93	\$ 471.68	\$ 201.01	\$ 341.71	\$ 388.42	\$ 256.38	\$ 435.85	\$ 512.77			
27	Rochester, NY	\$ 254.54	\$ 432.72	\$ 509.08	\$ 215.71	\$ 366.70	\$ 416.83	\$ 277.13	\$ 471.12	\$ 554.26			
28	Omaha, NE	\$ 236.93	\$ 402.78	\$ 473.86	\$ 202.66	\$ 344.53	\$ 405.33	\$ 257.30	\$ 437.40	\$ 514.59			
30	Memphis, TN	\$ 233.16	\$ 396.37	\$ 466.32	\$ 199.74	\$ 339.56	\$ 399.48	\$ 253.05	\$ 430.19	\$ 506.11			
31	Houston, TX	\$ 224.28	\$ 381.28	\$ 448.57	\$ 192.01	\$ 326.41	\$ 371.03	\$ 243.34	\$ 413.68	\$ 486.69			
32	Atlanta/Savannah, GA	\$ 237.32	\$ 403.45	\$ 474.64	\$ 203.10	\$ 345.27	\$ 406.20	\$ 257.73	\$ 438.14	\$ 515.46			
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 255.82	\$ 434.89	\$ 511.63	\$ 217.76	\$ 370.20	\$ 435.53	\$ 278.53	\$ 473.51	\$ 557.07			
35	Albany/Utica, NY (Albany = Local 62)	\$ 245.86	\$ 417.95	\$ 491.71	\$ 207.24	\$ 352.30	\$ 400.46	\$ 267.25	\$ 454.33	\$ 534.51			
36	Detroit, MI	\$ 262.26	\$ 445.84	\$ 524.52	\$ 221.82	\$ 377.10	\$ 428.64	\$ 286.25	\$ 486.62	\$ 572.50			
37	Columbus, OH	\$ 237.09	\$ 403.06	\$ 474.18	\$ 202.07	\$ 343.52	\$ 390.47	\$ 257.81	\$ 438.29	\$ 515.63			
38	Salt Lake City, UT	\$ 239.71	\$ 407.51	\$ 479.42	\$ 204.91	\$ 348.35	\$ 409.83	\$ 260.43	\$ 442.74	\$ 520.87			
39	Providence, RI	\$ 261.37	\$ 444.34	\$ 522.75	\$ 221.21	\$ 376.06	\$ 427.46	\$ 285.05	\$ 484.59	\$ 570.10			
41	Springfield/Worcester, MA	\$ 257.50	\$ 437.75	\$ 515.00	\$ 216.73	\$ 368.43	\$ 418.79	\$ 281.47	\$ 478.49	\$ 562.93			
44	Toledo, OH / South Bend, IN	\$ 257.65	\$ 438.01	\$ 515.30	\$ 219.05	\$ 372.38	\$ 438.09	\$ 280.61	\$ 477.03	\$ 561.21			
45	Akron/Youngstown, OH	\$ 239.28	\$ 406.78	\$ 478.56	\$ 203.56	\$ 346.05	\$ 393.35	\$ 260.40	\$ 442.68	\$ 520.80			
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 246.20	\$ 418.55	\$ 492.41	\$ 210.07	\$ 357.11	\$ 420.13	\$ 267.72	\$ 455.12	\$ 535.44			
48	Charleston/Huntington, WV	\$ 250.61	\$ 426.03	\$ 501.21	\$ 213.52	\$ 362.98	\$ 427.04	\$ 272.69	\$ 463.58	\$ 545.38			
49	Jacksonville, FL	\$ 218.57	\$ 371.57	\$ 437.15	\$ 211.06	\$ 358.81	\$ 407.85	\$ 237.06	\$ 403.00	\$ 474.12			
51	Richmond/Roanoke, VA	\$ 238.31	\$ 405.13	\$ 476.62	\$ 205.68	\$ 349.66	\$ 411.37	\$ 258.86	\$ 440.06	\$ 517.71			
52	Norfolk, VA	\$ 240.54	\$ 408.92	\$ 481.08	\$ 202.06	\$ 343.51	\$ 404.13	\$ 261.36	\$ 444.32	\$ 522.73			
55	Peoria, IL & Springfield, IL	\$ 256.51	\$ 436.06	\$ 513.01	\$ 200.23	\$ 340.39	\$ 400.46	\$ 279.30	\$ 474.82	\$ 558.61			
59	Harrisburg, PA	\$ 255.40	\$ 434.18	\$ 510.80	\$ 225.90	\$ 384.02	\$ 436.51	\$ 278.53	\$ 473.51	\$ 557.07			
62	Syracuse/Binghamton, NY	\$ 245.86	\$ 417.95	\$ 491.71	\$ 200.40	\$ 340.68	\$ 387.25	\$ 267.25	\$ 454.33	\$ 534.51			
63	Oklahoma City, OK	\$ 225.44	\$ 383.25	\$ 450.88	\$ 206.04	\$ 350.27	\$ 412.08	\$ 244.37	\$ 415.43	\$ 488.74			
71	Miami, FL	\$ 241.15	\$ 409.96	\$ 482.30	\$ 196.33	\$ 333.76	\$ 392.66	\$ 262.05	\$ 445.49	\$ 524.11			
74	Tampa, FL	\$ 228.84	\$ 389.02	\$ 457.67	\$ 183.04	\$ 311.17	\$ 366.08	\$ 248.20	\$ 421.94	\$ 496.40			
79	Little Rock, AR & Shreveport, LA	\$ 255.99	\$ 435.19	\$ 511.99	\$ 218.04	\$ 370.67	\$ 436.08	\$ 278.75	\$ 473.88	\$ 557.50			
80	Greensboro/Raleigh-Durham, NC	\$ 221.18	\$ 376.01	\$ 442.36	\$ 184.59	\$ 313.81	\$ 356.70	\$ 239.89	\$ 407.81	\$ 479.77			
81	San Antonio, TX	\$ 245.75	\$ 417.78	\$ 491.50	\$ 202.06	\$ 343.51	\$ 404.13	\$ 267.22	\$ 454.28	\$ 534.45			
83	Tulsa, OK	\$ 214.16	\$ 364.08	\$ 428.33	\$ 223.29	\$ 379.58	\$ 431.47	\$ 231.61	\$ 393.73	\$ 463.22			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 255.40	\$ 434.18	\$ 510.80	\$ 217.21	\$ 369.26	\$ 419.74	\$ 278.53	\$ 473.51	\$ 557.07			
85	Lansing, Grand Rapids MI.	\$ 263.46	\$ 447.88	\$ 526.92	\$ 191.48	\$ 325.52	\$ 370.01	\$ 287.22	\$ 488.27	\$ 574.44			
91	New Haven, CT	\$ 297.01	\$ 504.91	\$ 594.02	\$ 250.39	\$ 425.66	\$ 500.78	\$ 324.88	\$ 552.29	\$ 649.76			
93	Chattanooga, TN	\$ 223.53	\$ 380.00	\$ 447.06	\$ 192.73	\$ 327.63	\$ 372.42	\$ 242.43	\$ 412.13	\$ 484.86			
93	Nashville, Knoxville, TN (now Local 20)												
124	Mobile, AL	\$ 224.86	\$ 382.26	\$ 449.72	\$ 192.73	\$ 327.63	\$ 385.45	\$ 243.74	\$ 414.36	\$ 487.48			
126	Honolulu, HI	\$ 286.15	\$ 486.46	\$ 572.31	\$ 241.51	\$ 410.56	\$ 483.01	\$ 312.68	\$ 531.56	\$ 625.36			
131	Albuquerque, NM/El Paso, TX	\$ 244.49	\$ 415.63	\$ 488.97	\$ 208.80	\$ 354.96	\$ 417.60	\$ 265.80	\$ 451.87	\$ 531.61			
132	Madison, WI & Rockford, IL	\$ 271.35	\$ 461.29	\$ 542.70	\$ 229.92	\$ 390.87	\$ 459.84	\$ 296.02	\$ 503.24	\$ 592.04			
133	Austin, TX	\$ 219.07	\$ 372.42	\$ 438.14	\$ 188.03	\$ 319.65	\$ 363.34	\$ 237.38	\$ 403.55	\$ 474.77			
135	Charlotte, NC/Columbia, SC	\$ 222.25	\$ 377.83	\$ 444.50	\$ 190.19	\$ 323.32	\$ 367.51	\$ 241.05	\$ 409.78	\$ 482.10			
138	Poughkeepsie, NY	\$ 286.88	\$ 487.70	\$ 573.77	\$ 239.84	\$ 407.73	\$ 463.46	\$ 314.51	\$ 534.67	\$ 629.02			
139	Orlando, FL	\$ 225.64	\$ 383.59	\$ 451.28	\$ 193.29	\$ 328.60	\$ 373.51	\$ 244.70	\$ 415.99	\$ 489.40			
140	Phoenix - Tucson, AZ	\$ 241.92	\$ 411.27	\$ 483.84	\$ 206.71	\$ 351.41	\$ 413.42	\$ 262.92	\$ 446.97	\$ 525.84			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 251.30	\$ 427.20	\$ 502.59	\$ 214.03	\$ 363.85	\$ 428.06	\$ 273.46	\$ 464.88	\$ 546.92			

REQUEST FOR PROPOSAL NO. EV2516
EXHIBIT 3 - NATIONAL PRICING
HOURLY RATES - 2027

CONTRACTOR COMPANY NAME: KONE Inc.

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

POSITION												List other positions that my be used and the hourly rates. Add additional columns as necessary.		
2027		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			NORMAL HOURS			
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS		NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	\$ 285.29	\$ 484.99	\$ 570.58	\$ 259.09	\$ 440.45	\$ 518.18	\$ 310.83	\$ 528.42	\$ 621.67				
2	Chicago, IL	\$ 284.21	\$ 483.16	\$ 568.42	\$ 239.48	\$ 407.12	\$ 462.77	\$ 310.28	\$ 527.48	\$ 620.57				
3	St. Louis, MO & Evansville, IN	\$ 265.48	\$ 451.32	\$ 530.97	\$ 225.90	\$ 384.02	\$ 451.79	\$ 289.08	\$ 491.44	\$ 578.16				
4	Boston, MA & Portland, ME	\$ 298.76	\$ 507.90	\$ 597.52	\$ 252.02	\$ 428.44	\$ 504.05	\$ 326.54	\$ 555.13	\$ 653.09				
5	Philadelphia, PA	\$ 294.85	\$ 501.24	\$ 589.69	\$ 247.67	\$ 421.04	\$ 478.59	\$ 322.62	\$ 548.45	\$ 645.23				
6	Pittsburgh/Erie/Wheeling	\$ 263.42	\$ 447.82	\$ 526.84	\$ 223.73	\$ 380.35	\$ 432.34	\$ 286.67	\$ 487.33	\$ 573.33				
7	Baltimore, MD / Hagerstown, MD	\$ 247.98	\$ 421.57	\$ 495.96	\$ 210.91	\$ 358.55	\$ 407.56	\$ 269.87	\$ 458.78	\$ 539.75				
8	San Francisco, CA	\$ 350.61	\$ 596.04	\$ 701.22	\$ 293.19	\$ 498.42	\$ 586.37	\$ 384.87	\$ 654.27	\$ 769.73				
9	Minneapolis/Duluth, MN	\$ 253.52	\$ 430.98	\$ 507.03	\$ 215.74	\$ 366.76	\$ 416.89	\$ 275.60	\$ 468.52	\$ 551.20				
10	Washington, D C	\$ 247.50	\$ 420.74	\$ 494.99	\$ 210.14	\$ 357.25	\$ 406.08	\$ 269.16	\$ 457.56	\$ 538.31				
11	Cincinnati, OH	\$ 245.58	\$ 417.48	\$ 491.16	\$ 209.85	\$ 356.74	\$ 405.50	\$ 266.65	\$ 453.30	\$ 533.29				
12	Kansas City, MO & Wichita, KS	\$ 261.07	\$ 443.82	\$ 522.14	\$ 222.28	\$ 377.87	\$ 444.56	\$ 284.14	\$ 483.03	\$ 568.27				
14	Buffalo, NY	\$ 263.45	\$ 447.86	\$ 526.90	\$ 223.26	\$ 379.54	\$ 431.42	\$ 286.83	\$ 487.61	\$ 573.66				
15	Milwaukee/Green Bay, WI	\$ 270.57	\$ 459.97	\$ 541.14	\$ 229.86	\$ 390.76	\$ 459.72	\$ 294.82	\$ 501.19	\$ 589.64				
16	New Orleans, LA/Jackson, MS	\$ 226.82	\$ 385.59	\$ 453.63	\$ 194.17	\$ 330.09	\$ 375.21	\$ 245.95	\$ 418.12	\$ 491.91				
17	Cleveland, OH	\$ 263.45	\$ 447.86	\$ 526.90	\$ 223.88	\$ 380.60	\$ 432.62	\$ 286.80	\$ 487.57	\$ 573.61				
18	Los Angeles, CA/San Diego, CA	\$ 325.87	\$ 553.98	\$ 651.74	\$ 273.86	\$ 465.56	\$ 547.72	\$ 357.02	\$ 606.94	\$ 714.05				
19	Anchorage, Alaska	\$ 295.51	\$ 502.36	\$ 591.01	\$ 250.17	\$ 425.29	\$ 483.42	\$ 322.12	\$ 547.61	\$ 644.24				
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 267.09	\$ 454.06	\$ 534.19	\$ 226.72	\$ 385.42	\$ 438.10	\$ 291.04	\$ 494.78	\$ 582.09				
20	Louisville, KY, Nashville, TN , Knoxville, TN.	\$ 241.93	\$ 411.28	\$ 483.86	\$ 209.46	\$ 356.08	\$ 404.75	\$ 266.91	\$ 453.75	\$ 533.82				
21	Dallas/Ft. Worth, TX	\$ 227.68	\$ 387.06	\$ 455.36	\$ 195.34	\$ 332.08	\$ 377.47	\$ 246.77	\$ 419.50	\$ 493.53				
23	Portland, OR	\$ 288.98	\$ 491.26	\$ 577.95	\$ 244.38	\$ 415.45	\$ 488.77	\$ 315.51	\$ 536.37	\$ 631.03				
24	Birmingham, AL	\$ 229.46	\$ 390.09	\$ 458.92	\$ 196.60	\$ 334.22	\$ 379.90	\$ 248.80	\$ 422.96	\$ 497.61				
25	Denver, CO	\$ 244.09	\$ 414.96	\$ 488.19	\$ 208.04	\$ 353.67	\$ 402.01	\$ 265.36	\$ 451.11	\$ 530.72				
27	Rochester, NY	\$ 263.45	\$ 447.86	\$ 526.90	\$ 223.26	\$ 379.54	\$ 431.42	\$ 286.83	\$ 487.61	\$ 573.66				
28	Omaha, NE	\$ 245.22	\$ 416.87	\$ 490.44	\$ 209.76	\$ 356.59	\$ 419.51	\$ 266.30	\$ 452.71	\$ 532.60				
30	Memphis, TN	\$ 241.32	\$ 410.24	\$ 482.64	\$ 206.73	\$ 351.45	\$ 413.47	\$ 261.91	\$ 445.25	\$ 523.82				
31	Houston, TX	\$ 232.13	\$ 394.63	\$ 464.27	\$ 198.73	\$ 337.84	\$ 384.02	\$ 251.86	\$ 428.16	\$ 503.72				
32	Atlanta/Savannah, GA	\$ 245.63	\$ 417.57	\$ 491.26	\$ 210.21	\$ 357.35	\$ 420.41	\$ 266.75	\$ 453.48	\$ 533.50				
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 264.77	\$ 450.11	\$ 529.54	\$ 225.38	\$ 383.15	\$ 450.77	\$ 288.28	\$ 490.08	\$ 576.57				
35	Albany/Utica, NY (Albany = Local 62)	\$ 254.46	\$ 432.58	\$ 508.92	\$ 214.49	\$ 364.63	\$ 414.47	\$ 276.61	\$ 470.23	\$ 553.21				
36	Detroit, MI	\$ 271.44	\$ 461.45	\$ 542.88	\$ 229.59	\$ 390.29	\$ 443.64	\$ 296.27	\$ 503.65	\$ 592.53				
37	Columbus, OH	\$ 245.39	\$ 417.16	\$ 490.78	\$ 209.14	\$ 355.54	\$ 404.14	\$ 266.84	\$ 453.63	\$ 533.68				
38	Salt Lake City, UT	\$ 248.10	\$ 421.77	\$ 496.20	\$ 212.09	\$ 360.55	\$ 424.17	\$ 269.55	\$ 458.24	\$ 539.10				
39	Providence, RI	\$ 270.52	\$ 459.89	\$ 541.04	\$ 228.95	\$ 389.22	\$ 442.42	\$ 295.03	\$ 501.55	\$ 590.06				
41	Springfield/Worcester, MA	\$ 266.51	\$ 453.07	\$ 533.02	\$ 224.31	\$ 381.33	\$ 433.45	\$ 291.32	\$ 495.24	\$ 582.63				
44	Toledo, OH / South Bend, IN	\$ 266.67	\$ 453.34	\$ 533.34	\$ 226.71	\$ 385.41	\$ 453.42	\$ 290.43	\$ 493.73	\$ 580.86				
45	Akron/Youngstown, OH	\$ 247.66	\$ 421.02	\$ 495.31	\$ 210.69	\$ 358.17	\$ 407.12	\$ 269.52	\$ 458.18	\$ 539.03				
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 254.82	\$ 433.20	\$ 509.64	\$ 217.42	\$ 369.61	\$ 434.83	\$ 277.09	\$ 471.05	\$ 554.18				
48	Charleston/Huntington, WV	\$ 259.38	\$ 440.94	\$ 518.75	\$ 220.99	\$ 375.69	\$ 441.98	\$ 282.24	\$ 479.80	\$ 564.47				
49	Jacksonville, FL	\$ 226.22	\$ 384.58	\$ 452.45	\$ 218.45	\$ 371.37	\$ 422.13	\$ 245.36	\$ 417.11	\$ 490.71				
51	Richmond/Roanoke, VA	\$ 246.65	\$ 419.31	\$ 493.30	\$ 212.88	\$ 361.90	\$ 425.76	\$ 267.92	\$ 455.46	\$ 535.83				
52	Norfolk, VA	\$ 248.96	\$ 423.23	\$ 497.92	\$ 209.14	\$ 355.53	\$ 418.27	\$ 270.51	\$ 459.87	\$ 541.02				
55	Peoria, IL & Springfield, IL	\$ 265.48	\$ 451.32	\$ 530.97	\$ 207.24	\$ 352.30	\$ 414.47	\$ 289.08	\$ 491.44	\$ 578.16				
59	Harrisburg, PA	\$ 264.34	\$ 449.38	\$ 528.68	\$ 233.80	\$ 397.46	\$ 451.79	\$ 288.28	\$ 490.08	\$ 576.57				
62	Syracuse/Binghamton, NY	\$ 254.46	\$ 432.58	\$ 508.92	\$ 207.41	\$ 352.61	\$ 400.80	\$ 276.61	\$ 470.23	\$ 553.21				
63	Oklahoma City, OK	\$ 233.33	\$ 396.66	\$ 466.66	\$ 213.25	\$ 362.53	\$ 426.50	\$ 252.92	\$ 429.97	\$ 505.84				
71	Miami, FL	\$ 249.59	\$ 424.31	\$ 499.18	\$ 203.20	\$ 345.44	\$ 406.40	\$ 271.23	\$ 461.08	\$ 542.45				
74	Tampa, FL	\$ 236.84	\$ 402.64	\$ 473.69	\$ 189.45	\$ 322.06	\$ 378.89	\$ 256.88	\$ 436.70	\$ 513.77				
79	Little Rock, AR & Shreveport, LA	\$ 264.95	\$ 450.42	\$ 529.91	\$ 225.67	\$ 383.64	\$ 451.34	\$ 288.51	\$ 490.46	\$ 577.02				
80	Greensboro/Raleigh-Durham, NC	\$ 228.92	\$ 389.17	\$ 457.84	\$ 191.05	\$ 324.79	\$ 369.19	\$ 248.28	\$ 422.08	\$ 496.57				
81	San Antonio, TX	\$ 254.35	\$ 432.40	\$ 508.70	\$ 209.14	\$ 355.53	\$ 418.27	\$ 276.58	\$ 470.18	\$ 553.15				
83	Tulsa, OK	\$ 221.66	\$ 376.82	\$ 443.32	\$ 231.10	\$ 392.87	\$ 446.57	\$ 239.71	\$ 407.51	\$ 479.43				
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 264.34	\$ 449.38	\$ 528.68	\$ 224.82	\$ 382.19	\$ 434.43	\$ 288.28	\$ 490.08	\$ 576.57				
85	Lansing, Grand Rapids MI.	\$ 272.68	\$ 463.56	\$ 545.36	\$ 198.18	\$ 336.91	\$ 382.96	\$ 297.27	\$ 505.36	\$ 594.55				
91	New Haven, CT	\$ 307.40	\$ 522.59	\$ 614.81	\$ 259.15	\$ 440.56	\$ 518.30	\$ 336.25	\$ 571.62	\$ 672.50				
93	Chattanooga, TN	\$ 231.35	\$ 393.30	\$ 462.70	\$ 199.47	\$ 339.10	\$ 385.45	\$ 250.92	\$ 426.56	\$ 501.83				
93	Nashville, Knoxville, TN (now Local 20)													
124	Mobile, AL	\$ 232.73	\$ 395.64	\$ 465.46	\$ 199.47	\$ 339.10	\$ 398.94	\$ 252.27	\$ 428.86	\$ 504.55				
126	Honolulu, HI	\$ 296.17	\$ 503.49	\$ 592.34	\$ 249.96	\$ 424.93	\$ 499.92	\$ 323.62	\$ 550.16	\$ 647.25				
131	Albuquerque, NM/El Paso, TX	\$ 253.04	\$ 430.18	\$ 506.09	\$ 216.11	\$ 367.39	\$ 432.22	\$ 275.11	\$ 467.68	\$ 550.21				
132	Madison, WI & Rockford, IL	\$ 280.85	\$ 477.44	\$ 561.69	\$ 237.97	\$ 404.55	\$ 475.94	\$ 306.38	\$ 520.85	\$ 612.76				
133	Austin, TX	\$ 226.74	\$ 385.45	\$ 453.47	\$ 194.61	\$ 330.84	\$ 376.06	\$ 245.69	\$ 417.68	\$ 491.39				
135	Charlotte, NC/Columbia, SC	\$ 230.03	\$ 391.05	\$ 460.06	\$ 196.84	\$ 334.63	\$ 380.37	\$ 249.49	\$ 424.13	\$ 498.97				
138	Poughkeepsie, NY	\$ 296.92	\$ 504.77	\$ 593.85	\$ 248.24	\$ 422.00	\$ 479.69	\$ 325.52	\$ 553.38	\$ 651.04				
139	Orlando, FL	\$ 233.54	\$ 397.02	\$ 467.08	\$ 200.06	\$ 340.10	\$ 386.59	\$ 253.27	\$ 430.55	\$ 506.53				
140	Phoenix - Tucson, AZ	\$ 250.39	\$ 425.66	\$ 500.78	\$ 213.94	\$ 363.71	\$ 427.89	\$ 272.12	\$ 462.61	\$ 544.25				
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 260.09	\$ 442.16	\$ 520.18	\$ 221.52	\$ 376.59	\$ 443.05	\$ 283.03	\$ 481.16	\$ 566.07				

REQUEST FOR PROPOASL NO. EV2516

CONTRACTOR COMPANY NAME: **KONE Inc.**

EXHIBIT 3 - NATIONAL PRICING

HOURLY RATES - 2028

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2028		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			List other positions that my be used and the hourly rates. Add additional columns as necessary.		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/HOLIDAYS
1	New York, NY, Newark, NJ	\$ 295.27	\$ 501.97	\$ 590.55	\$ 268.16	\$ 455.87	\$ 536.32	\$ 321.71	\$ 546.91	\$ 643.43			
2	Chicago, IL	\$ 294.16	\$ 500.07	\$ 588.31	\$ 247.86	\$ 421.37	\$ 478.96	\$ 321.14	\$ 545.94	\$ 642.29			
3	St. Louis, MO & Evansville, IN	\$ 274.78	\$ 467.12	\$ 549.55	\$ 233.80	\$ 397.46	\$ 467.60	\$ 299.20	\$ 508.64	\$ 598.39			
4	Boston, MA & Portland, ME	\$ 309.22	\$ 525.67	\$ 618.44	\$ 260.84	\$ 443.43	\$ 521.69	\$ 337.97	\$ 574.56	\$ 675.95			
5	Philadelphia, PA	\$ 305.16	\$ 518.78	\$ 610.33	\$ 256.34	\$ 435.78	\$ 495.35	\$ 333.91	\$ 567.64	\$ 667.81			
6	Pittsburgh/Erie/Wheeling	\$ 272.64	\$ 463.49	\$ 545.28	\$ 231.56	\$ 393.66	\$ 447.47	\$ 296.70	\$ 504.39	\$ 593.40			
7	Baltimore, MD / Hagerstown, MD	\$ 256.66	\$ 436.32	\$ 513.32	\$ 218.29	\$ 371.10	\$ 421.82	\$ 279.32	\$ 474.84	\$ 558.64			
8	San Francisco, CA	\$ 362.88	\$ 616.90	\$ 725.76	\$ 303.45	\$ 515.86	\$ 606.89	\$ 398.34	\$ 677.17	\$ 796.68			
9	Minneapolis/Duluth, MN	\$ 262.39	\$ 446.06	\$ 524.78	\$ 223.29	\$ 379.59	\$ 431.48	\$ 285.25	\$ 484.92	\$ 570.49			
10	Washington, D C	\$ 256.16	\$ 435.47	\$ 512.31	\$ 217.50	\$ 369.75	\$ 420.29	\$ 278.58	\$ 473.58	\$ 557.15			
11	Cincinnati, OH	\$ 254.17	\$ 432.10	\$ 508.35	\$ 217.19	\$ 369.23	\$ 419.70	\$ 275.98	\$ 469.16	\$ 551.96			
12	Kansas City, MO & Wichita, KS	\$ 270.21	\$ 459.36	\$ 540.42	\$ 230.06	\$ 391.10	\$ 460.12	\$ 294.08	\$ 499.94	\$ 588.16			
14	Buffalo, NY	\$ 272.67	\$ 463.54	\$ 545.34	\$ 231.07	\$ 392.82	\$ 446.52	\$ 296.87	\$ 504.68	\$ 593.74			
15	Milwaukee/Green Bay, WI	\$ 280.04	\$ 476.07	\$ 560.08	\$ 237.90	\$ 404.44	\$ 475.81	\$ 305.14	\$ 518.74	\$ 610.28			
16	New Orleans, LA/Jackson, MS	\$ 234.76	\$ 399.08	\$ 469.51	\$ 200.97	\$ 341.65	\$ 388.34	\$ 254.56	\$ 432.76	\$ 509.13			
17	Cleveland, OH	\$ 272.67	\$ 463.54	\$ 545.34	\$ 231.72	\$ 393.92	\$ 447.76	\$ 296.84	\$ 504.63	\$ 593.68			
18	Los Angeles, CA/San Diego, CA	\$ 337.28	\$ 573.37	\$ 674.55	\$ 283.45	\$ 481.86	\$ 566.89	\$ 369.52	\$ 628.18	\$ 739.04			
19	Anchorage, Alaska	\$ 305.85	\$ 519.94	\$ 611.70	\$ 258.93	\$ 440.17	\$ 500.34	\$ 333.39	\$ 566.77	\$ 666.79			
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 276.44	\$ 469.95	\$ 552.88	\$ 234.65	\$ 398.91	\$ 453.44	\$ 301.23	\$ 512.09	\$ 602.46			
20	Louisville, KY, Nashville, TN , Knoxville, TN.	\$ 250.40	\$ 425.68	\$ 500.79	\$ 216.79	\$ 368.55	\$ 418.92	\$ 276.25	\$ 469.63	\$ 552.51			
21	Dallas/Ft. Worth, TX	\$ 235.65	\$ 400.60	\$ 471.30	\$ 202.18	\$ 343.71	\$ 390.69	\$ 255.40	\$ 434.19	\$ 510.81			
23	Portland, OR	\$ 299.09	\$ 508.46	\$ 598.18	\$ 252.94	\$ 429.99	\$ 505.87	\$ 326.56	\$ 555.15	\$ 653.11			
24	Birmingham, AL	\$ 237.49	\$ 403.74	\$ 474.99	\$ 203.48	\$ 345.91	\$ 393.20	\$ 257.51	\$ 437.77	\$ 515.02			
25	Denver, CO	\$ 252.64	\$ 429.48	\$ 505.27	\$ 215.32	\$ 366.05	\$ 416.08	\$ 274.65	\$ 466.90	\$ 549.29			
27	Rochester, NY	\$ 272.67	\$ 463.54	\$ 545.34	\$ 231.07	\$ 392.82	\$ 446.52	\$ 296.87	\$ 504.68	\$ 593.74			
28	Omaha, NE	\$ 253.80	\$ 431.46	\$ 507.61	\$ 217.10	\$ 369.07	\$ 434.20	\$ 275.62	\$ 468.56	\$ 551.25			
30	Memphis, TN	\$ 249.76	\$ 424.60	\$ 499.53	\$ 213.97	\$ 363.75	\$ 427.94	\$ 271.08	\$ 460.83	\$ 542.15			
31	Houston, TX	\$ 240.26	\$ 408.44	\$ 480.52	\$ 205.68	\$ 349.66	\$ 397.46	\$ 260.67	\$ 443.15	\$ 521.35			
32	Atlanta/Savannah, GA	\$ 254.23	\$ 432.18	\$ 508.45	\$ 217.56	\$ 369.86	\$ 435.13	\$ 276.09	\$ 469.35	\$ 552.18			
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 274.04	\$ 465.86	\$ 548.07	\$ 233.27	\$ 396.56	\$ 466.55	\$ 298.37	\$ 507.23	\$ 596.75			
35	Albany/Utica, NY (Albany = Local 62)	\$ 263.37	\$ 447.72	\$ 526.73	\$ 222.00	\$ 377.39	\$ 428.98	\$ 286.29	\$ 486.69	\$ 572.58			
36	Detroit, MI	\$ 280.94	\$ 477.60	\$ 561.88	\$ 237.62	\$ 403.96	\$ 459.17	\$ 306.64	\$ 521.28	\$ 613.27			
37	Columbus, OH	\$ 253.98	\$ 431.76	\$ 507.96	\$ 216.46	\$ 367.98	\$ 418.28	\$ 276.18	\$ 469.50	\$ 552.36			
38	Salt Lake City, UT	\$ 256.78	\$ 436.53	\$ 513.57	\$ 219.51	\$ 373.16	\$ 439.02	\$ 278.98	\$ 474.27	\$ 557.97			
39	Providence, RI	\$ 279.99	\$ 475.98	\$ 559.98	\$ 236.97	\$ 402.84	\$ 457.91	\$ 305.36	\$ 519.10	\$ 610.71			
41	Springfield/Worcester, MA	\$ 275.84	\$ 468.93	\$ 551.68	\$ 232.16	\$ 394.67	\$ 448.62	\$ 301.51	\$ 512.57	\$ 603.03			
44	Toledo, OH / South Bend, IN	\$ 276.00	\$ 469.21	\$ 552.01	\$ 234.65	\$ 398.90	\$ 469.29	\$ 300.59	\$ 511.01	\$ 601.19			
45	Akron/Youngstown, OH	\$ 256.33	\$ 435.75	\$ 512.65	\$ 218.06	\$ 370.70	\$ 421.37	\$ 278.95	\$ 474.21	\$ 557.90			
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 263.74	\$ 448.36	\$ 527.48	\$ 225.03	\$ 382.55	\$ 450.05	\$ 286.79	\$ 487.54	\$ 573.57			
48	Charleston/Huntington, WV	\$ 268.46	\$ 456.37	\$ 536.91	\$ 228.73	\$ 388.84	\$ 457.45	\$ 292.11	\$ 496.59	\$ 584.23			
49	Jacksonville, FL	\$ 234.14	\$ 398.04	\$ 468.28	\$ 226.10	\$ 384.37	\$ 436.90	\$ 253.94	\$ 431.71	\$ 507.89			
51	Richmond/Roanoke, VA	\$ 255.28	\$ 433.98	\$ 510.57	\$ 220.33	\$ 374.57	\$ 440.67	\$ 277.29	\$ 471.40	\$ 554.59			
52	Norfolk, VA	\$ 257.67	\$ 438.04	\$ 515.34	\$ 216.45	\$ 367.97	\$ 432.91	\$ 279.98	\$ 475.96	\$ 559.96			
55	Peoria, IL & Springfield, IL	\$ 274.78	\$ 467.12	\$ 549.55	\$ 214.49	\$ 364.63	\$ 428.98	\$ 299.20	\$ 508.64	\$ 598.39			
59	Harrisburg, PA	\$ 273.59	\$ 465.11	\$ 547.18	\$ 241.98	\$ 411.37	\$ 467.60	\$ 298.37	\$ 507.23	\$ 596.75			
62	Syracuse/Binghamton, NY	\$ 263.37	\$ 447.72	\$ 526.73	\$ 214.67	\$ 364.95	\$ 414.83	\$ 286.29	\$ 486.69	\$ 572.58			
63	Oklahoma City, OK	\$ 241.50	\$ 410.55	\$ 483.00	\$ 220.71	\$ 375.21	\$ 441.43	\$ 261.77	\$ 445.02	\$ 523.55			
71	Miami, FL	\$ 258.33	\$ 439.16	\$ 516.66	\$ 210.31	\$ 357.53	\$ 420.62	\$ 280.72	\$ 477.22	\$ 561.44			
74	Tampa, FL	\$ 245.13	\$ 416.73	\$ 490.27	\$ 196.08	\$ 333.33	\$ 392.16	\$ 265.88	\$ 451.99	\$ 531.75			
79	Little Rock, AR & Shreveport, LA	\$ 274.23	\$ 466.19	\$ 548.45	\$ 233.57	\$ 397.07	\$ 467.14	\$ 298.61	\$ 507.63	\$ 597.21			
80	Greensboro/Raleigh-Durham, NC	\$ 236.93	\$ 402.79	\$ 473.87	\$ 197.74	\$ 336.16	\$ 382.11	\$ 256.97	\$ 436.85	\$ 513.95			
81	San Antonio, TX	\$ 263.25	\$ 447.53	\$ 526.51	\$ 216.45	\$ 367.97	\$ 432.91	\$ 286.26	\$ 486.64	\$ 572.52			
83	Tulsa, OK	\$ 229.42	\$ 390.01	\$ 458.84	\$ 239.19	\$ 406.62	\$ 462.20	\$ 248.10	\$ 421.78	\$ 496.21			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 273.59	\$ 465.11	\$ 547.18	\$ 232.68	\$ 395.56	\$ 449.63	\$ 298.37	\$ 507.23	\$ 596.75			
85	Lansing, Grand Rapids MI.	\$ 282.23	\$ 479.78	\$ 564.45	\$ 205.12	\$ 348.70	\$ 396.36	\$ 307.68	\$ 523.05	\$ 615.35			
91	New Haven, CT	\$ 318.16	\$ 540.88	\$ 636.33	\$ 268.22	\$ 455.98	\$ 536.45	\$ 348.02	\$ 591.63	\$ 696.03			
93	Chattanooga, TN	\$ 239.45	\$ 407.06	\$ 478.90	\$ 206.45	\$ 350.97	\$ 398.94	\$ 259.70	\$ 441.49	\$ 519.40			
93	Nashville, Knoxville, TN (now Local 20)												
124	Mobile, AL	\$ 240.87	\$ 409.49	\$ 481.75	\$ 206.45	\$ 350.97	\$ 412.91	\$ 261.10	\$ 443.87	\$ 522.21			
126	Honolulu, HI	\$ 306.53	\$ 521.11	\$ 613.07	\$ 258.71	\$ 439.80	\$ 517.42	\$ 334.95	\$ 569.42	\$ 669.90			
131	Albuquerque, NM/El Paso, TX	\$ 261.90	\$ 445.23	\$ 523.80	\$ 223.67	\$ 380.25	\$ 447.35	\$ 284.74	\$ 484.05	\$ 569.47			
132	Madison, WI & Rockford, IL	\$ 290.68	\$ 494.15	\$ 581.35	\$ 246.30	\$ 418.70	\$ 492.59	\$ 317.11	\$ 539.08	\$ 634.21			
133	Austin, TX	\$ 234.67	\$ 398.94	\$ 469.34	\$ 201.42	\$ 342.42	\$ 389.22	\$ 254.29	\$ 432.30	\$ 508.58			
135	Charlotte, NC/Columbia, SC	\$ 238.08	\$ 404.74	\$ 476.16	\$ 203.73	\$ 346.35	\$ 393.69	\$ 258.22	\$ 438.97	\$ 516.44			
138	Poughkeepsie, NY	\$ 307.32	\$ 522.44	\$ 614.63	\$ 256.93	\$ 436.77	\$ 496.47	\$ 336.91	\$ 572.75	\$ 673.82			
139	Orlando, FL	\$ 241.71	\$ 410.91	\$ 483.42	\$ 207.06	\$ 352.00	\$ 400.12	\$ 262.13	\$ 445.62	\$ 524.26			
140	Phoenix - Tucson, AZ	\$ 259.15	\$ 440.56	\$ 518.30	\$ 221.43	\$ 376.44	\$ 442.87	\$ 281.65	\$ 478.80	\$ 563.30			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 269.20	\$ 457.63	\$ 538.39	\$ 229.28	\$ 389.77	\$ 458.55	\$ 292.94	\$ 498.00	\$ 585.88			

REQUEST FOR PROPOASL NO. EV2516
EXHIBIT 3 - NATIONAL PRICING
HOURLY RATES - 2029

CONTRACTOR COMPANY NAME: **KONE Inc.**

INSTRUCTIONS:

1. Provide hourly labor rates to repair, upgrade or modernize elevators, escalators, walkways, wheelchair lifts, platform lifts, and dumbwaiters for all brands, such as but not limited to, Kone, Montgomery, Otis, Schindler, Thyssen Krupp, Dover, Serge, Montgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.
2. NORMAL HOURS: Monday-Friday, 8:00 am - 5:00 pm.
3. OVERTIME: Monday - Friday outside of normal working hours and Saturday.
4. SUNDAYS/HOLIDAYS: Sundays and IUEC recognized holidays.

		POSITION											
2029		LICENSED MECHANIC			MECHANIC HELPER			Adjuster			<i>List other positions that my be used and the hourly rates. Add additional columns as necessary.</i>		
IUEC LOCAL UNION NO	CITY/CITIES AND SURROUNDING AREAS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS	NORMAL HOURS	OVERTIME	SUNDAYS/ HOLIDAYS
1	New York, NY, Newark, NJ	\$ 305.61	\$ 519.53	\$ 611.22	\$ 277.54	\$ 471.82	\$ 555.09	\$ 332.97	\$ 566.06	\$ 665.95			
2	Chicago, IL	\$ 304.45	\$ 517.57	\$ 608.90	\$ 256.54	\$ 436.12	\$ 495.73	\$ 332.38	\$ 565.05	\$ 664.77			
3	St. Louis, MO & Evansville, IN	\$ 284.39	\$ 483.47	\$ 568.79	\$ 241.98	\$ 411.37	\$ 483.97	\$ 309.67	\$ 526.44	\$ 619.34			
4	Boston, MA & Portland, ME	\$ 320.04	\$ 544.07	\$ 640.08	\$ 269.97	\$ 458.95	\$ 539.95	\$ 349.80	\$ 594.67	\$ 699.61			
5	Philadelphia, PA	\$ 315.85	\$ 536.94	\$ 631.69	\$ 265.31	\$ 451.03	\$ 512.68	\$ 345.59	\$ 587.51	\$ 691.19			
6	Pittsburgh/Erie/Wheeling	\$ 282.18	\$ 479.71	\$ 564.37	\$ 239.67	\$ 407.44	\$ 463.13	\$ 307.08	\$ 522.04	\$ 614.17			
7	Baltimore, MD / Hagerstown, MD	\$ 265.64	\$ 451.59	\$ 531.29	\$ 225.93	\$ 384.09	\$ 436.59	\$ 289.10	\$ 491.46	\$ 578.19			
8	San Francisco, CA	\$ 375.58	\$ 638.49	\$ 751.16	\$ 314.07	\$ 533.92	\$ 628.14	\$ 412.28	\$ 700.88	\$ 824.56			
9	Minneapolis/Duluth, MN	\$ 271.57	\$ 461.67	\$ 543.14	\$ 231.11	\$ 392.88	\$ 446.58	\$ 295.23	\$ 501.89	\$ 590.46			
10	Washington, D C	\$ 265.12	\$ 450.71	\$ 530.25	\$ 225.11	\$ 382.69	\$ 435.00	\$ 288.33	\$ 490.15	\$ 576.65			
11	Cincinnati, OH	\$ 263.07	\$ 447.22	\$ 526.14	\$ 224.80	\$ 382.15	\$ 434.39	\$ 285.64	\$ 485.58	\$ 571.27			
12	Kansas City, MO & Wichita, KS	\$ 279.67	\$ 475.43	\$ 559.33	\$ 238.11	\$ 404.79	\$ 476.22	\$ 304.37	\$ 517.43	\$ 608.75			
14	Buffalo, NY	\$ 282.21	\$ 479.76	\$ 564.43	\$ 239.16	\$ 406.57	\$ 462.14	\$ 307.26	\$ 522.34	\$ 614.52			
15	Milwaukee/Green Bay, WI	\$ 289.84	\$ 492.73	\$ 579.69	\$ 246.23	\$ 418.59	\$ 492.46	\$ 315.82	\$ 536.89	\$ 631.64			
16	New Orleans, LA/Jackson, MS	\$ 242.97	\$ 413.05	\$ 485.94	\$ 208.00	\$ 353.60	\$ 401.94	\$ 263.47	\$ 447.90	\$ 526.95			
17	Cleveland, OH	\$ 282.21	\$ 479.76	\$ 564.43	\$ 239.83	\$ 407.71	\$ 463.44	\$ 307.23	\$ 522.29	\$ 614.46			
18	Los Angeles, CA/San Diego, CA	\$ 349.08	\$ 593.44	\$ 698.16	\$ 293.37	\$ 498.72	\$ 586.73	\$ 382.45	\$ 650.17	\$ 764.91			
19	Anchorage, Alaska	\$ 316.55	\$ 538.14	\$ 633.11	\$ 267.99	\$ 455.58	\$ 517.85	\$ 345.06	\$ 586.61	\$ 690.13			
19	Seattle, WA, Spokane, WA & Billings, MT	\$ 286.12	\$ 486.40	\$ 572.24	\$ 242.87	\$ 412.87	\$ 469.31	\$ 311.77	\$ 530.02	\$ 623.55			
20	Louisville, KY, Nashville, TN, Knoxville, TN.	\$ 259.16	\$ 440.57	\$ 518.32	\$ 224.38	\$ 381.45	\$ 433.58	\$ 285.92	\$ 486.07	\$ 571.85			
21	Dallas/Ft. Worth, TX	\$ 243.90	\$ 414.62	\$ 487.79	\$ 209.26	\$ 355.74	\$ 404.36	\$ 264.34	\$ 449.38	\$ 528.69			
23	Portland, OR	\$ 309.56	\$ 526.25	\$ 619.12	\$ 261.79	\$ 445.04	\$ 523.58	\$ 337.99	\$ 574.58	\$ 675.97			
24	Birmingham, AL	\$ 245.81	\$ 417.87	\$ 491.61	\$ 210.60	\$ 358.02	\$ 406.96	\$ 266.52	\$ 453.09	\$ 533.05			
25	Denver, CO	\$ 261.48	\$ 444.51	\$ 522.96	\$ 222.86	\$ 378.86	\$ 430.65	\$ 284.26	\$ 483.24	\$ 568.52			
27	Rochester, NY	\$ 282.21	\$ 479.76	\$ 564.43	\$ 239.16	\$ 406.57	\$ 462.14	\$ 307.26	\$ 522.34	\$ 614.52			
28	Omaha, NE	\$ 262.69	\$ 446.57	\$ 525.37	\$ 224.70	\$ 381.98	\$ 449.39	\$ 285.27	\$ 484.96	\$ 570.54			
30	Memphis, TN	\$ 258.51	\$ 439.46	\$ 517.01	\$ 221.46	\$ 376.48	\$ 442.92	\$ 280.56	\$ 476.96	\$ 561.13			
31	Houston, TX	\$ 248.67	\$ 422.74	\$ 497.34	\$ 212.88	\$ 361.90	\$ 411.37	\$ 269.80	\$ 458.66	\$ 539.60			
32	Atlanta/Savannah, GA	\$ 263.12	\$ 447.31	\$ 526.25	\$ 225.18	\$ 382.80	\$ 450.36	\$ 285.75	\$ 485.78	\$ 571.50			
33	Des Moines/Cedar Rapids/Sioux City, IA	\$ 283.63	\$ 482.17	\$ 567.26	\$ 241.44	\$ 410.44	\$ 482.87	\$ 308.82	\$ 524.99	\$ 617.63			
35	Albany/Utica, NY (Albany = Local 62)	\$ 272.58	\$ 463.39	\$ 545.17	\$ 229.77	\$ 390.60	\$ 443.99	\$ 296.31	\$ 503.72	\$ 592.62			
36	Detroit, MI	\$ 290.77	\$ 494.31	\$ 581.55	\$ 245.94	\$ 418.09	\$ 475.24	\$ 317.37	\$ 539.53	\$ 634.74			
37	Columbus, OH	\$ 262.87	\$ 446.87	\$ 525.73	\$ 224.04	\$ 380.86	\$ 432.92	\$ 285.84	\$ 485.93	\$ 571.69			
38	Salt Lake City, UT	\$ 265.77	\$ 451.81	\$ 531.54	\$ 227.19	\$ 386.23	\$ 454.38	\$ 288.75	\$ 490.87	\$ 577.50			
39	Providence, RI	\$ 289.79	\$ 492.64	\$ 579.58	\$ 245.26	\$ 416.94	\$ 473.93	\$ 316.04	\$ 537.27	\$ 632.09			
41	Springfield/Worcester, MA	\$ 285.49	\$ 485.34	\$ 570.99	\$ 240.29	\$ 408.49	\$ 464.32	\$ 312.07	\$ 503.51	\$ 624.13			
44	Toledo, OH / South Bend, IN	\$ 285.66	\$ 485.63	\$ 571.33	\$ 242.86	\$ 412.86	\$ 485.72	\$ 311.11	\$ 528.89	\$ 622.23			
45	Akron/Youngstown, OH	\$ 265.30	\$ 451.00	\$ 530.59	\$ 225.69	\$ 383.68	\$ 436.12	\$ 288.71	\$ 490.81	\$ 577.43			
46	Quad Cities (Rock Island, IL, Davenport, IA)	\$ 272.97	\$ 464.05	\$ 545.94	\$ 232.90	\$ 395.93	\$ 465.81	\$ 296.82	\$ 504.60	\$ 593.65			
48	Charleston/Huntington, WV	\$ 277.85	\$ 472.35	\$ 555.70	\$ 236.73	\$ 402.45	\$ 473.46	\$ 302.34	\$ 513.98	\$ 604.68			
49	Jacksonville, FL	\$ 242.34	\$ 411.97	\$ 484.67	\$ 234.01	\$ 397.82	\$ 452.19	\$ 262.83	\$ 446.82	\$ 525.66			
51	Richmond/Roanoke, VA	\$ 264.22	\$ 449.17	\$ 528.44	\$ 228.04	\$ 387.68	\$ 456.09	\$ 287.00	\$ 487.90	\$ 574.00			
52	Norfolk, VA	\$ 266.69	\$ 453.37	\$ 533.38	\$ 224.03	\$ 380.85	\$ 448.06	\$ 289.78	\$ 492.62	\$ 579.55			
55	Peoria, IL & Springfield, IL	\$ 284.39	\$ 483.47	\$ 568.79	\$ 222.00	\$ 377.39	\$ 443.99	\$ 309.67	\$ 526.44	\$ 619.34			
59	Harrisburg, PA	\$ 283.17	\$ 481.39	\$ 566.34	\$ 250.45	\$ 425.77	\$ 483.97	\$ 308.82	\$ 524.99	\$ 617.63			
62	Syracuse/Binghamton, NY	\$ 272.58	\$ 463.39	\$ 545.17	\$ 222.19	\$ 377.72	\$ 429.35	\$ 296.31	\$ 503.72	\$ 592.62			
63	Oklahoma City, OK	\$ 249.95	\$ 424.91	\$ 499.90	\$ 228.44	\$ 388.35	\$ 456.88	\$ 270.94	\$ 460.59	\$ 541.87			
71	Miami, FL	\$ 267.37	\$ 454.53	\$ 534.74	\$ 217.67	\$ 370.04	\$ 435.34	\$ 290.54	\$ 493.92	\$ 581.09			
74	Tampa, FL	\$ 253.71	\$ 431.31	\$ 507.43	\$ 202.94	\$ 345.00	\$ 405.88	\$ 275.18	\$ 467.81	\$ 550.36			
79	Little Rock, AR & Shreveport, LA	\$ 283.83	\$ 482.50	\$ 567.65	\$ 241.74	\$ 410.96	\$ 483.49	\$ 309.06	\$ 525.40	\$ 618.11			
80	Greensboro/Raleigh-Durham, NC	\$ 245.23	\$ 416.89	\$ 490.45	\$ 204.66	\$ 347.93	\$ 395.48	\$ 265.97	\$ 452.14	\$ 531.94			
81	San Antonio, TX	\$ 272.47	\$ 463.20	\$ 544.94	\$ 224.03	\$ 380.85	\$ 448.06	\$ 296.28	\$ 503.67	\$ 592.55			
83	Tulsa, OK	\$ 237.45	\$ 403.66	\$ 474.90	\$ 247.56	\$ 420.85	\$ 478.38	\$ 256.79	\$ 436.54	\$ 513.58			
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$ 283.17	\$ 481.39	\$ 566.34	\$ 240.83	\$ 409.41	\$ 465.37	\$ 308.82	\$ 524.99	\$ 617.63			
85	Lansing, Grand Rapids MI.	\$ 292.10	\$ 496.58	\$ 584.21	\$ 212.30	\$ 360.91	\$ 410.24	\$ 318.45	\$ 541.36	\$ 636.89			
91	New Haven, CT	\$ 329.30	\$ 559.81	\$ 658.60	\$ 277.61	\$ 471.94	\$ 555.22	\$ 360.20	\$ 612.34	\$ 720.40			
93	Chattanooga, TN	\$ 247.83	\$ 421.31	\$ 495.66	\$ 213.68	\$ 363.25	\$ 412.91	\$ 268.79	\$ 456.94	\$ 537.58			
93	Nashville, Knoxville, TN (now Local 20)												
124	Mobile, AL	\$ 249.30	\$ 423.82	\$ 498.61	\$ 213.68	\$ 363.25	\$ 427.36	\$ 270.24	\$ 459.41	\$ 540.48			
126	Honolulu, HI	\$ 317.26	\$ 539.35	\$ 634.53	\$ 267.76	\$ 455.20	\$ 535.53	\$ 346.67	\$ 589.35	\$ 693.35			
131	Albuquerque, NM/El Paso, TX	\$ 271.07	\$ 460.81	\$ 542.13	\$ 231.50	\$ 393.55	\$ 463.00	\$ 294.70	\$ 500.99	\$ 589.40			
132	Madison, WI & Rockford, IL	\$ 300.85	\$ 511.45	\$ 601.70	\$ 254.92	\$ 433.36	\$ 509.83	\$ 328.20	\$ 557.95	\$ 656.41			
133	Austin, TX	\$ 242.88	\$ 412.90	\$ 485.77	\$ 208.47	\$ 354.40	\$ 402.84	\$ 263.19	\$ 447.43	\$ 526.38			
135	Charlotte, NC/Columbia, SC	\$ 246.41	\$ 418.90	\$ 492.83	\$ 210.86	\$ 358.47	\$ 407.47	\$ 267.26	\$ 454.34	\$ 534.51			
138	Poughkeepsie, NY	\$ 318.07	\$ 540.72	\$ 636.14	\$ 265.92	\$ 452.06	\$ 513.85	\$ 348.70	\$ 592.79	\$ 697.41			
139	Orlando, FL	\$ 250.17	\$ 425.29	\$ 500.34	\$ 214.31	\$ 364.32	\$ 414.12	\$ 271.30	\$ 461.22	\$ 542.61			
140	Phoenix - Tucson, AZ	\$ 268.22	\$ 455.98	\$ 536.44	\$ 229.18	\$ 389.61	\$ 458.37	\$ 291.51	\$ 495.56	\$ 583.01			
34 / 61	Indianapolis, Lafayette, Terre Haute, IN.	\$ 278.62	\$ 473.65	\$ 557.23	\$ 237.30	\$ 403.41	\$ 474.60	\$ 303.19	\$ 515.43	\$ 606.38			

**FACILITY REPAIR CONTRACT
AMENDMENT NO. 1**

**PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

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, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. 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.
- C. 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
- D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. 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. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: Michael Lynch


Title: Key Account Manager

KANSAS CITY, MISSOURI

6/25/2024
Date: _____

By: 

Title: Chief Procurement Officer-Manager of Procurement

 6/25/2024

Approved as to form:



Assistant City Attorney

**FACILITY REPAIR CONTRACT
AMENDMENT NO. 1**

**PROJECT/CONTRACT NO. EV2516 Elevator and Escalator Maintenance and Repair Services
General Services Department**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Kone, Inc. (Contractor). The parties amend the Contract entered into on December 1, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

1. Updating Exhibit 3-National Pricing Rates from 2024-2029.

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, 2029 for a eleven (11) year term. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. 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.
- C. 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
- D. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. 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. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$1,200,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: Michael Lynch


Title: Key Account Manager

KANSAS CITY, MISSOURI

6/25/2024
Date: _____

By: 

Title: Chief Procurement Officer-Manager of Procurement

 6/25/2024

Approved as to form:



Assistant City Attorney

CITY OF FOUNTAINS
HEART OF THE NATION



KANSAS CITY
MISSOURI

General Services Department

**Procurement Services Division
Contract Administration Office**

1st Floor, City Hall
414 East 12th Street
Kansas City, Missouri 64106

Fax: (816) 513-2812

DATE: October 9, 2018

TO: Cedric Rowan, Manager of Procurement Services
Darrell Everett, Procurement Manager

FROM: Delois Moore, Senior Procurement Officer

SUBJECT: EV2516 Recommendation of Award

BACKGROUND

The City of Kansas City, MO was asked to issue a solicitation on behalf of the U.S. Communities Cooperative Program in an effort to seek proposals from qualified companies to provide Elevator and Escalator Maintenance and Repair Services for more than 55,000 public agencies and non-profit organizations that participate in the Program. 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.

This was a national solicitation in which the City was the Lead Public Agency in its role as a member of the U.S. Communities Advisory Board. This will provide the lowest government pricing for public agencies across the county to purchase the above-referenced items.

SOLICITATION PROCESS

This project followed the City's formal solicitation process and was published on RFP365 as well as posted on the City's website and Demand Star. Many notifications were made regarding this RFP, 12 firms accessed the information. Two proposals were received: Kone, Inc. and NEIS (National Elevator Inspection Services) A five-person committee comprised of City of employee from General Services and Water Services, along with representatives from Maricopa County, AZ, City of Denver, CO and City of Los Angeles, CA evaluated individually scored the proposals and together recommended award be made to Kone, Inc.

Based on the committee's recommendation, the City moved forward with contract negotiations with Kone, Inc. The City focused on meeting the local and national requirements, which in part included:

- a five-year initial term with three additional two-years renewals options
- exhibit 1- City of Kansas City Special Requirements (attached for your review)

- an MBE/WBE participation goals for this project are 10% MBE and 0% WBE

RECOMMENDATION

Based on the proposals received and the evaluation committee and U.S. Communities staff, it is recommended that the award for Elevator and Escalator Maintenance and Repair be made to:

KONE, Inc.
4225 Naperville Road
Suite 400
Lisle, IL 60532

The proposed pricing improved rates across the US of approximately 3-5% and reduced escalation from existing 4% to 3.25% during the 1st five (5) years. This would result in an estimated cost savings to the City of Kansas City, Missouri of \$450,000.00 over the period of 5 years using the previous contract as a benchmark. These rates are better than the current U.S. Communities contract with Kone, Inc. This contract will add saving, efficiency and value by providing Kone Online, Kone mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. Kone Mobile app provides a notification when technicians arrive, complete work and depart your site. Each agency will be provided an Asset Management Plan that will identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.

Funding will come from previously appropriated funds in the FY2018-2019 Adopted Budget for such purposes. No new appropriations are required. Due to the fact this a Facility Maintenance and Repair contract, the annual spend will vary from year-to-year on City's needs and annual appropriations through the normal budget process.

SUMMARY

This contract, if approved by the City Council, will be made available to over 55,000 public agencies and non-profit organizations that utilize the U.S. Communities Program. By entering into a five-year contract with Kone, with three two-year renewal options, the contract will provide continuity for those agencies across the country that required those services. It will provide and on-going structure for the City's local companies to obtain discounted pricing when competing for public projects.

Documentation is provided in the contract file and is available for your review. Please let me know if you have any questions or need additional information



Manager of Procurement Services

10/9/18

Date

- Approved
- Disapproved



ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES
Executive Summary

Lead Agency: City of Kansas City, MO

Solicitation: RFP # EV2516

RFP Issued: May 1, 2018

Pre-Proposal Date: May 15, 2018

Response Due Date: June 8, 2018

Awarded to: Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

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

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial six (6) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for five (5) additional one-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4, year 6, and year 8.

OMNIA Partners, Public Sector Web Landing Pages:

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

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

_____.

PROPOSED SCOPE OF WORK:

ACCEPTANCE

Service Agreement Effective Date:

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: ___/___/___



KONE MODERNIZATION PROPOSAL

Proposal: North Port City Hall Elevator
Proposal Date: HydroMod 04/28/2026

Dedicated to
People Flow™



04/28/2026

KONE Inc.
Elevators & Escalators

4710 Eisenhower Blvd Suite B1
Tampa, FL, 33643
Mobile +1 8653609349
Work 813-635-0330
rob.helton@kone.com
www.kone.us

U.S. Communities Contract # GENRL-EV2516

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) (“Contract”), together with those terms and conditions contained in this Exhibit 4 (collectively, “Service Agreement”). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for **\$245,900.00**

See Attached Building Work By Others Optional Add: \$60,742.00

City of North Port City Hall

- This proposal is based on 2026 installation.
- This proposal is valid for (60) days.
- Anticipated downtime: 4 weeks per unit for modernization + 1 weeks for inspection.

Should you have any questions or require additional information, please feel free to contact me directly.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Rob Helton', with a stylized flourish extending to the right.

Rob Helton
Senior Mod Sales
Kone Inc



Table of Contents

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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

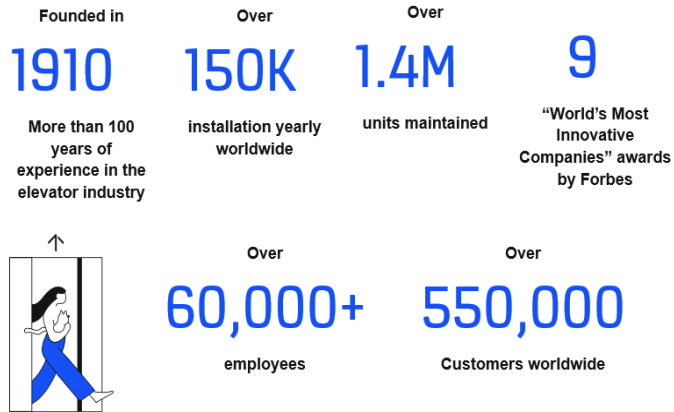


1. Why KONE?

KONE in brief




KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



Value for your project

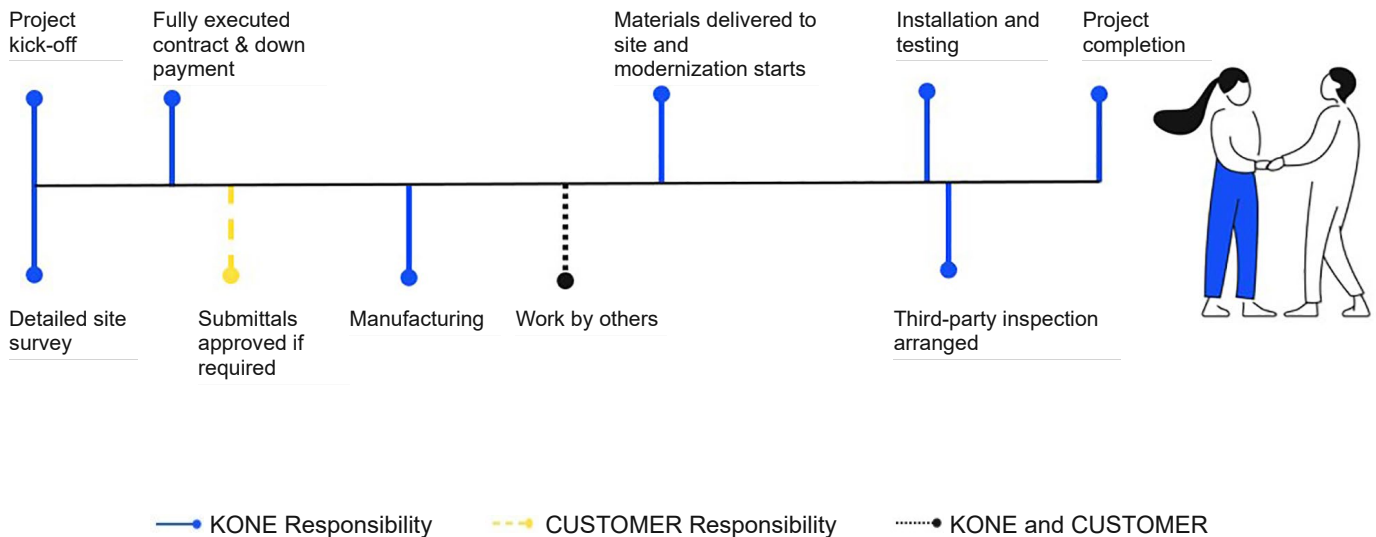
KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

-  Increased user satisfaction/minimal disturbance to end-users
-  Improved eco-efficiency, reduced energy consumption
-  Improved safety according to latest standards



2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1 Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2 Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades



3. Your solution

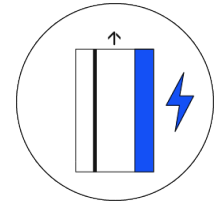
Rated load	4000 lbs
Rated speed	125 fpm
Travel height	24 ft 2 in
Number of floors	3 floors / 3 front openings / 0 rear opening

Rated load	4000 lbs
Rated speed	125 fpm
Travel height	24 ft 2 in
Number of floors	3 floors / 3 front openings / 0 rear opening

Electrification

KONE HydroMod DX

KONE HydroMod DX is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE HydroMod DX is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

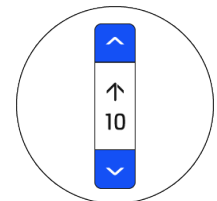


A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Fixtures

Custom Fixtures

New signalization shall be provided as required.



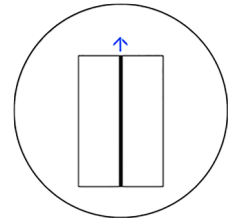
Doors

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

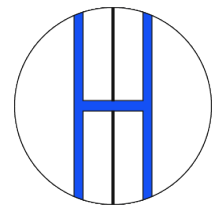
A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Shaft equipment

Guide Shoes

New roller guide assemblies shall be provided.



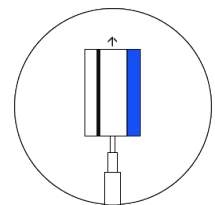
Hydraulic equipment

Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including safety check valve, up direction valve with high pressure relief including up leveling and soft stop features, lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load. We've also included a Silencer Muffler due to the location of the machine room in respect to office work space to quieten down the operation of the hydraulic tanks.

An up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective.





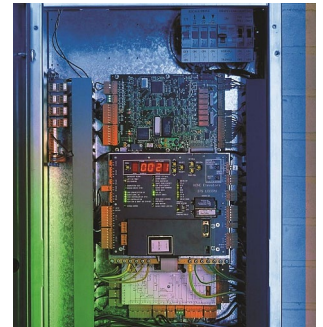
Solution details

Elevator / Solution 1

Electrification

Product name **KONE HydroMod DX**

Elevator group size	Simplex
Number of floors served	3
Code year	2019
Speed [FPM]	125
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	480
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Card reader provisions	Controller will be equipped with card reader interface logic.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.
Qty of COPs	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable. In addition to our standard traveling cable, a second traveling cable be provided for security and/or card reader provisions.
Positive Pressure Switch	Yes



Fixtures

Product name **Custom Fixtures**

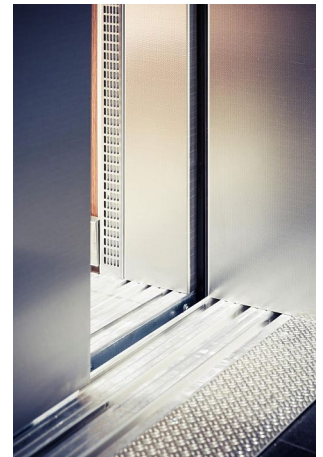
Number of floors served	3
Capacity [LBS]	4000
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	3
Qty of car direction lanterns	1
Qty of hoistway access switches	2



Doors

Product name **Curtain of Light**

Number of floors served	3
Code year	2019
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name **GAL Door Equipment**

Elevator group size	Simplex
Number of floors served	3
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.

Shaft equipment

Product name **Guide Shoes**

Capacity [LBS]	4000
Speed [FPM]	125
Car guide shoe type	KONE RG100 (Roller)
New car guide shoes	New spring dampened roller guide shoes will be provided.

Hydraulic equipment

Product name **Power Unit**

Capacity [LBS]	4000
Speed [FPM]	125
Type of power unit	Submersible
New motor size (hp)	50
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Field Pipe Length (in)	240
Field Pipe Size	2"
Jack location	Inground
Jack type	Single Stage
Load class	Passenger



Low Oil Switch	An Up traveling car will automatically descend to the lower terminal landing if the hydraulic system does not have a sufficient reservoir of oil. Power operated car and hoistway doors will automatically open at the lowest terminal landing permitting passenger egress. The doors will then automatically close and all control buttons, except the Door Open Button in the car operating panel, will be made ineffective
Positive Pressure Switch	Yes
Qty Jacks per Car	1

4. Commercial Offer

Handover date Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **15 weeks** from when order receipt, deposit and approval of drawings have all been completed . The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period 4 weeks per unit

Warranty/maintenance Our proposal does not include any warranty maintenance.

Pricing

Equipment	Shaft equipment	Fixtures	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: Solution 1	•	•	•	•	•	\$ 122,949.95
Elevator: Solution 1	•	•	•	•	•	\$ 122,950.05

Total Sales Price, \$ 245,900.00

Additional Options for your Consideration

<u>Alternates</u>	<u>Price excl. tax</u>
Cab Refresh Per Car (Wall Decoration/Handrails/LED Ceiling)	\$20,000.00



Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

This proposal does not account for tariffs imposed after February 1, 2025, due to the volatility of global economic politics. While KONE is actively working to mitigate impacts through strategic sourcing and logistics, tariff rates are subject to change and shall be assessed at the time of import. To help manage this uncertainty, KONE recommends a contingency allowance to be set-aside for tariffs, which may be discussed during the final negotiation of the contract with your local KONE sales professional.



Tender Approval

KONE

Rob Helton
4710 Eisenhower Blvd Suite B1
Tampa, FL, 33643,
rob.helton@kone.com

Owner/Representative

Nick Genna
CITY OF NORTH PORT
4970 CITY HALL BLVD
NORTH PORT, Florida, 34286

Submitted by:

Rob Helton
Senior Mod Sales
04/28/2026

We accept the offer constituted by this proposal (total sales price of \$ 245,900.00 and agree to the conditions contained therein.

Approved by Customer

Printed name: _____

Title:

Company name:

Date:



Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected



Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments "A" and "B".
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations 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, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer 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 ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos 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.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.



Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.



Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

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"). 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 for KONE to perform its work shall be the customer's sole responsibility and expense. Prior to the execution of the contract, the owner and/or the general contractor are responsible for providing written notification to KONE of the existence of HazMat in any location where KONE's work will be performed. Should the customer require elevator personnel to position/reposition the elevator equipment to allow the customer's abatement company to perform abatement work, KONE will present a separate proposal for additional work to the customer.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.



14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE 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 unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

If materials are manufactured more than twelve months after Contract date, KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping. Further, KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Work By Others Scope of Work

1. Electrical Scope of Work:
 - a. Ensure the safe disconnection of the existing main-line and cab light electrical circuits as required for the elevator modernization.
 - b. Retain the (2) existing heavy duty main-line fusible and lockable disconnects for the new elevator controller. Retain the existing main feed breakers, conductors and conduits, they shall be reworked as necessary.
 - c. Retain the (2) existing shunt trip enclosed circuit breakers in the existing electrical panel.
 - d. Furnish and install (2) new surge protection devices for the main-line disconnect.
 - e. Retain the (2) existing general duty fusible and lockable disconnects for the cab light circuit. Retain the existing cab light breakers, conductors and conduits, they shall be reworked as necessary.
 - f. Furnish and install (2) new general duty fusible and lockable disconnects for the emergency communication equipment.
 - g. Furnish and install new LED lighting and GFCI receptacle in the machine room.
 - h. Furnish and install new LED vapor proof lighting and GFCI receptacle in the elevator pit.
2. HVAC Scope of Work:
 - a. This pricing assumes the use of our named subcontractor. The required vendor has not yet provided Vantix with pricing for this project.
 - b. Furnish and install a new circuit and disconnects for the new HVAC unit.
 - c. Furnish and install a new 2-ton mini-split HVAC systems specifically designed for the machine room. Install the necessary line set, refrigerant, and perform factory commissioning. This HVAC unit is engineered to satisfy the thermal regulation requirements of the machine room for both cooling and heating.
3. Generator/ATS Scope of Work:
 3. This pricing assumes the use of our named subcontractor. The required vendor has not yet provided Vantix with pricing for this project.
 4. The price is based upon the existing generator being appropriately sized and has been maintained in optimum operational condition.
 5. Retain the existing ATS, dry contacts, and signal cables designated for pre-transfer and post-transfer operations.
 6. Furnish and install 1-inch raceways and back boxes connecting the ATS to the elevator hoistway for the installation of new pre-transfer and post-transfer signal cables.
 7. Furnish and install new cables designated for pre-transfer and post-transfer signal applications.
 8. Ensure the presence of a generator technician on the inspection day to conduct a mock generator transfer test.
4. Fire Alarm Scope of Work:
 - a. This pricing assumes the use of our named subcontractor. The required vendor has not yet provided Vantix with pricing for this project.
 - b. It is assumed that the existing fire alarm system is addressable, operational, and possesses the capacity to accommodate any additional devices.
 - c. Machine Room:

- Retain and reuse the existing smoke detector, heat detector, primary & alternate relays, fire hat relay, and shunt trip relay.
- d. Hoistway:
 - Retain and reuse the existing smoke detector and heat detector in the hoistway.
- e. Landings:
 - Retain and reuse the existing smoke detector at each landing stop.
- f. Pre-Test & Inspection:
 - This quote includes labor for one (1) pre-test and one (1) state-mandated elevator inspection.
- 6. Carpentry Scope of Work:
 - a. No carpentry scope has been included in this bid.
- 7. Painting Scope of Work:
 - a. No painting scope has been included in this bid.
- 8. Sump Pump Scope of Work:
 - a. No sump pump scope has been included in this bid.
- 9. Sprinkler Scope of Work:
 - a. No sprinkler scope has been included in this bid.
- 10. Roofing Scope of Work:
 - a. No roofing scope has been included in this bid.
- 11. Concrete Scope of Work:
 - a. No concrete scan, cuts, removal, or patching scope has been included in this bid.
- 12. Steel Trap Door Scope of Work:
 - a. No steel trap door scope has been included in this bid.
- 13. Structural Steel Scope of Work:
 - a. No structural steel scope has been included in this bid.
- 14. Protection of Cab Interiors Scope of Work:
 - a. No cab protection scope has been included in this bid.
- 15. Barricade and Floor Protection Scope of Work:
 - a. No barricade or floor protection scope has been included in this bid.
- 16. Water Proofing Scope of Work:
 - a. No waterproofing scope has been included in this bid.
- 17. Cab Flooring Scope of Work:
 - a. No cab flooring scope has been included in this bid.
- 18.
 - a. No cab flooring scope has been included in this bid.



ELEVATOR AND ESCALATOR MAINTENANCE AND SERVICES
Executive Summary

Lead Agency: City of Kansas City, MO

Solicitation: RFP # EV2516

RFP Issued: May 1, 2018

Pre-Proposal Date: May 15, 2018

Response Due Date: June 8, 2018

Proposals Received: 1

Awarded to: Kone, Inc.

The City of Kansas City, Missouri Procurement Services Division issued RFP #EV2516 on May 1, 2018, to establish a national cooperative contract for Elevator and Escalator Maintenance and Services.

The solicitation included cooperative purchasing language in Section 3 - U.S. Communities and Section 22 - Cooperative Procurement with other jurisdictions.

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

- City of Kansas City website
- US Communities Website
- Business Tribune, Oregon
- Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA

On June 8, 2018 proposals were received from the following offerors:

- Kone, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Kone, Inc. and proceeding with contract award upon successful completion of negotiations.

The City of Kansas City, U.S. Communities and Kone, Inc. successfully negotiated a contract, and the City of Kansas City executed the agreement with a contract effective date of December 1, 2018.

Contract includes:

- Comprehensive elevator and escalator maintenance/services for vertical transportation needs
- Maintenance and safety inspections and certification programs
- Elevator phone monitoring 24x7x365

- GPS Proximity dispatching of Technician for fastest response time for entrapment
- Automatic emails to designated personnel every time a technician provides maintenance, callback or repair services
- Kone Care 24/7 Connect utilizing IBM Watson technologies and data analytics
- Online training

Term:

Initial five (5) year agreement from December 1, 2018 through November 30, 2024 with the option to renew for three (3) additional two-year periods through November 30, 2030.

Pricing/Discount:

- Fixed pricing for years 1-3 of contract. 3.25% price adjustment in year 4 and no increase in year 5. See pricing term for years 6-11.

OMNIA Partners, Public Sector Web Landing Pages:

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

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: 

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/ge_118522_1678150.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 City'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 Majeure. 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 C
NATIONAL PRICING**

PROPOSAL ITEM No. 27: National Percentage Mark-Up for Materials and Parts

IUEC LOCAL UNION NO	CITY/CITIES	PERCENTAGE MARK-UP FOR REQUIRED MATERIALS AND PARTS
2	Chicago, IL	10% profit 15% overhead from list
3	St. Louis, MO & Evansville, IN	10% profit 15% overhead from list
4	Boston, MA & Portland, ME	10% profit 15% overhead from list
5	Philadelphia, PA	10% profit 15% overhead from list
6	Pittsburgh/Erie/Wheeling	10% profit 15% overhead from list
7	Baltimore, MD	10% profit 15% overhead from list
8	San Francisco, CA	10% profit 15% overhead from list
9	Minneapolis/Duluth, MN	10% profit 15% overhead from list
10	Washington, D C	10% profit 15% overhead from list
11	Cincinnati, OH	10% profit 15% overhead from list
12	Kansas City, MO & Wichita, KS	10% profit 15% overhead from list
14	Buffalo, NY	10% profit 15% overhead from list
15	Milwaukee/Green Bay, WI	10% profit 15% overhead from list
16	New Orleans, LA/Jackson, MS	10% profit 15% overhead from list
17	Cleveland, OH	10% profit 15% overhead from list
18	Los Angeles, CA/Las Vegas, NV	10% profit 15% overhead from list
19	Seattle, WA, Spokane, WA & Billings, MT	10% profit 15% overhead from list
19	Anchorage, Alaska	10% profit 15% overhead from list
20	Louisville, KY	10% profit 15% overhead from list
21	Dallas/Ft. Worth, TX	10% profit 15% overhead from list
23	Portland, OR	10% profit 15% overhead from list
24	Birmingham, AL	10% profit 15% overhead from list
25	Denver, CO	10% profit 15% overhead from list
27	Rochester, NY	10% profit 15% overhead from list
28	Omaha, NE	10% profit 15% overhead from list
30	Memphis, TN	10% profit 15% overhead from list
31	Houston, TX	10% profit 15% overhead from list
32	Atlanta/Savannah, GA	10% profit 15% overhead from list
33	Des Moines/Cedar Rapids/Sioux City, IA & Rock Island, IL	10% profit 15% overhead from list
34	Indianapolis, IN	10% profit 15% overhead from list
35	Albany/Utica, NY	10% profit 15% overhead from list
36	Detroit, MI	10% profit 15% overhead from list

IUEC LOCAL UNION NO	CITY/CITIES	PERCENTAGE MARK-UP FOR REQUIRED MATERIALS AND PARTS
37	Columbus, OH	10% profit 15% overhead from list
38	Salt Lake City, UT	10% profit 15% overhead from list
39	Providence, RI	10% profit 15% overhead from list
41	Springfield/Worcester, MA	10% profit 15% overhead from list
44	Toledo, OH /Fort Wayne, IN & South Bend, IN	10% profit 15% overhead from list
45	Akron/Youngstown, OH	10% profit 15% overhead from list
48	Charleston/Huntington, WV	10% profit 15% overhead from list
49	Jacksonville, FL	10% profit 15% overhead from list
51	Richmond/Roanoke, VA	10% profit 15% overhead from list
52	Norfolk, VA	10% profit 15% overhead from list
55	Peoria, IL & Springfield, IL	10% profit 15% overhead from list
59	Harrisburg, PA	10% profit 15% overhead from list
62	Syracuse/Binghamton, NY	10% profit 15% overhead from list
63	Oklahoma City, OK	10% profit 15% overhead from list
71	Miami, FL	10% profit 15% overhead from list
74	Tampa, FL	10% profit 15% overhead from list
79	Little Rock, AR & Shreveport, LA	10% profit 15% overhead from list
80	Greensboro/Raleigh-Durham, NC	10% profit 15% overhead from list
81	San Antonio, TX	10% profit 15% overhead from list
83	Tulsa, OK	10% profit 15% overhead from list
84	Reading/Allentown/Seranton/Wilkes Barre, PA	10% profit 15% overhead from list
85	Lansing, MI	10% profit 15% overhead from list
91	New Haven, CT	10% profit 15% overhead from list
93	Nashville/Chattanooga, TN	10% profit 15% overhead from list
93	Knoxville, TN (Formerly Local No. 64)	10% profit 15% overhead from list
124	Mobile, AL	10% profit 15% overhead from list
126	Honolulu, HI	10% profit 15% overhead from list
131	Albuquerque, NM/El Paso, TX	10% profit 15% overhead from list
132	Madison, WI & Rockford, IL	10% profit 15% overhead from list
133	Austin, TX	10% profit 15% overhead from list
135	Charlotte, NC/Columbia, SC	10% profit 15% overhead from list
138	Poughkeepsie, NY	10% profit 15% overhead from list
139	Orlando, FL	10% profit 15% overhead from list
140	Phoenix - Tucson, AZ	10% profit 15% overhead from list

: 28. National Regular Maintenance Service

Provide repair service of elevators, dumbwaiters, handicap lifts, and escalators for all brands, such as Kone, Montgomery, Otis, Schondler, Thyssen Krupp, Dover, Serge, Monthgomery, Millar, Amtech, US Elevator Molar, Motion and Swift and others.

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
2	Chicago, IL	\$176.92	\$266.52	\$146.60	\$218.28
3	St. Louis, MO & Evansville, IN	\$166.26	\$248.54	\$138.26	\$204.08
4	Boston, MA & Portland, ME	\$180.48	\$273.44	\$149.38	\$223.74
5	Philadelphia, PA	\$190.88	\$287.22	\$157.76	\$234.82
6	Pittsburgh/Erie/Wheeling	\$170.48	\$255.36	\$141.66	\$209.58
7	Baltimore, MD	\$151.36	\$224.42	\$126.42	\$184.88
8	San Francisco, CA	\$214.68	\$327.62	\$176.52	\$266.86
9	Minneapolis/Duluth, MN	\$158.40	\$234.76	\$131.98	\$193.06
10	Washington, D C	\$153.38	\$228.14	\$128.08	\$187.90
11	Cincinnati, OH	\$146.50	\$216.50	\$122.56	\$178.56
12	Kansas City, MO & Wichita, KS	\$167.64	\$251.26	\$139.40	\$206.30
14	Buffalo, NY	No Coverage	No Coverage	No Coverage	No Coverage
15	Milwaukee/Green Bay, WI	\$168.78	\$254.18	\$140.28	\$208.62
16	New Orleans, LA/Jackson, MS	\$147.34	\$216.70	\$123.38	\$178.88
17	Cleveland, OH	\$159.92	\$238.22	\$133.16	\$195.80
18	Los Angeles, CA/Las Vegas, NV	\$188.62	\$285.88	\$155.98	\$233.80
19	Seattle, WA, Spokane, WA & Billings, MT	\$166.52	\$250.86	\$138.36	\$205.82
19	Anchorage, Alaska	No Coverage	No Coverage	No Coverage	No Coverage
20	Louisville, KY	\$149.02	\$221.06	\$124.60	\$182.24
21	Dallas/Ft. Worth, TX	\$143.92	\$213.26	\$120.64	\$176.10
23	Portland, OR	\$179.22	\$271.38	\$148.50	\$222.24
24	Birmingham, AL	\$142.96	\$209.06	\$119.88	\$172.76
25	Denver, CO	\$148.14	\$218.66	\$123.90	\$180.32
27	Rochester, NY	No Coverage	No Coverage	No Coverage	No Coverage
28	Omaha, NE	\$141.90	\$210.42	\$118.92	\$173.74
30	Memphis, TN	\$149.92	\$222.60	\$125.40	\$183.56
31	Houston, TX	\$145.68	\$215.94	\$122.00	\$178.22
32	Atlanta/Savannah, GA	\$144.48	\$214.08	\$121.06	\$176.76
33	Des Moines/Cedar Rapids/Sioux City, IA & Rock Island, IL	\$152.70	\$226.20	\$127.56	\$186.36
34	Indianapolis, IN	\$150.70	\$224.44	\$125.86	\$184.86
35	Albany/Utica, NY	\$156.76	\$232.66	\$130.76	\$191.48
36	Detroit, MI	\$173.90	\$261.84	\$144.32	\$214.68
37	Columbus, OH	\$147.30	\$217.86	\$123.20	\$179.66
38	Salt Lake City, UT	\$144.86	\$215.42	\$121.30	\$177.74
39	Providence, RI	\$164.62	\$245.48	\$136.90	\$201.60

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
41	Springfield/Worcester, MA	\$180.48	\$273.44	\$149.38	\$223.74
44	Toledo, OH /Fort Wayne, IN & South Bend, IN	\$155.12	\$231.62	\$129.36	\$190.56
45	Akron/Youngstown, OH	\$154.26	\$229.06	\$128.70	\$188.52
48	Charleston/Huntington, WV	\$155.10	\$227.36	\$129.42	\$187.22
49	Jacksonville, FL	\$137.06	\$199.72	\$115.16	\$165.28
51	Richmond/Roanoke, VA	\$138.66	\$205.48	\$116.42	\$169.88
52	Norfolk, VA	\$140.08	\$207.80	\$117.56	\$171.72
55	Peoria, IL & Springfield, IL	\$161.66	\$241.10	\$134.62	\$198.16
59	Harrisburg, PA	\$170.68	\$207.80	\$141.88	\$209.80
62	Syracuse/Binghamton, NY	\$156.76	\$232.66	\$130.76	\$191.48
63	Oklahoma City, OK	\$137.10	\$201.72	\$115.18	\$166.88
71	Miami, FL	\$152.86	\$263.44	\$127.68	\$185.86
74	Tampa, FL	\$148.78	\$219.48	\$124.52	\$181.08
79	Little Rock, AR & Shreveport, LA	\$146.74	\$219.14	\$122.88	\$180.80
80	Greensboro/Raleigh-Durham, NC	\$140.76	\$207.52	\$118.12	\$171.52
81	San Antonio, TX	\$150.76	\$225.00	\$126.12	\$185.52
83	Tulsa, OK	\$134.30	\$196.92	\$112.94	\$163.04
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$170.68	\$255.58	\$141.88	\$209.80
85	Lansing, MI	\$174.88	\$263.44	\$145.08	\$215.94
91	New Haven, CT	\$188.48	\$284.26	\$155.94	\$232.56
93	Nashville/Chattanooga, TN	\$141.84	\$208.84	\$118.94	\$172.54
93	Knoxville, TN (Formerly Local No. 64)	\$150.20	\$222.36	\$125.54	\$183.28
124	Mobile, AL	\$141.16	\$205.76	\$118.42	\$170.10
126	Honolulu, HI	\$186.72	\$282.08	\$154.38	\$230.66
131	Albuquerque, NM/El Paso, TX	\$142.02	\$211.00	\$119.08	\$174.26
132	Madison, WI & Rockford, IL	\$165.06	\$247.28	\$137.24	\$203.02
133	Austin, TX	\$148.14	\$220.50	\$124.02	\$181.90
135	Charlotte, NC/Columbia, SC	\$140.76	\$207.52	\$118.12	\$171.52
138	Poughkeepsie, NY	\$203.54	\$309.16	\$167.84	\$252.34
139	Orlando, FL	\$144.80	\$212.32	\$121.30	\$175.30
140	Phoenix - Tucson, AZ	\$149.06	\$223.10	\$124.68	\$183.92

PROPOSAL ITEM No. 29: National Emergency Troubleshooting Service

Provide emergency and troubleshooting services for elevators, dumbwaiters, handicap lifts, and escalators for all brands such as Kone, Otis, Schindler, Dover, Thyssen Krupp, Serge, Amtech, Molar

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
2	Chicago, IL	\$176.92	\$266.52	\$146.60	\$218.28
3	St. Louis, MO & Evansville, IN	\$166.26	\$248.54	\$138.26	\$204.08
4	Boston, MA & Portland, ME	\$180.48	\$273.44	\$149.38	\$223.74
5	Philadelphia, PA	\$190.88	\$287.22	\$157.76	\$234.82
6	Pittsburgh/Erie/Wheeling	\$170.48	\$255.36	\$141.66	\$209.58
7	Baltimore, MD	\$151.36	\$224.42	\$126.42	\$184.88
8	San Francisco, CA	\$214.68	\$327.62	\$176.52	\$266.86
9	Minneapolis/Duluth, MN	\$158.40	\$234.76	\$131.98	\$193.06
10	Washington, D C	\$153.38	\$228.14	\$128.08	\$187.90
11	Cincinnati, OH	\$146.50	\$216.50	\$122.56	\$178.56
12	Kansas City, MO & Wichita, KS	\$167.64	\$251.26	\$139.40	\$206.30
14	Buffalo, NY	No Coverage	No Coverage	No Coverage	No Coverage
15	Milwaukee/Green Bay, WI	\$168.78	\$254.18	\$140.28	\$208.62
16	New Orleans, LA/Jackson, MS	\$147.34	\$216.70	\$123.38	\$178.88
17	Cleveland, OH	\$159.92	\$238.22	\$133.16	\$195.80
18	Los Angeles, CA/Las Vegas, NV	\$188.62	\$285.88	\$155.98	\$233.80
19	Seattle, WA, Spokane, WA & Billings, MT	\$166.52	\$250.86	\$138.36	\$205.82
19	Anchorage, Alaska	No Coverage	No Coverage	No Coverage	No Coverage
20	Louisville, KY	\$149.02	\$221.06	\$124.60	\$182.24
21	Dallas/Ft. Worth, TX	\$143.92	\$213.26	\$120.64	\$176.10
23	Portland, OR	\$179.22	\$271.38	\$148.50	\$222.24
24	Birmingham, AL	\$142.96	\$209.06	\$119.88	\$172.76
25	Denver, CO	\$148.14	\$218.66	\$123.90	\$180.32
27	Rochester, NY	No Coverage	No Coverage	No Coverage	No Coverage
28	Omaha, NE	\$141.90	\$210.42	\$118.92	\$173.74
30	Memphis, TN	\$149.92	\$222.60	\$125.40	\$183.56
31	Houston, TX	\$145.68	\$215.94	\$122.00	\$178.22
32	Atlanta/Savannah, GA	\$144.48	\$214.08	\$121.06	\$176.76
33	Des Moines/Cedar Rapids/Sioux City, IA & Rock Island, IL	\$152.70	\$226.20	\$127.56	\$186.36
34	Indianapolis, IN	\$150.70	\$224.44	\$125.86	\$184.86
35	Albany/Utica, NY	\$156.76	\$232.66	\$130.76	\$191.48
36	Detroit, MI	\$173.90	\$261.84	\$144.32	\$214.68
37	Columbus, OH	\$147.30	\$217.86	\$123.20	\$179.66

IUEC LOCAL UNION NO	CITY/CITIES	LICENSED ELEVATOR MECHANIC (RWH)	LICENSED ELEVATOR MECHANIC (OT)	ELEVATOR MECHANIC HELPER (RWH)	ELEVATOR MECHANIC HELPER (OT)
38	Salt Lake City, UT	\$144.86	\$215.42	\$121.30	\$177.74
39	Providence, RI	\$164.62	\$245.48	\$136.90	\$201.60
41	Springfield/Worcester, MA	\$180.48	\$273.44	\$149.38	\$223.74
44	Toledo, OH./Fort Wayne, IN & South Bend, IN	\$155.12	\$231.62	\$129.36	\$190.56
45	Akron/Youngstown, OH	\$154.26	\$229.06	\$128.70	\$188.52
48	Charleston/Huntington, WV	\$155.10	\$227.36	\$129.42	\$187.22
49	Jacksonville, FL	\$137.06	\$199.72	\$115.16	\$165.28
51	Richmond/Roanoke, VA	\$138.66	\$205.48	\$116.42	\$169.88
52	Norfolk, VA	\$140.08	\$207.80	\$117.56	\$171.72
55	Peoria, IL & Springfield, IL	\$161.66	\$241.10	\$134.62	\$198.16
59	Harrisburg, PA	\$170.68	\$207.80	\$141.88	\$209.80
62	Syracuse/Binghamton, NY	\$156.76	\$232.66	\$130.76	\$191.48
63	Oklahoma City, OK	\$137.10	\$201.72	\$115.18	\$166.88
71	Miami, FL	\$152.86	\$263.44	\$127.68	\$185.86
74	Tampa, FL	\$148.78	\$219.48	\$124.52	\$181.08
79	Little Rock, AR & Shreveport, LA	\$146.74	\$219.14	\$122.88	\$180.80
80	Greensboro/Raleigh-Durham, NC	\$140.76	\$207.52	\$118.12	\$171.52
81	San Antonio, TX	\$150.76	\$225.00	\$126.12	\$185.52
83	Tulsa, OK	\$134.30	\$196.92	\$112.94	\$163.04
84	Reading/Allentown/Scranton/Wilkes Barre, PA	\$170.68	\$255.58	\$141.88	\$209.80
85	Lansing, MI	\$174.88	\$263.44	\$145.08	\$215.94
91	New Haven, CT	\$188.48	\$284.26	\$155.94	\$232.56
93	Nashville/Chattanooga, TN	\$141.84	\$208.84	\$118.94	\$172.54
93	Knoxville, TN (Formerly Local No. 64)	\$150.20	\$222.36	\$125.54	\$183.28
124	Mobile, AL	\$141.16	\$205.76	\$118.42	\$170.10
126	Honolulu, HI	\$186.72	\$282.08	\$154.38	\$230.66
131	Albuquerque, NM/El Paso, TX	\$142.02	\$211.00	\$119.08	\$174.26
132	Madison, WI & Rockford, IL	\$165.06	\$247.28	\$137.24	\$203.02
133	Austin, TX	\$148.14	\$220.50	\$124.02	\$181.90
135	Charlotte, NC/Columbia, SC	\$140.76	\$207.52	\$118.12	\$171.52
138	Poughkeepsie, NY	\$203.54	\$309.16	\$167.84	\$252.34
139	Orlando, FL	\$144.80	\$212.32	\$121.30	\$175.30
140	Phoenix - Tucson, AZ	\$149.06	\$223.10	\$124.68	\$183.92

EXHIBIT D

OVERTIME RATES

When overtime rates are authorized, those rates will be as follows:

LICENSED ELEVATOR MECHANIC (OT): \$218.66
ELEVATOR MECHANIC HELPER (OT): 194.42
ELEVATOR MECHANIC TEAM (OT) (mechanic + helper): \$413.08

LICENSED ELEVATOR MECHANIC (DT): \$251.45
ELEVATOR MECHANIC HELPER (DT): \$223.58
ELEVATOR MECHANIC TEAM (DT) (mechanic + helper): \$475.

RFP:

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

Beaverton School District, OR

City and County of Denver, CO

City of Charlotte, NC

City of Chicago, IL

City of El Paso, TX

City of Houston, TX

City of Kansas City, MO

City of Los Angeles, CA

City of Ocean City, NJ

City of Seattle, WA

Cobb County, GA

Denver Public Schools, CO

Emory University, GA

Fairfax County, VA

Fresno Unified School District, CA

Great Valley School District, PA

Harford County Public Schools, MD

Hennepin County, MN

Los Angeles County, CA

Maricopa County, AZ

Miami-Dade County, FL

North Carolina State University, NC

Onondaga County, NY

Port of Portland, OR

Prince William County Schools, VA

San Diego Unified School District, CA

State of Iowa, IA

State of Louisiana, LA

The Ohio State University, OH

The School District of Collier County

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.

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).

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.
-

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

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.

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.
-

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 use 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 user's 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.
-

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
-

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.
-

12. INTERVIEWS

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

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.
-

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.

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.
-

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).

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.
-

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.
-

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.

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.
-

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.

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

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>

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.**

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.
-

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>

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>

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.

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.

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.

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.

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.

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.



Response to Legal Request

To: Chelsea Buell, Public Works

From: Michael Golen, Deputy City Attorney *M. Golen*

Copy: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager
Michael Fuino, B.C.S., City Attorney
Jason Yarborough, ICMA-CM, Deputy City Manager
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Chuck Speake, Public Works Director
Lamar Garlington, Assistant Public Works Director
Kaitlyn Griffin, Performance & Accountability Officer
Lori Hollingshead, Business Operations Administrator

Date: April 20, 2026

Regarding: Cooperative Agreement - Contract EV2516 with Kansas City, Missouri - KONE, Inc. - Elevator Maintenance and Repair Services (3243)

The above-referenced Legal Request has been reviewed.

The attached contract as presented is legally correct as to form. The term began on December 1, 2018, and ends on November 30, 2029. Before entering into this contract the City should verify that the vendor is able to provide the services required in the City's location.

This item may have a financial impact on the City. Please verify with the Finance Department whether their review is required prior to submitting this item for Commission approval.

Please let me know if there are any questions, comments, or concerns. Any modifications to the document will necessitate further legal review.