

**SERIAL 230122-RFP ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW  
CONSTRUCTION, MODERNIZATION, MAINTENANCE AND REPAIR  
SERVICES**

**DATE OF LAST REVISION: June 28, 2023**

**CONTRACT END DATE: June 30, 2026**

**CONTRACT PERIOD THROUGH JUNE 30, 2026**

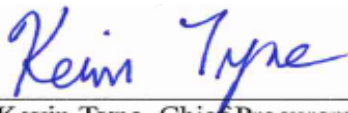
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW  
CONSTRUCTION, MODERNIZATION, MAINTENANCE AND REPAIR  
SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 28, 2023 (Eff. 07/01/2023)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

RN/mm  
Attach

Copy to: Office of Procurement Services  
Sammi Birchard, Facilities Management Department

(Please remove Serial 190266-IGA from your contract notebooks)



## **CONTRACT ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE AND REPAIR SERVICES 230122-RFP**

This contract is entered into this 28<sup>th</sup> day of June 2023 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Kone Inc., an Illinois corporation ("Contractor") for the purchase of a complete line of elevator and escalator new construction, modernization, maintenance and repair services. Services proposed shall include, but are not limited to, repairs, replacement (or alteration), modernization solutions, new construction, calibration, and service of elevator(s), escalator(s), or related equipment.

### **1.0 CONTRACT TERM**

1.1 This contract is for a term of three years, beginning on the 1<sup>st</sup> of July 2023 and ending the 30<sup>th</sup> of June 2026.

### **2.0 OPTION TO RENEW**

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of seven additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### **3.0 CONTRACT COMPLETION**

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### **4.0 PRICE ADJUSTMENTS**

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit A – Vendor Information and Pricing.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The Contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the department as listed on the purchase order.

5.3.4 Payment shall only be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an electronic funds transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.

5.3.5 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.

5.3.6 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.

- 5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to a municipality or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

## 6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

## 7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If contractor does not want to grant such access to a member of SAVE, state so in contractor's bid. In the absence of a statement to the contrary, the County will assume that contractor does wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

## 8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and

may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

**9.0 DUTIES**

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**10.0 TERMS AND CONDITIONS**

**10.1 INDEMNIFICATION**

10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the contractor, the contractor shall defend, indemnify, and hold harmless the County (as Owner), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Notwithstanding any other provision to the contrary, the Contractor shall only defend, indemnify, and hold County harmless for claims, damages, losses, or expenses due to bodily injury, sickness, or disease, including death, or injury to, impairment of or destruction of tangible property, including loss of use resulting therefrom to the extent caused by the Contractor's negligent acts, errors, omissions, or mistake in the performance of this Contract.

10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

10.1.4 The scope of this indemnification does not extend to the sole negligence of County.

10.1.5 In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, liquidated, performance penalties 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.

**10.2 INSURANCE**

10.2.1 Contractor, at Contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly

licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage

for liability arising from explosion, collapse, or underground property damage.

**10.2.9.2 Automobile Liability**

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

**10.2.9.3 Workers' Compensation**

10.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability, or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

**10.2.9.4 Builder's Risk (Property) Insurance**

Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial contract amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Contractor, and all subcontractors and sub-subcontractors in the work during the life of the contract and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full contract amount, unless otherwise required by the contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, and demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the contract. Builders' Risk insurance must provide coverage from the time any covered property comes under Contractor's control and/or responsibility, and continue without interruption during construction,

renovation, or installation, including any time during which the covered property is being transported to the construction installation site and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory. If the contract requires testing of equipment or other similar operations, at the option of County, Contractor will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy or the Builders' Risk Insurance policy.

10.2.10 Certificates of Insurance

10.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

10.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

10.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

10.2.10.4 Certificates of Insurance shall identify Maricopa County as the certificate holder as follows:

**Maricopa County  
c/o Risk Management  
301 W Jefferson St., Suite 910  
Phoenix, AZ 85003**

10.2.11 Cancellation and Expiration Notice

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 301 W. Jefferson St. Suite 700, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 FORCE MAJEURE

10.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes include, but are not limited to, acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or



usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service, and pandemic.

10.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

10.3.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

10.4 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

10.5 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

10.6 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to use the Internet to communicate and to place orders under this contract.

10.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

10.8 PURCHASE ORDERS

10.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

10.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

10.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g., Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

10.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

10.11 STOP WORK ORDER

10.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

10.11.1.1 cancel the stop work order; or

10.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.

10.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

10.12 TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

10.13 TERMINATION FOR DEFAULT

10.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.13.1.2 make progress, so as to endanger performance of this contract; or

10.13.1.3 perform any of the other provisions of this contract.

10.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

10.14 PERFORMANCE

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

10.15 CONTRACTOR EMPLOYEE MANAGEMENT

10.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.

10.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.

10.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.

10.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

10.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

10.16 TECHNICAL TRAINING TO COUNTY STAFF

10.16.1 Contractor may be required to provide technical expertise training in elevator and escalator repair and/or maintenance services. Training requested may be for old or new technology.

10.16.2 Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of for training shall be line item priced in the pricing section of the contract. Exceptions: Equipment purchased under project work shall be specified in the job scope to include training.

10.16.3 Training sessions shall be provided upon request by applicable County agencies.

10.16.4 Training shall be held at a County facility unless it is deemed necessary for the training to take place at contractor's facility.

10.16.5 Technical training shall be performed during regular business hours.

10.16.6 Contractor shall provide all training aids (e.g., service manuals, mock-up equipment; etc.).

10.16.7 County, under a separate purchase order, may purchase service manuals.

10.17 WARRANTY OF SERVICES

10.17.1 All services furnished under this contract shall conform to the requirements of this contract.

10.17.2 Service and/or Repair Warranty

10.17.2.1 The warranty shall cover all parts and labor for a period of one year from installation and formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

10.17.2.2 Contractor shall indicate on the price sheet the duration of the warranty beyond one year and any applicable limitations or conditions which may apply.

10.17.2.3 If any maintenance deficiencies are identified during the term of the agreement, Contractor will work with the County under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the County 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 County 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 12 months after new equipment accepted by customer, and 90-days from repair work completed by Contractor.

10.17.2.4 Contractor agrees that it will, at its own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. Contractor shall guarantee the services to be supplied comply with all applicable regulations.

10.17.2.5 Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications and attachments made a part of this contract. County's acceptance of services or goods provided by the contractor shall not relieve the contractor from its obligations under this warranty.

10.17.2.6 In addition to its other remedies, County may, at the contractor's expense, require prompt correction of any services failing to meet the contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

#### 10.17.3 Project and/or New Installation Warranty

Project and/or new installation warranty shall cover all parts and labor for a period of one year from installation and formal acceptance by the County. Any manufacturer warranty beyond one year shall be passed on to the County.

### 10.18 INSPECTION OF SERVICES

10.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

10.18.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

10.18.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

10.18.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

10.18.3.2 reduce the contract price to reflect the reduced value of the services performed.

10.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

10.18.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

10.18.4.2 terminate the contract for default.

#### 10.19 ACCEPTANCE

Upon completion of services, service delivery shall be deemed accepted and the warranty period shall begin when a) material(s)/equipment is installed (as necessary) and fully operational; and/or b) the department has deemed all service/work completed, including but not limited to, any inspection, repair, installation, design, development, deployment, operation, and initial training, (as applicable). Additionally, all documentation shall be completed prior to final acceptance.

#### 10.20 USAGE REPORT

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

#### 10.21 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

#### 10.22 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

#### 10.23 SUBCONTRACTING

10.23.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

10.23.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

**10.24 AMENDMENTS**

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**10.25 ADDITIONS/DELETIONS OF REQUIREMENTS**

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

**10.26 RIGHTS IN DATA**

10.26.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

10.26.2 County data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County in accordance with County record retention requirements.

**10.27 INTELLECTUAL PROPERTY RESTRICTIONS AND PART OWNERSHIP**

10.27.1 Notwithstanding anything to the contrary, Contractor retains the title and ownership of all intellectual property rights relating (whether directly or indirectly) to any materials provided by the contractor, including but not limited to stored spare parts, stored components, software, firmware, drawings, manuals, or other technical documentation

10.27.2 The County will not use software provided by the Contractor, except in connection with the use and operation of the equipment. Contractor shall retain exclusive title over any information collected by the Contractor via a remote monitoring system. The title in any spare parts and/or components stored on County property remains with the Contractor while stored and when removed from County property by the Contractor.

**10.28 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW**

10.28.1 In accordance with Section MC1-372 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by

the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

10.28.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**10.29 AUDIT DISALLOWANCES**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

**10.30 STRICT COMPLIANCE**

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

**10.31 VALIDITY**

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

**10.32 SEVERABILITY**

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

**10.33 RELATIONSHIPS**

10.33.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.33.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

**10.34 NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

10.35 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

10.36 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.36.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

10.36.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

10.36.1.2 have not within a three-year period preceding this contract:

10.36.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

10.36.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;

10.36.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;

10.36.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and

10.36.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.

10.36.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.

10.36.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.



**10.37 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS**

10.37.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

10.37.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 10.37.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**10.38 CONTRACTOR LICENSE REQUIREMENT**

10.38.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.

10.38.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

**10.39 INFLUENCE**

10.39.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

10.39.2 An attempt to influence includes, but is not limited to:

10.39.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

10.39.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

#### 10.40 CONFIDENTIAL INFORMATION

10.40.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

10.40.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

10.40.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

#### 10.41 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

#### 10.42 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

#### 10.43 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

10.44 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

10.45 FORCED LABOR

10.45.1 By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of Arizona Revised Statutes Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

10.45.2 Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

10.45.2.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

10.45.2.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.45.2.3 Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10.45.3 If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180 day period, the agreement terminates on the agreement termination date.

10.46 PRICES

10.46.1 Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

10.46.2 Contractor's price and obligations under any agreement are subject to a technical survey to be performed within 90-days of the effective date of the agreement. If a safety hazard or code violation is identified during such survey, County will immediately remove the unit from service until repairs are performed. The 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. The County agrees to indemnify, defend, and hold the Contractor harmless for any claims arising out of County's failure to comply with the Contractor's recommendation or proposal, and any obligation on the part of Contractor to indemnify or defend County with regard to such claim will be null and void. If County does not immediately approve the Contractor's proposal or recommendation, notwithstanding anything to the contrary in the agreement, Contractor reserves the right to remove that unit from service and insurance coverage without penalty.

**10.47 ORDER OF PRECEDENCE**

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

**10.48 UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION**

All contractors that receive funding must have a UEI number through <https://sam.gov/content/entity-registration>. Contractor must also remain current with the System for Award Management [www.sam.gov](http://www.sam.gov) throughout the term of the contract.

**10.49 RELIGIOUS ACTIVITIES**

The contractor agrees that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

**10.50 POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services contributed by the County or the contractor under the agreement shall be used in the performance of this agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**10.51 EQUAL EMPLOYMENT OPPORTUNITY**

10.51.1 The contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.51.2 Contractor shall comply with the following provisions:

10.51.2.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.);

10.51.2.2 The Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.);

10.51.2.3 The Age Discrimination in Employment Act of 1967, as amended (29U.S.C. §§ 621, et seq.);

10.51.2.4 The Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 2009-09, as amended, et seq. which mandates that all persons shall have equal access to employment opportunities.

10.51.2.5 Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

**10.52 CERTIFICATION REGARDING LOBBYING**

10.52.1 Contractor certifies, to the best of their knowledge and belief, that:

10.52.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to

influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant. Including the making of any federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.52.2 If any funds other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.52.3 Contractor shall include Lobbying Certification language in the award documents for all subcontractors (including sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.52.3.1 The Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any successful proposer(s) who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**10.53 CLEAN AIR ACT & CLEAN WATER ACT**

Contractor must comply with all applicable standards, orders, or requirements issued under 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).

**10.54 ENERGY POLICY AND CONSERVATION ACT**

Contractor must adhere to the 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).

**10.55 INCORPORATION OF DOCUMENTS**

10.55.1 The following are to be attached to and made part of this Contract:

10.55.1.1 Exhibit A – Vendor Information and Pricing

10.55.1.2 Exhibit B – Scope of Work

10.55.1.3 Exhibit C – PPP National Cooperative Documents

10.55.1.4 Exhibit D – Sample Participating Public Agencies Service Agreements

10.56 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
301 W. Jefferson St. Suite 700  
Phoenix, Arizona 85003-1647

For Contractor:

Kone Inc.  
4639 S. 36<sup>th</sup> St.  
Phoenix, AZ 85040

10.57 INQUIRIES

10.57.1 Administrative telephone/email inquiries shall be addressed to:

ROBERT NAMOR, PROCUREMENT OFFICER  
TELEPHONE: (602) 506-8707  
Robert.Namor@maricopa.gov

10.57.2 Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

KONE INC



\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Jeffrey S. Blum, Senior Vice President

\_\_\_\_\_  
PRINTED NAME AND TITLE  
KONE Inc. One KONE Court, Moline, IL 61265

\_\_\_\_\_  
ADDRESS

6/23/2023  
\_\_\_\_\_  
DATE

ECMS#1201556

MARICOPA COUNTY



\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

JUN 28 2023  
DATE

ATTESTED:



\_\_\_\_\_  
CLERK OF THE BOARD

JUN 28 2023  
DATE

APPROVED AS TO FORM:



\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

06/28/2023  
DATE

**EXHIBIT A: VENDOR INFORMATION AND PRICING**

COMPANY NAME:	KONE Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	4639 S. 36th Street, Phoenix, AZ 85040
REMIT TO ADDRESS:	PO Box 102425, Pasadena, CA 91189-2425
TELEPHONE NUMBER:	623-434-3599
FAX NUMBER:	602-437-0308
WWW ADDRESS:	www.kone.us
REPRESENTATIVE NAME:	Brad Smith
REPRESENTATIVE TELEPHONE NUMBER:	602-768-0028
REPRESENTATIVE EMAIL ADDRESS	brad.smith@kone.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PAYMENT TERMS: 1% 10 DAYS NET 30 DAYS

[230122-Exhibit A-Kone-Maricopa County Pricing.xlsx](#)

[230122-Exhibit A-Kone-National Pricing.xlsx](#)



**EXHIBIT B: SCOPE OF WORK****1.0 INTENT**

- 1.1 The intent of this request for proposals (RFP) is for Maricopa County to award a contract to a qualified supplier capable of providing a complete line of elevator, escalator, walkway, and lift new construction, modernization, maintenance and repair services. Services proposed shall include, but are not limited to, repairs, replacement (or alteration), modernization solutions, new construction, calibration, and service of elevator(s), escalator(s), or related equipment.
- 1.2 Maricopa County (County) is soliciting these services on behalf of itself and other government agencies. The resulting contracts may be made available through Public Promise Procurement (PPP), Powered by National Association of Counties (NACO).
- 1.3 The contractor shall furnish all necessary labor, supervision, tools, equipment, parts, and transportation necessary to perform the required services at designated County facilities. This is a preventative maintenance contract and is not a "run to failure" agreement, thus the contractor shall replace worn parts, when observed, whether due to normal wear or not, during routine maintenance and prior to failure, when possible.
- 1.4 Respondents to this solicitation shall identify a firm, fixed cost for fully burdened hourly rates for work which falls within the scope of this contract.
- 1.5 Resident Account: Contractor shall assign a technician for Maricopa County Sites for forty hours per week.
- 1.6 The contractor's primary point of contact will be the Facilities Management Department (FMD). Other County departments may use this contract, however FMD is not responsible for payments for work performed under the direction of other County departments.
- 1.7 Other governmental entities under agreement with the County may have access to services provided hereunder (see also sections 3.31 and 3.32 below).
- 1.8 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
- 1.9 The County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**2.0 SCOPE OF WORK**

- 2.1 The contractor shall perform the scope of services herein at various County building locations for FMD (locations of buildings managed by FMD can be found by visiting <https://www.maricopa.gov/2127/Facilities-Management>, "Facilities We Manage") and other County departments on an on-demand basis.
- 2.2 The Scope of Work herein shall be extended to Participating Public Agencies (PPA), as appropriate.
- 2.3 Contractor shall perform maintenance and modernization services, including but not limited to:
  - 2.3.1 Maintenance work orders for preventative and/or predictive maintenance to repair or replace equipment including:

- 2.3.1.1 Inspections
- 2.3.1.2 Adjustments
- 2.3.1.3 Testing and replacement of parts and components to ensure the safety and proper operation of County equipment

2.3.2 Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication.

2.3.3 Emergency repairs may be required in order to restore facilities to full operating condition (see section 2.31.5).

2.3.4 Work shall be scheduled with FMD or other using department staff by the contractor to ensure service operations do not interfere with normal building operations.

2.3.5 In the event the work performance of the contractor is unsatisfactory, the contractor will be notified by the County and be given 24 hours to correct the work. Labor for all re-work will be performed at no cost to the County. Should the contractor fail to correct the work to the County's satisfaction, the County reserves the right to make other arrangements to have the work completed, and the cost of such work shall be offset from any monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.

## 2.4 EQUIPMENT MAINTENANCE AND REPAIR

2.4.1 Contractor shall provide the complete range of maintenance and repair services and solutions to ensure the equipment is fully operational and adheres to all safety requirements as established by the manufacturer. Such services must include, but are not limited to:

2.4.1.1 Documented maintenance procedures and schedules to ensure reliable performance of equipment under a regularly scheduled program.

2.4.1.2 Structured maintenance management program to deliver high quality service.

2.4.1.3 Established system which documents maintenance procedures performed, and service calls received and answered for repairs scheduled and completed.

2.4.1.4 An effective self-audit system to ensure designated tasks are completed as scheduled, and with the ability to provide reports as requested herein.

## 2.5 EQUIPMENT MODERNIZATION

2.5.1 Contractor shall offer a complete range of repairs and upgrade solutions including, but not limited to general improvements or modifications, renovations, safety, cosmetic appearance, new code requirements, local jurisdiction requirements, insurance requirements, repair of equipment that may need to be modified or replaced due to obsolescence or any damage done to equipment for any reason, part failure, misuse, age, and additional equipment or features added to and/or made to existing elevators or escalators to improve the performance.

2.5.1.1 Contractor shall not be responsible for upgrading any equipment to meet changes in code requirements or as may be required by insurance companies, Federal, state, or local authorities.

- 2.5.2 Examples of equipment modernization may include, but are not limited to:
  - 2.5.2.1 New or updated controllers or signal fixtures for all types of equipment.
  - 2.5.2.2 New hydraulic jack machine or pump unit modifications or replacements.
  - 2.5.2.3 New installation or modifications to elevator cab interiors, new door edges, new vales, new ropes, etc.
  - 2.5.2.4 New or modified door equipment, car door operators, shaftway doors or equipment, etc.
  - 2.5.2.5 ADA upgrades

**2.6 TRACTION ELEVATORS AND DUMBWAITERS**

- 2.6.1 Contractor shall maintain, repair, or replace parts as necessary, including but not limited to:
  - 2.6.1.1 Machine drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contacts, linings and component parts, gears, worms, thrusts.
  - 2.6.1.2 Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders, and bearings, Silicon-Control Rectifiers (SCR) variable voltage drives and components.
  - 2.6.1.3 Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable, and mechanical and electrical driving equipment.
  - 2.6.1.4 Governor, governor sheave, shaft assembly, bearings, contacts, and governor jaws.
  - 2.6.1.5 Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, and counterweight and counterweight guide shoes, including rollers and gibs.
  - 2.6.1.6 Hoist way door interlocks, hoist way door hangers, bottom door guides, and auxiliary door closing devices. Automatic door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs and rollers, and signal and operating fixtures, including lights, buzzers, and gongs.
  - 2.6.1.7 Renew all wire ropes as often as is necessary, or if 'bleeding' or fraying occurs, to maintain an adequate factor of safety and equalize the tension on all hoisting ropes. Repair or replace conductor cables, hoist way, and machine room elevator wiring at no additional cost to the County.
  - 2.6.1.8 Shorten and re-shackle hoist cables, if stretching of ropes makes this necessary.
  - 2.6.1.9 For freight elevators with vertical lifting or collapsible car gates and hi-parting, vertical lifting doors or hoist way gates or sidewalk doors, the contractor shall:

- 2.6.1.9.1 Keep car gates in balance for easy operation, renew or repair interlocks and retiring cams, and replace damaged door astragals and worn door guides.
- 2.6.1.9.2 Check the condition and operation of the scanning device and safety edges on car doors and light rays on the car at every visit. If light rays are inoperative, then the contractor shall repair them within 24 hours of establishing inoperability. If the light rays are not maintainable, the contractor shall notify the County and shall replace them at no cost to the County. Light rays shall be solid state "Duo Path," as manufactured by the Innovation Company or T.L. Jones electronic scanning devices.
- 2.6.1.9.3 Contractor will be required to provide, at no cost to the County, stand-by for air conditioning (A.C.) mechanic to maintain elevator self-contained A.C.

## 2.7 HYDRAULIC ELEVATORS

- 2.7.1 As part of the preventative maintenance program, the contractor shall repair or replace the following parts, as necessary:
  - 2.7.1.1 Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters, and mufflers.
  - 2.7.1.2 Materials covered by traction elevators (see section 2.6), as applicable.
  - 2.7.1.3 Furnish all oil, lubricants, packing and other materials required for full maintenance of hydraulic elevators.

## 2.8 ESCALATORS

- 2.8.1 As part of the preventative maintenance program, the contractor shall repair or replace the following parts, as necessary:
  - 2.8.1.1 machine brake
  - 2.8.1.2 Sprockets
  - 2.8.1.3 drives, handrails
  - 2.8.1.4 step chains
  - 2.8.1.5 chain
  - 2.8.1.6 step rollers
  - 2.8.1.7 step rollers bearings
  - 2.8.1.8 comb teeth
  - 2.8.1.9 step treads
  - 2.8.1.10 tracks, sprockets bearings
  - 2.8.1.11 sheaves
  - 2.8.1.12 newel wheels
  - 2.8.1.13 contacts
  - 2.8.1.14 coils
  - 2.8.1.15 skirt switches.

## 2.9 WALKWAYS

- 2.9.1 As part of the preventative maintenance program, the contractor shall repair or replace the following components and parts as necessary:

- 2.9.1.1 Step rollers
- 2.9.1.2 Belts
- 2.9.1.3 Controller components including resistors, timers, fuses overloads, minor contacts, wiring, and coils
- 2.9.1.4 Brake pads, linings, disks or shoes
- 2.9.1.5 Brake
- 2.9.1.6 Escalator or drive units
- 2.9.1.7 Handrail
- 2.9.1.8 Handrail drive chains
- 2.9.1.9 Main drive chains or belts
- 2.9.1.10 PC boards
- 2.9.1.11 Solid state devices
- 2.9.1.12 Contactors
- 2.9.1.13 Sprockets
- 2.9.1.14 Step chains

2.10 CHAIR, WHEELCHAIR AND PLATFORM LIFTS

2.10.1 The Contractor shall periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

2.10.2 Re-lamp signal fixtures

2.11 EQUIPMENT PERFORMANCE REQUIREMENTS

2.11.1 Contractor shall adjust elevators and maintain, as needed, to meet the following basic operating characteristics and performance standards throughout the term of the contract:

2.11.1.1 Starting, acceleration, stopping, and leveling operations shall be smooth and free from jars or bumps.

2.11.1.2 Full speed riding operation shall be without swaying or vibration.

2.11.1.3 Elevator and door operation shall be quiet.

2.11.1.4 Stops made upon operation of emergency stop switch shall be more rapid than a routine stop but not violent.

2.11.1.5 Door pressure shall be maintained below 30 pounds per force.

2.11.1.6 Maintain accurate leveling of  $\pm 3/8$ " under all loading conditions, floor-to-floor times, and cycle times.

2.11.1.7 Group Supervisory System: Keep duplex and group contact system operating at design criteria at all times.

2.12 MAINTENANCE OF RENOVATED/MODERNIZED ELEVATOR

The County will have the option to complete renovation or replacement of any elevator currently under this contract, in any manner deemed to be in the best interest of the County. If the renovation or replacement of any elevator is completed through an agreement other than this contract, the contractor shall not be responsible for the maintenance of the renovated or replaced elevator until the warranty period applicable to the renovation or replacement expires.

**2.13 ELEVATOR/ESCALATOR OUT OF SERVICE MORE THAN FIVE DAYS**

If an elevator or escalator is out-of-service for more than five calendar days, contractor shall deduct from the total monthly maintenance cost on the invoice for that elevator or escalator. An exemption to a deduction related to the five-day limit may be allowed, if approved by the County, in writing.

**2.14 REPORTS**

**2.14.1 Shipping Service, Maintenance, Repairs and Emergency Call Reports**

**2.14.1.1 Frequency: Monthly**

2.14.1.1.1 Contractor to supply a computer generated report on service, preventative maintenance (PM), repairs, and emergency calls. These reports shall consist of PM report records and trend logs on all equipment covered by this contract. Trend log reports shall list and compare all repairs, emergency calls, and PM for each elevator. The reports must be provided to the County in Microsoft Excel format. Reports shall include comparison with all other County elevators being serviced under this contract. Reports shall contain the following information:

2.14.1.1.1.1 Requestor(s) Name and Phone Number

2.14.1.1.1.2 Contract Serial Number

2.14.1.1.1.3 County Building Number

2.14.1.1.1.4 Building Address

2.14.1.1.1.5 Machine and Car Number

2.14.1.1.1.6 Time Mechanic Paged

2.14.1.1.1.7 Time Mechanic Responds To Page

2.14.1.1.1.8 Time Mechanic Arrival On Site

2.14.1.1.1.9 Time Work is Completed

2.14.1.1.1.10 Mechanic's Name and Job Title

2.14.1.1.1.11 Number of Calls Year-To-Date For Each Elevator

2.14.1.1.1.12 Description of Problem with Elevator

2.14.1.1.1.13 Work and Parts Required For Repair

2.14.1.1.1.14 Is This A Re-Occurring Problem

2.14.1.1.1.15 Vandalism (Yes or No)

2.14.1.1.1.16 Billable (Yes or No)

2.14.1.1.1.17 Elevator Occupied During Failure (Yes or No)

2.14.2 Response for Regular Maintenance Inspection Report:

2.14.2.1 Frequency: After each inspection

2.14.2.1.1 Upon completion of regular maintenance inspection services, the contractor shall furnish a written report of each inspection to the FMD technical specialist. Reports shall advise of any repairs or repair parts that are necessary to maintain the equipment in acceptable operating condition, as set forth in these specifications.

2.15 CORRECTION ORDERS

2.15.1 The County will provide contractor with correction orders for work needing to be performed. The contractor shall be required to complete the following actions as a result of receiving correction orders:

2.15.1.1 Acknowledge receipt of all correction orders within one business day.

2.15.1.2 Identify all County responsibility items (i.e., blown fuse, switch, etc.) within two business days.

2.15.1.3 Request any and all extensions and copy FMD within seven business days of receipt of correction order, as needed.

2.15.1.4 Provide completion notice to FMD three business days prior to abatement date.

2.16 EXCLUSIONS

2.16.1 The following work is excluded from this contract and is not the responsibility of the contractor:

2.16.1.1 Main power supply feeders, switches and fuses.

2.16.1.2 Fire alarm devices and wiring up to the controller.

2.16.2 Some elevator sites are monitored by computer equipment and shall not be the responsibility of the contractor. The sites that have such monitoring devices include:

2.16.2.1 East Court Building

2.16.2.2 Central Court Building

2.16.2.3 West Court Building

2.17 COUNTY'S RIGHT TO INSPECT

2.17.1 The County may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party, at intervals not more frequent than annually. The contractor shall provide the necessary manpower and tools, instruments, test weights, etc. required without additional cost to the County to conduct the tests. The cost, if any, of the neutral party shall be incurred by the County.

2.17.2 The County may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance contract. These inspections may be made on a yearly basis during the course of this contract. The cost of this independent consultant shall be incurred by the County.

2.17.3 The elevator consultant will issue the results of these inspections to the County. If non-compliance items are included in the report, the County will issue a punch list to the contractor who shall complete those items within 30 days after notice at no additional cost to the County, providing the punch list items are covered under the maintenance program.

**2.18 STATE AND/OR CITY INSPECTIONS**

2.18.1 Submit to the County Representative corrective action on all noncompliance items from inspection conducted by State and/or local municipality elevator inspectors, in writing, within 30 days of the inspection.

2.18.2 Semi-annual Inspection By Local Municipalities:

2.18.3 It shall be the contractor's responsibility to coordinate technician support with municipal authorities should they require their presence during such test.

**2.19 ELEVATOR KEYS:**

All keys used on the elevators for the purpose of maintenance or any services, are the property of the Maricopa County Facilities Management Department and upon termination of this contract, shall be delivered to the Facilities Management Department. Keys include, but are not limited to machine room keys, hoist way access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without permission from the Facilities Management Department.

**2.20 ELEVATOR HOUSEKEEPING:**

2.20.1 Within the first three months of contract award, the contractor shall thoroughly clean:

2.20.1.1 all elevator hoist ways

2.20.1.2 pits, car tops

2.20.1.3 machine rooms

2.20.2 The contractor shall clean, lubricate, and adjust:

2.20.2.1 all car and hoist way door tracks

2.20.2.2 hangers

2.20.2.3 interlocks and closures

2.20.3 All scheduled cleaning must be on-going and performed at the following minimum intervals or more frequently, when conditions warrant:

2.20.3.1 Quarterly: Car tops, pits, machine rooms.

2.20.3.2 Semi-Annually: Hoist ways and door equipment.

2.20.4 The exterior of the machinery and any other parts of the equipment subject to rust shall be properly prepared, then painted and kept presentable at all times. Prior notification and approval by the technical specialist staff of FMD shall be obtained. The motor windings and control coils are to be periodically treated with proper insulating compound.



2.20.5 The contractor shall promptly remove all debris resulting from any work. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by the County and properly disposed of by the Contractor.

## 2.21 PARTS

2.21.1 The contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises. Contractor shall also maintain closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by the County.

2.21.2 Obsolete Parts: OEM Parts not available and 3rd party vendor like parts

2.21.2.1 The contractor shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of the FMD Life Safety staff. If parts cannot be replaced due to obsolescence and not available from any source, the contractor shall:

2.21.2.1.1 Replace with current model of obsolete part, or

2.21.2.1.2 Manufacture a replacement part, or

2.21.2.1.3 Repair/rebuild the obsolete part, or

2.21.2.1.4 Recommend to the County other alternatives and/or upgrades.

2.21.2.2 Obsolete components or equipment modifications necessary to accommodate replacement of obsolete components are not covered.

2.21.3 Contractor shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worm gears and other special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall, however, be at no additional cost to the County (except for vandalism).

## 2.22 UPGRADES

If it is determined that elevator controls/mechanisms are obsolete due to technical advancements, the contractor may be asked to provide a written cost estimate to the County for replacement. The County may obtain cost estimates from outside this contract to ensure pricing is fair and reasonable.

## 2.23 WIRING AND CONSTRUCTION PRINTS

All wiring and construction printing or diagrams of elevator systems covered under this contract are the property of the County and upon termination of this contract shall be delivered to the County. All changes in circuitry made by the contractor shall be approved by FMD and properly recorded on the diagram including date of change and name of person making change.

2.24 DETENTION FACILITIES SERVICES REQUIREMENTS

2.24.1 Contractors may be required to provide services to detention facilities. Contractors should be aware to use caution when servicing a detention facility:

2.24.1.1 Contractor's service vehicle shall be secured and locked whenever a technician is not in a vehicle or accessing materials, tools, and or equipment from a vehicle.

2.24.1.2 Contractor's technicians must, at all times, monitor and account for any and all tools taken into a detention facility.

2.24.1.3 Contractor may be required to provide services in detention facilities in stages rather than in whole due to the nature of the facility. Contractor shall take this into consideration when preparing a quote for detention facility services.

2.25 WORK OUTSIDE THE SCOPE

Work outside the scope includes any work not normally performed in the scope of this solicitation and that can be performed by the prime contractor. If a subcontractor is used, apply mark-up as indicated in Section 2.34 - Allowable Pass-Through Costs Under Time And Materials Work (With Mark-Up). Work outside the scope includes, but is not limited to repair and/or replacement to cab lighting, car exhaust fans, etc.

2.26 PERFORMANCE REQUIREMENTS

2.26.1 Contractor must meet all Federal Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) guidelines, and contractors failing to meet these guidelines may be subject to contract termination.

2.26.2 All service work performed by contractor shall be to a professional standard, meeting all required city building codes, and susceptible to FMD staff inspection. Documentation, through an audit and feedback system of contract administration, shall be used by FMD for this contract.

2.26.3 Unless pre-approved by FMD, all work shall be performed by one service technician. If needed, contractor may dispatch a helper (laborer) to aid the technician. Any additional technicians or helpers needed for a specific job must be pre-approved by the County. The invoice shall be notated with pre-approval, for example, "extra technician pre-approved by 'person's name'."

2.26.3.1 Contractor's mechanic must check in and out with the County representative on each visit to the Maricopa County downtown Phoenix complex.

2.26.4 Contractor(s) shall not make any changes to the equipment specifications, method of fabrication, or other requirements without the express prior written consent of the County. Any proposed changes shall be presented to the assigned County contact prior to the change taking effect (contact information will be provided on purchase orders).

2.26.5 Contractor(s) shall utilize only original equipment manufacturer (OEM) parts, as recommended by the equipment manufacturer, for replacement or repair, and use only those materials obtained from and/or recommended by the equipment manufacturer(s) unless pre-approved in writing by the County.

2.26.6 Contractor(s) shall coordinate all work schedules with the County before beginning any work which requires a utility outage or outage of equipment. Outages shall be

arranged with the County in advance, if possible, and such work shall only be performed during County-approved times. The County must be notified immediately of any unanticipated outage and if any equipment is mistakenly taken out of service.

**2.27 REPLACEMENT OR OVERHAUL OF EQUIPMENT**

2.27.1 Equipment that has reached obsolescence or that is in need of replacement or overhaul shall be evaluated by the contractor and a written price estimate shall be presented to the County. The County may or may not approve the work, dependent on budgets and priorities, or may request competitive bids. If approved, existing equipment shall be replaced with new equipment, or, with County approval, shall be overhauled.

2.27.2 The County reserves the right to utilize its own sources for the purchase of new equipment or individual components. If the County exercises this right, the contractor may be given the opportunity to install these items.

**2.28 CONTRACTOR QUALIFICATIONS**

2.28.1 Contractor(s) shall be licensed to perform all work contemplated in this contract, including, but not limited to, those required by the State of Arizona Registrar of Contractors. Proof of such shall be provided at time of bid and shall be maintained throughout the term of this contract.

2.28.2 Contractor must meet all Federal EPA and Occupational Safety and Health Administration (OSHA) in the proper handling and disposal of special waste or contaminated materials generated by services rendered.

2.28.3 Contractor should be factory authorized and able to perform full maintenance, repairs, installations for all tools and equipment utilized in the performance of this contract.

2.28.4 Contractor(s) shall be qualified and able to comply with all other requirements listed in the Scope of Services.

**2.28.5 Required Experience**

2.28.5.1 Contractor shall have a minimum of five years of experience performing the work listed in the Scope of Work. Proof of such must accompany the bid packet.

2.28.5.2 Contractor's firm must have been in the business of providing services herein for a minimum of five years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of such must accompany the bid packet and will be inspected prior to award.

2.28.5.3 Contractor shall employ a minimum of five technicians, unless otherwise negotiated with the County, who are qualified to perform all work and to adequately service Maricopa County facilities. Contractor's technical staff have the following qualifications, and proof of such shall accompany the bid packet:

2.28.5.3.1 Be thoroughly trained, with a minimum of five years' experience performing the work listed in the Scope of Services.

2.29 CONTRACTOR REQUIREMENTS

- 2.29.1 Contractor must maintain a minimum of five adequately stocked service vehicles. Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per the scope of services presented, including those needed for routine elevator and escalator repair and maintenance. Proof of such must accompany the bid packet and truck fleet may be inspected prior to award.
- 2.29.2 Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements may be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.29.3 Contractor shall submit evidence of ability to provide and maintain, during the entire period of this contract, all labor, supervision, materials, tools, and equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.
  - 2.29.3.1 Contractor shall provide evidence of appropriate labor and supervision by listing personnel and their qualifications in Attachment E – Personnel Qualifications. Attachment E shall accompany the bid packet and shall be maintained throughout the contract.
  - 2.29.3.2 Contractor shall provide evidence of their ability to furnish equipment and personnel by providing, with their bid packet, a listing of major tools, vehicles, equipment using Attachment F – Vehicle and Equipment Listing. Attachment F shall accompany the bid packet and shall be maintained throughout the contract.
- 2.29.4 Contractor shall provide pricing for owned or rented special tools and equipment that may be necessary, above and beyond the tools of the trade necessary for the performance of this contract, on Attachment D – Pricing Sheet.
  - 2.29.4.1 "Tools of the trade" are generally considered to be vehicles, tools, and equipment (e.g., hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the contractor's business and that should be a part of a qualified contractor's inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the contractor's fully burdened hourly labor rates and are not, under any circumstances, to be separately or directly billed to County under this contract.
  - 2.29.4.2 "Special tools and equipment" are considered to be tools and equipment (e.g., cranes, towed air compressors, dumpsters with associated tipping fees, etc.) that are not typically maintained in a contractor's inventory, but that are leased/rented to be used when needed for a specific project/job.
- 2.29.5 Contractor shall be responsible for obtaining and transporting equipment to and from the job site. In this regard, the contractor shall:
  - 2.29.5.1 Ensure that its employees that are assigned to perform the work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site.
  - 2.29.5.2 Arrange for lease or rental of any special tools and equipment needed to perform the work.

- 2.29.5.2.1 Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed to County provided that the contractor clearly identifies these items in advance, on Attachment D – Pricing Sheet, as a part of their proposal to perform the work.
- 2.29.5.2.2 Charges for lease or rental of special tools and equipment with associated mark-up that have not been identified in advance as a part the contractor’s bid on Attachment D – Pricing Sheet may not, under any circumstances, be separately or directly billed to County under this contract, unless prior approval, in writing, has been provided by the County.
- 2.29.5.3 Ensure that all vehicles, tools, and equipment used in performing the scope of services herein are appropriately licensed, as applicable, are in good operating condition, capable of rendering efficient, economical, and continuous service, and are equipped with necessary and required safety devices in accordance with State and Federal laws. While the County reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the County shall notify the contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the contractor does not take corrective action within a reasonable time, the County may require the immediate removal and replacement of the deficient equipment at the contractor’s expense.
- 2.29.6 Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants.
- 2.29.7 Upon completion of work, contractor shall clean and remove from the job site all disturbances (e.g., loose dirt, dislocated gravel, removed vegetation, footprints, old asphalt/concrete, etc.), debris, materials, and equipment associated with the work performed. County property shall be restored to the same condition as prior to start of the job.
  - 2.29.7.1 If, upon County inspection, it is found that the contractor failed to adequately clean up the site (meaning to the County’s satisfaction) after work has been performed, the County will notify the contractor and the contractor will have 24 hours to clean. Should the contractor fail to clean a site to the County’s satisfaction, the County reserves the right to make other arrangements to have the area cleaned, and the cost of such work shall be offset from any monies due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.
- 2.29.8 Contractor shall perform all services in such a manner that County property is not damaged.
  - 2.29.8.1 In the event damage occurs to County property or any adjacent property due to any services performed under this contract, the contractor shall immediately notify the County representative about the damages and shall replace or repair the same at no cost to the County within 48 hours of notifying the County, or by a deadline approved by the County.
  - 2.29.8.2 If damage caused by the contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies

due the contractor. Costs of such work that exceed the amount of monies due the contractor shall be the responsibility of the contractor and shall be billed to the contractor.

- 2.29.9 Contractor shall utilize only experienced, responsible, and capable people in the performance of the work. The County may require that the contractor remove from the job covered by this contract, any employee who endangers persons or property or whose continued employment under this contract is inconsistent with the interest of the County.
- 2.29.10 Contractor must have a business facility within 50 miles of 401 W. Jefferson Street, Phoenix, AZ 85003, for work performed for Maricopa County.
- 2.29.11 The County may inspect contractor facilities prior to award and reserves the right to make award based on the condition and quality of contractor facilities and equipment.
- 2.29.12 Contractors bidding on this solicitation may request a site visit to determine conditions that would affect prices and work performance. Contractors shall schedule requested site visits by contacting the procurement officer listed in this solicitation.
- 2.29.13 To avoid the potential transmission of COVID-19 in any County-owned or -leased facilities, prior to entering, or when on any Maricopa County facility, property, building, or structure, all contractors, their employees, and subcontractors may be required to wear a face mask/face covering. Attendees who do not adhere to County requirements may be prohibited from visiting County site(s) and/or from entering County facilities, properties, buildings, or structures. The County is not responsible for providing face masks or face coverings.
- 2.29.14 All vehicles used by contractor, including personal transportation vehicles, shall be clearly identified with the name of the company on each side of the vehicle. The letters shall be of such size that they are distinguishable at a reasonable distance.
- 2.29.15 All employees of the contractor shall wear a company uniform identified with the company name/logo and consisting of a minimum of one of the following:
- Shirt/blouse
  - Vest
  - Cap
- 2.29.16 Only authorized employees of the contractor are allowed on Maricopa County work sites. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the contractor.
- 2.29.17 All work must comply with EPA, OSHA, and any state, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, state, County, and municipal governments pertaining to safety on the job site. If the contractor is found not to be in compliance with Federal, state, County, and/or municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the using agency. Continued non-compliance may result in termination of the contract.
- 2.29.18 County may conduct audits and performance reviews throughout the term of a contract to ensure contract compliance by the contractor.

2.29.19 It is the contractor's responsibility to inform FMD (or other using agency) of any updates to electrical panels; therefore, the contractor shall label and identify all electrical components and shall put the newly updated panel schedule(s) inside the modified electrical panel. The new schedule will be dated (MM/DD/YYYY) and the existing schedule shall remain in the panel behind the new schedule.

## 2.30 BUILDING ACCESS

2.30.1 The contractor may be provided access to County facilities at the discretion of FMD. Keys, badges, or access cards will be provided per the following guidelines:

2.30.1.1 contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn in the key set at the end of the day or after completion of duties (as arranged with the County) unless they are issued a permanent key; or

2.30.1.2 permanent keys may be provided to contractor employees on a case-by-case basis; or

2.30.1.3 badges or access cards may be provided to contractor employees for access to the job site.

2.30.2 Should an employee leave the contractor's workforce, contractor shall immediately notify the County and all keys, badges, and access cards must be returned to the County.

2.30.3 The contractor shall notify the County within 24 hours of discovery that any keys, badges, or access cards are lost, misplaced, stolen, or otherwise not within the contractor's control.

2.30.4 Once this agreement is complete, expired, or terminated, the contractor shall immediately return all keys, badges, or access cards to the County.

2.30.5 Failure to comply with these requirements may result in the contractor being assessed the cost of replacing keys, badges, or access cards, and any associated cost to ensure the security of County facilities including, but not limited to, re-keying the entire building at the expense of the contractor.

## 2.31 HOURS OF SERVICE

2.31.1 Contractor shall be required to provide telephone access 24 hours per day, 7 days per week (24/7), 365 days per year, and respond to a call for services within 30 minutes of receipt of a service request received via phone or email.

2.31.2 Services shall be available 24/7, 365 days per year.

2.31.3 Contractor shall respond on-site to begin work within four hours of receipt of a service request unless arrangements have been made for a later date/time with the County per the work order or notice to proceed.

2.31.4 The four-hour response time for non-emergency calls shall carry over to the next working day if called into contractor's office after 2:00 p.m. MST. The contractor will be required to begin work by 8:00 a.m. MST the following day.

2.31.5 Contractors shall respond to emergency service requests immediately and report on-site to begin work within one hour of an emergency service call request regardless of the day/time of day, weekend, or holiday.

- 2.31.5.1 Regular hours are between the hours of 6:00 a.m. and 6:00 p.m., MST, Monday through Friday, excluding County holidays.
- 2.31.5.2 After hours are between the hours of 6:00 p.m. and prior to 6:00 a.m., MST, Monday through Friday.
- 2.31.5.3 Weekends are anytime on a Saturday or a Sunday.
- 2.31.5.4 Holidays are County holidays.
- 2.31.5.5 The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. MST, weekdays, except for County holidays.
- 2.31.5.6 Due to the nature of work in public buildings, FMD will dictate during what service hours the contractor shall provide services.

2.32 TIME AND MATERIALS WORK AND PROJECT WORK

- 2.32.1 All work will be completed as Time & Material (T&M) work, project work, or preventative maintenance. T&M and project work thresholds will apply as outlined in the scope of this contract. If the contract is awarded to a single vendor, all work priced below the T&M threshold may be performed as T&M work as negotiated with the County, in which case project work language will be removed at the time of contract award.
- 2.32.2 Contract award to multiple contractors will result in a call order (first, second, third, etc.) for T&M work. The call order will be determined by respondents lowest average hourly pricing for labor found in the bid responses on Attachment D – Pricing Sheet.
- 2.32.3 Contractor is responsible for confirming the appropriate billing method with the FMD project manager (or other using department) prior to start of work.
- 2.32.4 A request for a price estimate does not imply that work may be billed as a project.
- 2.32.5 Time and Materials Work
  - 2.32.5.1 Cost estimates for work, which will not constitute a firm fixed quote, may be requested from contractors by County project managers. Work with estimated costs **below \$25,000** may be performed either as T&M work or may, at the County's option, be bid among the contractors awarded in the contract.
  - 2.32.5.2 County reserves the right to adjust the **\$25,000** T&M threshold if such adjustment is deemed to be in the County's best interest.
  - 2.32.5.3 Regardless of value, repairs may be completed under a T&M work designation except when it is deemed in the County's best interest to bid among contractors awarded in the contract.
  - 2.32.5.4 Contractor will price T&M services at the contractor's "most favored customer" pricing/discounts under similar conditions (e.g., order sizes, types, complexities, geographical regions, etc.). Contractors will provide County with a full breakdown estimate of pricing prior to County issuance of a work order/project number.
  - 2.32.5.5 T&M hourly labor rates shall include all wages, indirect costs, overhead, profit, coordination time, general and administrative expenses, and



profit. Fractional parts (15-minute intervals) of an hour shall be payable on a prorated basis.

- 2.32.5.6 Contractor shall only bill County for actual hours worked. County shall not pay for contractor's travel or mobilization time, lunch breaks, traffic delays, etc. Additionally, contractor shall not bill County for time spent retrieving repair parts and equipment that contractor has failed to have on hand when performing anticipated services per the specifications herein, e.g., temporary filters for supply grilles.
- 2.32.5.7 All T&M work shall only require the County to issue a work order/project number to a contractor as authorization to proceed. The work order/project numbers shall be included on the vendor invoice.
- 2.32.5.8 Contractor must have availability for 24/7 emergency T&M response.
- 2.32.5.9 T&M repairs may take place in response to emergency calls.

2.32.6 Project Work

- 2.32.6.1 Project work shall mean work, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive," as opposed to T&M. The contractor assigned to this contract shall be provided a request for project quote containing a detailed scope of work or shall meet with the County agency, discuss what needs to be done, and present the County with a written quote.
- 2.32.6.2 Project work shall be work that has been planned and has estimated costs **in excess of \$25,000**. The County reserves the right to adjust the **\$25,000** project threshold if deemed in the County's best interest.
- 2.32.6.3 Exceptions to the T&M/project work threshold shall be emergencies that arise and must be dealt with immediately without the time for project quotes.
- 2.32.6.4 County's project quote sheet will contain the following information:
  - 2.32.6.4.1 Contract serial number and name
  - 2.32.6.4.2 Name and address of site
  - 2.32.6.4.3 FMD site number
  - 2.32.6.4.4 Detailed scope of work
  - 2.32.6.4.5 Other information relative to the scope of work
  - 2.32.6.4.6 Project start/finish timeline (optional)
  - 2.32.6.4.7 Check box for "will quote" or "will not quote" the project
  - 2.32.6.4.8 Signature line for both the County and the Contractor
- 2.32.6.5 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price, or indication that contractor declines the project with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the

Office of Procurement Services and FMD to discuss consideration for default of contract, as this is indicative of the Contractor's desire not to do business with the County.

- 2.32.6.6 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the contractor, or cost savings to be additional profit for the contractor. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change order requests to a project must be in writing, referencing the contract serial number, and must be approved by FMD (or by County using agency requesting the change[s]) prior to any authorization to proceed. The contractor who fails to acquire approved change orders in writing runs the risk of incurring these additional costs without payment.
  - 2.32.6.7 County may choose to negotiate with the contractor. The responding contractor shall be required to submit all back-up documentation (line item material costs, labor hours with rates, etc.) to the FMD project manager (or County requesting agency) within three business days of a request. This documentation shall include all subcontractor documentation. If an agreement cannot be reached between the County and the contractor, either party may terminate the discussions and the County may seek to re-bid and/or deliver the project through other procurement options.
  - 2.32.6.8 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory or optional site meeting may be held to ensure all contractors are aware of important issues regarding the project. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".
  - 2.32.6.9 Contractors will be compensated for additional work requested by the County that is not detailed in the scope of work in a project quote using the labor rates bid by the contractor on the pricing page only if such work has been pre-approved, in writing, by the County. Contractors may not be compensated for additional work performed that has not been pre-approved, in writing, by the County.
  - 2.32.6.10 Upon project completion, contractor will provide County with a closeout package containing documents that County has identified in the in the project bid. Requested documents may include, but are not limited to, warranty letters, product list, operation and maintenance manuals, and a vendor list.
- 2.32.7 Preventative Maintenance Service
- 2.32.7.1 All Preventative Maintenance (PM) shall be performed in accordance with industry standards and manufacturer recommendations.
  - 2.32.7.2 Repairs may be initiated during PM service with permission of the County. Contractor shall advise the County of the need for repairs and a separate work order may be issued if work is approved.
  - 2.32.7.3 PM and/or repair work shall be billed individually (per work order) and not bundled together on an invoice.
  - 2.32.7.4 PM shall be performed monthly, semi-annually, and annually according to the schedule included as Exhibit 5 – Sample Hydraulic Elevator Maintenance Log. Contractors shall perform the maintenance in accordance with all manufacturer specifications.

2.33 TIME AND MATERIALS CONSUMABLES

Contractor(s) must provide all equipment, consumable shop supplies (rags, cleaners, solvents, gases, etc.), miscellaneous parts (screws, bolts, nuts, small items, etc.), and tools necessary to perform all required services. Contractor may be allowed a one-time consumable charge of up to \$25 per work order to cover these type of expenses, at the County's discretion. Anything beyond the \$25 limit shall be provided at the contractor's own expense.

2.34 ALLOWABLE PASS-THROUGH COSTS WITH MARK-UP UNDER TIME AND MATERIALS WORK

2.34.1 Authorized costs which are not listed on the pricing page shall be paid for by the contractor and invoiced to the County. Supporting documents for any allowable pass-through cost shall accompany each final invoice. All pass-through supporting documents must be itemized for labor, materials, and taxes. The following fees will be allowed a **five percent** administrative mark-up:

2.34.1.1 Use of subcontractors: The use of labor by subcontractors performing any work not normally performed in the scope of elevator and escalator maintenance and repair services, and that cannot be performed by the prime contractor (e.g., plumbing, electrical, structural, and rigging, etc.) and that may require specialized licensing and/or certification.

2.34.1.1.1 Prime contractor shall be responsible for ensuring that subcontractors have all proper documentation as required by the County. Use of subcontractors requires prior written approval from the County.

2.35 ALLOWABLE PASS-THROUGH COSTS WITH NO MARK-UP UNDER TIME AND MATERIALS WORK

2.35.1 Equipment and tool leases/rentals for unique County requirements: Pricing will be charged at the rate specified in the bidder response on Attachment D – Pricing Sheet (per project or T&M job) with no mark-up.

2.35.1.1 Contractors shall receive prior approval from the County, in writing, for tools or equipment rented or charged on a per use basis by contractors while conducting County business.

2.35.1.2 Operating costs for rented equipment, which include a condition that equipment only be operated by an employee of the rental company, are allowable at the operator rate designated by the rental company. Rental/Operating costs shall be paid by the contractor and invoiced to the County with no mark-up.

2.35.2 Permits: Any permits related to the performance of County work shall be obtained by the contractor. Permit costs shall be paid by the contractor and invoiced to the County with no mark-up.

2.35.3 Dump fees: Any dump fees incurred by the contractor related to work performed for the County shall be paid by the contractor and invoiced to the County with no mark-up.

2.36 ASBESTOS AND HAZARDOUS CONDITIONS ABATEMENT

2.36.1 Contractor shall notify the County immediately of any concerns regarding asbestos or other hazardous conditions.

2.36.2 Any asbestos or other hazardous conditions discovered on the site that would impact the repairs must be abated through a licensed asbestos (or other hazardous condition) abatement contractor who must provide County with air quality and disposal certificates. Abatement subcontracting can be coordinated either by the contractor or the County.

2.36.3 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"). The Contractor has the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. HazMat removal or abatement is at the County's sole expense. Nothing contained within the agreement shall be construed or interpreted as requiring the Contractor to assume the status of an owner, operator, generator, storer, 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.

**2.37 DEAD END CHARGE**

If the contractor is unable to locate a County representative familiar with scheduled work or is unable to gain access to the work site, the contractor shall call the County Boiler Room (602-506-3310). A boiler room technician will give the contractors further instruction at the time work is to be performed. If the contractor is delayed or turned away after receiving further instructions from the boiler room technician, a \$50 building access trip charge will be authorized by the County.

**2.38 CANCELLATION COST**

2.38.1 Any scheduled work cancelled without a minimum of 48 hours prior notice to the County may be rescheduled with the contractor and is subject up to a 25 percent reduction of the cost to the County.

2.38.2 If the contractor fails to show up as scheduled without contacting the County to reschedule the work, or cancels without providing 24 hour notice, the contractor may be subject to termination of this contract for default.

**2.39 SALVAGE**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from the County. If contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of contractor's salvaged materials is not permitted.

**3.0 PURCHASING REQUIREMENTS**

**3.1 DELIVERY REQUIREMENTS**

3.1.1 Delivery shall be F.O.B. Destination Freight Prepaid.

3.1.2 Delivery is desired as soon as possible. Details shall be as stipulated on the purchase order. It shall be the Contractor's responsibility to meet the proposed delivery requirements.

3.1.3 Contractor shall notify the County representative listed on the order if the requested delivery date and/or the anticipated lead time cannot be met.

- 3.1.4 Failure to communicate to County changes in the order status may result in default proceedings.
- 3.1.5 Delivery shall be made to the County no later than 3:00 p.m. MST before the fifth calendar day after order is received unless prior arrangements have been made and approved, in writing, by the County.
- 3.1.6 Exceptions to the delivery schedule will be special-order items that must be identified by the contractor to the County and approved in writing by the County.
- 3.1.7 County reserves the right to obtain material on the open market in the event vendors fail to make delivery of materials and will charge any price differential to the vendor.
- 3.1.8 Delivery will be made to the following address during the receiving hours of 7:00 a.m. - 3:00 p.m. MST during normal County business days:

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE  
2401 S. 28th Dr.  
Phoenix, AZ 85009

Warehouse Manager: 602-506-2501

Warehouse Specialist: 602-506-1935

## 3.2 SHIPPING TERMS

- 3.2.1 Bid price(s) and terms shall be F.O.B. Destination Freight Prepaid, by the most economical method, at the County's warehouse, unless a different location(s) has been stipulated on the purchase order, or as agreed upon, in writing, between the contractor and the County. All delivery locations are within Maricopa County.
- 3.2.2 Standard shipping of goods shall arrive within five business days of order placement.
- 3.2.3 Shipping costs totaling less than \$50 should be considered in the contractor's mark-up as bid in response to the contract solicitation. Shipments which contain only County goods, and which cost \$50 or more may be reimbursed to the contractor as a pass-through cost with no mark-up when provided with the invoice back-up documentation.
- 3.2.4 If the County determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost, in writing, to the County as soon as costs are known.
- 3.2.5 The County shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the County shall advise the contractor to proceed.
- 3.2.6 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with, and do not exceed, agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.
- 3.2.7 Contractor is responsible for shipping and handling fees related to returned items when the items have been ordered by the contractor.

**3.3 SHIPPING DOCUMENTS**

3.3.1 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

3.3.1.1 Contract serial number

3.3.1.2 Contractor's name and address

3.3.1.3 Department name and address

3.3.1.4 Department purchase order number

3.3.1.5 A description of product(s) shipped, including item number(s), quantity(ies), number of containers and package number(s), as applicable

**3.4 EXPEDITED DELIVERY**

3.4.1 If the department determines that expedited delivery or other alternate shipping is required, it shall notify the contractor. The contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the department.

3.4.2 The department shall not advise the contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the department shall advise the contractor to proceed.

3.4.3 Upon receipt of material(s) and invoicing, the department shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The department shall retain all documents related to these costs.

**3.5 OPERATING MANUALS**

Upon delivery, contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the department.

**3.6 INSTALLATION**

Contractor shall be responsible to install and present for inspection all services and equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested. Contractor's price shall include delivery and installation of all equipment in complete operating condition.

**3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY**

The Contractor shall have access to factory authorized service facility. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours for the facility shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

**3.8 STOCK**

The contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs and deliver as stated in the RFP.

**3.9 DISCONTINUED MATERIALS**

- 3.9.1 In the event that a manufacturer discontinues materials, the County may allow the contractor to provide a substitute for the discontinued item or may cancel the contract. If the contractor requests permission to substitute a new material, the contractor shall provide the following to the County:
  - 3.9.1.1 Documentation from the manufacturer that the material has been discontinued.
  - 3.9.1.2 Documentation that names the replacement material.
  - 3.9.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.
  - 3.9.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.
  - 3.9.1.5 Documentation confirming that the price for the replacement is the same as or than the discontinued material.
- 3.9.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**KONE INC, PO BOX 429, MOLINE, IL 61266**

PRICING SHEET: NIGP CODE 91013

Terms:	1% 10 DAYS NET 30 DAYS
Vendor Number	VC0000003548
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2026.</b>



**EXHIBIT C: PPP NATIONAL COOPERATIVE DOCUMENTS**



CONTRACT BY

MARICOPA COUNTY, ARIZONA

FOR

ELEVATOR, ESCALATOR, WALKWAY AND LIFT,

NEW CONSTRUCTION, MODERNIZATION,

MAINTENANCE, AND REPAIR SERVICES

-----

ON BEHALF OF ITSELF AND OTHER GOVERNMENT

AGENCIES AND MADE AVAILABLE THROUGH

PUBLIC PROMISE PROCUREMENT

*Powered by NACo*

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**ARTICLE 1**  
**PUBLIC PROMISE PROCUREMENT**  
**REPRESENTATIONS AND CONVENANTS**

A. Overview

Public Promise Procurement (hereinafter, “P.P.P.”) is a National Association of Counties (hereinafter, “NACo”) program to help Participating Public Agency acquire Goods and Services efficiently and cost effectively through strategic sourcing that harnesses the power of state and local government purchasing nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by a well-respected public agency (hereinafter, “Lead Public Agency” or “LPA”). The contracts are available for use by the Lead Public Agency and, also, by other Participating Public Agencies.

NACo is a non-profit membership organization that represents 40,000 county elected officials and 3.6 million county staff. Learn more about [NACo here](#).

B. Lead Public Agency

Maricopa County, AZ (herein “Lead Public Agency” on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is acting as the Lead Public Agency for this solicitation to enter into a Master Agreement for a complete line of elevator and escalator new construction, modernization, maintenance and repair services. Services proposed shall include, but are not limited to, repairs, replacement (or alteration), modernization solutions, new construction, calibration, and service of elevator(s), escalator(s), or related equipment.

C. Procurement Advisory Committee

The Public Promise Procurement Advisory Committee, (hereinafter, “Procurement Advisory Committee” or “PAC”) is made up of public procurement organizations from all across the United States. The PAC members representing these organizations actively participate in the development of solicitations and evaluation of proposals, and they serve as Lead Public Agencies that issue solicitations and administer awarded contracts on behalf of the program.

Current Procurement Advisory Committee Members

**Megan A. Perry-Balonier**  
**Franklin County, Ohio**  
Director, Purchasing Department

**Adam Manne, MBA, CPPO, VCO, CPM**  
**Prince William County, Virginia**  
Assistant Director of Finance

**Stephanie D. Brice, CPPO, CPPB, NIGP-CPP**  
**Cobb County, Georgia**  
Deputy Director, Purchasing Department

**Maria Miles**  
**Guilford County, North Carolina**  
MWBE Program Director

**Eric J. Carlson**  
**Douglas County, Nebraska**  
Purchasing Agent

**Dana Noffke**  
**Ramsey County, Minnesota**  
Procurement Manager

**Patrick Flanary**  
**Wake County, North Carolina**  
Chief Financial Officer

**Gilbert Odonkor, AIA-CDT, MBA**  
**Hennepin County, Minnesota**  
Manager of Construction Procurement

**James Foley**  
**Maricopa County, Arizona**  
Deputy Chief Procurement Officer

**Jack Pelligrino, NIGP-CPP, CPPO, CPCM**  
**San Diego County, California**  
Director, Department of Purchasing and Contracting

**Mike Frosch**  
**Dallas County, Texas**  
Director, Purchasing

**Gerald Reiner, Jr.**  
**Bergen County Utilities Authority**  
Purchasing Manager

**Felicia Strong-Whitaker, CPPO, MCA**  
**Fulton County, Georgia**  
Chief Purchasing Agent

**D. Participating Public Agencies**

There are approximately 95,000 public agencies eligible for this program. Each Public Agency Participant enters into a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter, "MICPA") outlining the terms and conditions allowing access to the Lead Public Agency's Master Agreement(s). Under the terms of the MICPA, the procurement by the Public Agency Participant will be construed to be in accordance with, and governed by, the laws of the state in which the Public Agency Participant is located. A copy of the MICPA is attached as Appendix 1.

The Lead Public Agency is acting as "Contracting Agent" 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.

E. Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the Public Promise Procurement Advisory Committee members, and current estimates of sales for this classification of Products and Services within state and local government. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Maricopa County along with the Public Promise Procurement Advisory Committee Members are committed to utilizing the Master Agreement. The Advisory Committee members shall determine if the Master Agreement is of value to their agency and will promote the Master Agreement among other public agencies nationwide.

F. Evaluation of Proposals and Contract Award

- i. Proposals will be evaluated by the LPA in accordance with, and subject to, this Request for Proposals, ("RFP") the relevant statues, ordinances, rules, and regulations that govern its procurement practices.
- ii. Public Promise Procurement Advisory Committee members and other Participating Public Agency may provide technical assistance the LPA in evaluating proposals, however the decision to award lies solely with the LPA. Public Promise Procurement reserves the right to make available or not make available Master Agreements awarded by the LPA to Participating Public Agencies.

G. Administrative Agreement

Suppliers that are awarded a contract by the Lead Public Agency and whose Master Agreements Public Promise Procurement agrees to make available to Participating Public Agency shall enter into an Administrative Agreement with Public Promise Procurement. Refer to Appendix 2.

H. Marketing Support

- i. Public Promise Procurement provides marketing collaboration and support for each Supplier's Products and Services through its affiliates, sales and marketing personnel that directly promote the Public Promise Procurement Program and its Suppliers to Participating Public Agency, as well as a myriad of social media and collaboration platforms.

- ii. Public Promise Procurement will collaborate with Supplier's government sales team to conduct training and utilize tools to facilitate marketing and sales to government entities.
- I. Public Promise Procurement will participate in periodic performance review meetings with Supplier and, when available, the Lead Public Agency.
- J. For the entire term of the Master Agreement, Supplier commits to the Supplier Commitments as stated herein (APPENDIX 3).

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate (“Lead Public Agencies”) to be appended and made a part hereof and other governmental agencies (“Participating Public Agencies”) that agree to their terms and conditions hereof through the Public Promise Procurement registration and made a part hereof.

## RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through Public Promise Procurement and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving effectiveness, efficiency and economy of Participating Public Agencies procurement of Products and Services.
5. That a procuring party will make timely payments to the Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the procuring party shall be the exclusive obligations of such procuring party. Disputes between

**APPENDIX 1  
MICPA**

procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not sue this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
9. This agreement shall remain in effect until termination by a party giving 30 days written notice to Public Promise Procurement at The National Association of Counties Office at 660 North Capital Street, NW, Suite 400, Washington, DC 20016.
10. This agreement shall take effect after execution of the Lead Public Agency certificate or Participating Public Agency Registration, as applicable.





**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (the “Agreement”) is effective as of July 1 2023, by and between PUBLIC PROMISE PROCUREMENT, LLC (“P.P.P.”) and Kone Inc (the “Supplier”).

**RECITALS**

WHEREAS, Maricopa County (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. 230122-RFP, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of purchase of a complete line of elevator and escalator new construction, modernization, maintenance and repair services (the “Products, Services and Solutions”);  
WHEREAS, the Master Agreement provides that any county, state, city, special district, local government, tribal governments, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products, Services and Solutions at the prices indicated in the Master Agreement upon prior registration with P.P.P., in which case the Public Agency becomes a “Participating Public Agency”;  
WHEREAS, P.P.P. has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;  
WHEREAS, P.P.P. serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by P.P.P.;  
WHEREAS, Lead Public Agency desires P.P.P. to proceed with administration of the Master Agreement on the same basis as other master agreements;  
WHEREAS, P.P.P. and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies; and  
NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, P.P.P. and Supplier hereby agree as follows:

**ARTICLE 1**

**GENERAL TERMS AND CONDITIONS**

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 P.P.P. shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to P.P.P. under this Agreement

**APPENDIX 2  
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including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 P.P.P. shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that P.P.P. shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 Each of Supplier and P.P.P. hereby grant to the other, during the term of this Agreement, a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use such party's name, trademark and logo solely to perform its obligations under this Agreement and the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's name, trademark and logo, and such party shall comply with such terms in all material respects. Each party shall assist the other party by providing camera-ready logos and by participating in related trade shows and conferences. Both parties shall obtain approval from the other party prior to use of such party's name, trademark and logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's name, trademark and logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's name, trademark and logo.

1.6 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, P.P.P. (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of any federal, state, local or foreign constitution, treaty, statute, ordinance, code, rule, law or regulation ("Law"), industry self-regulatory standards that may apply to Supplier or the Master Agreement, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. P.P.P. makes no representations or guarantees with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement. The terms of this section shall survive the termination of this Agreement.

1.7 Supplier acknowledges that, in connection with its access to P.P.P. confidential information and/or supply of data to P.P.P., it has complied with and shall continue to comply with all Law and industry self-regulatory standards that may apply to Supplier, including, without limitation Law and industry self-regulatory standards governing data protection, privacy and the use and processing of Personal Information (collectively, "Data Regulations"). With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that

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it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and P.P.P. or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 1.6 and will comply with them. For purposes hereof, “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” or “individually identifiable information” as defined under Data Regulations. Supplier will reasonably assist P.P.P. in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide P.P.P. with information reasonably necessary for P.P.P. to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on P.P.P.’s behalf, Supplier will maintain records and the means necessary to enable P.P.P. to respond to such requests to know and requests to delete.]

**ARTICLE 2**

**TERM OF AGREEMENT**

2.1 This Agreement shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that (i) (A) the obligation to pay all amounts owed by Supplier to P.P.P. through the termination of this Agreement, and (B) all indemnifications afforded by Supplier to P.P.P. pursuant to Section 6.1, shall survive the termination of this Agreement, and (ii) Sections 1.5, 4.1 and 7.10 shall survive the term of this Agreement pursuant to the terms of such sections. [Upon termination of the Master Agreement for any reason, Supplier shall continue making payments of all amounts to P.P.P. that are generated by individual Participating Public Agency purchases of Products, Services and Solutions for a period of either (i) one (1) year from the date of termination, or (ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Supplier continues to generate revenue from each Participating Public Agency’s purchase of Products, Services and Solutions following the termination of the Master Agreement.]

**ARTICLE 3**

**REPRESENTATIONS AND COVENANTS**

P.P.P. views the relationship with the Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both P.P.P. and the Supplier.

3.1 P.P.P. Representations and Covenants.

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(a) Marketing. P.P.P. shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors, including the National Association of Counties (“NACo”), and named individual national, regional and state-level sponsors. P.P.P. will incorporate information about the Products, Services and Solutions into P.P.P.’s website and general collateral materials. In addition, P.P.P. staff shall make commercially reasonable efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activities such as webinars, speaking engagement, advertising, social media, articles and promotional campaigns.

(b) Training and Educational Management Support. P.P.P. shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), P.P.P. may help with scheduling assistance from Supplier, conduct training sessions and conduct educational calls jointly with Supplier to Public Agencies. P.P.P. shall also provide Supplier with presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, P.P.P. EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING P.P.P.’S PERFORMANCE AS A PROGRAM ADMINISTRATOR OF THE MASTER AGREEMENT. P.P.P. SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF P.P.P. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.2 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be a Supplier’s contractual offering of Products, Services, and Solutions to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is a Supplier’s offering.

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

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(iv) Upon request and 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 P.P.P. 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 contact person who shall be responsible for receiving communications from P.P.P. 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 (micro-site) dedicated to Supplier's P.P.P. program and linked to P.P.P.'s 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 Supplier's National/Senior Management fully supports the P.P.P. program and its commitments and requirements. For purposes hereof, Supplier's National/Senior Management is defined as Supplier's executive officers.

(b) Pricing Commitment.

(i) Supplier represents to P.P.P. that the pricing offered under the Master Agreement is equal to or lower than the lowest overall available pricing (net to the buyer) on Products, Services and Solutions that it offers to Public Agencies in current market conditions. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products, Services and Solutions.

(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 provide pricing within the current market conditions, customer equipment usage, site conditions, agency characteristics, terms and conditions and any other factor influencing pricing 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.

(iii) Deviating Buying Patterns. Occasionally P.P.P. 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.

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(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of P.P.P. to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, P.P.P. 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 3.2, 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) Sales Commitment. Supplier shall proactively market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement 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, Services and Solutions to Public Agencies and the timely follow-up to sales leads identified by P.P.P. Use of product catalogs, targeted advertising, social media, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the P.P.P. logo. 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.

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

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and P.P.P. program. P.P.P. 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 Government and Public internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) P.P.P. standard logo;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products, Services and Solutions pricing;
- (5) Electronic link to P.P.P.'s online registration page; and
- (6) Other promotional material as requested by P.P.P.

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

(v) Electronic Registration. Supplier shall encourage each Public Agency to complete P.P.P.'s online registration process prior to processing the Public Agency's first sales order

(vi) Supplier's Performance Review. Upon request by P.P.P., Supplier shall participate in a performance review meeting with P.P.P. 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 P.P.P. (collectively, "Supplier Content") for use on P.P.P. websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to P.P.P. and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with P.P.P. 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 here under; and (b) the use of Supplier Content and any other materials or services provided to P.P.P. as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party. Notwithstanding the foregoing,

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P.P.P. shall not have any right, title, or interest in Supplier's Content. Upon termination of this Agreement, P.P.P. shall immediately cease use of Supplier's Content.

3.3 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between P.P.P. and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at P.P.P.'s sole discretion.

**ARTICLE 4**

**PRICING AUDITS**

4.1 P.P.P. shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at P.P.P.'s sole cost and expense. Notwithstanding the foregoing, in the event that P.P.P. is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, P.P.P. shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. P.P.P. may conduct audits internally or may engage a third-party auditing firm on a non-contingent basis. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

**ARTICLE 5**

**FEES & REPORTING**

5.1 Administrative Fees. Supplier shall pay to P.P.P. a monthly administrative fee based upon the total revenue received pursuant to the Master Agreement, excluding taxes, in the amount of 2% during each calendar month (individually and collectively, "Administrative Fees") for all new eligible accounts from and date of contract award and 1% for all existing accounts. All Administrative Fees shall be payable in U.S. dollars and shall be made by wire to P.P.P., or its designee or trustee as may be directed in writing by P.P.P.. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. P.P.P. agrees to pay to Lead Public Agency a percentage of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to P.P.P. an electronic accounting report, in the format prescribed by Exhibit B attached hereto, summarizing all revenue received pursuant to the Master Agreement during such calendar month ("Sales Report"). Contractor revenue received indicated in the Sales Report shall be denominated in U.S. dollars. All revenue paid by Participating Public Agencies and received by Contractor for the applicable calendar month shall be included in the Sales Report. Submitted



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reports shall be verified by P.P.P. against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. P.P.P. reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. Supplier shall, at Suppliers sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. P.P.P. or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or P.P.P. staff. If there is a material discrepancy between the Sales Report and such records or sales analysis resulting in an underreporting of purchases and underpayment of Administrative Fees as determined by P.P.P., P.P.P. shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to P.P.P.'s reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment of any additional agreed-upon Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days. Any questions regarding an exception report should be directed to P.P.P. in writing to [reporting@\[ppp\].org](mailto:reporting@[ppp].org). If Supplier does not resolve the discrepancy to P.P.P.'s reasonable satisfaction within thirty (30) days, P.P.P. shall have the right to engage a third party to conduct an independent audit of Supplier's Sales Reports. Supplier shall solely be responsible for the cost of the audit. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by P.P.P. at the location designated by P.P.P. In the event an underreporting of purchases and a resulting underpayment of Administrative Fees is revealed as a result of the audit, Supplier shall remit payment of any such Administrative Fees, together with interest thereon in accordance with Section 5.5, to P.P.P. within fifteen (15) calendar days of Supplier's receipt of the audit results.

5.4 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to P.P.P. an electronic usage report of all sales under the Master Agreement, including:

- Supplier's Product Number
- Product Description
- Manufacturer Name
- Manufacturer Number
- Unit of Measure
- P.P.P. Price
- Number of times ordered
- Units Sold
- Sales by Manufacturer

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5.5 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at P.P.P.'s sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

**ARTICLE 6**

**INDEMNITY**

6.1 Indemnity. Supplier hereby agrees to indemnify and defend P.P.P. and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, (i) the acts or omissions of Supplier in connection with this Agreement and the Master Agreement, (ii) any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement, and (iii) the use of any Supplier Content, including copyright infringement claims related thereto.

**ARTICLE 7**

**MISCELLANEOUS**

7.1 Entire Agreement. This Agreement and the Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between P.P.P. and Supplier, the provisions of this Agreement shall prevail. The parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

7.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of P.P.P., and any assignment without such consent shall be void.

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(b) P.P.P. This Agreement and any rights or obligations hereunder may be assigned by P.P.P. in P.P.P.'s sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform P.P.P.'s obligations hereunder.

7.3 Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address, may be made via electronic communication, including email.

P.P.P.: 660 North Capital Street  
Washington D.C. 20001  
  
Attn: Program Manager Administration

Kone Inc.: 4639 S. 36<sup>th</sup> Street  
Phoenix, AZ 85040  
  
Attn: P.P.P. Program Manager

7.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

7.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

7.6 Independent Contractors. In the performance of this Agreement, Supplier shall be an independent contractor to P.P.P., and shall not be or act as, or be deemed to otherwise be an agent, employee, or representative of P.P.P. P.P.P. shall be an independent contractor to Supplier, and shall not be or act as, or be deemed to be an agent, employee, or representative of Supplier. Supplier's employees will not be deemed to be P.P.P. employees. P.P.P.'s employees will not be deemed to be Supplier's employees. Nothing contained in this Agreement may be construed to be inconsistent with that relationship or status. Neither party exercises direct control or supervision over the employees of the other party and, in fact, each party disavows any right to do so, and no party in any way directs the operations of the other party or the manner of the other party's performance. No partnership, joint venture, or other relationship between the parties is created hereby.

7.7 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but

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one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, by .pdf or similar electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com), will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

7.8 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

7.9 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in the District of Columbia, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

7.10 No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons will acquire or have any right

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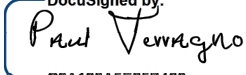
under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

7.11 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon P.P.P., Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.


*[Remainder of Page Intentionally Left Blank - Signatures Follow]*

IN WITNESS WHEREOF, P.P.P. has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all effective as of the date first written above.  
P.P.P.:

PUBLIC PROMISE PROCUREMENT, LLC:

DocuSigned by:  
  
By: C9A193A5E25B400...  
Name: Paul Terragno  
Title: Managing Director

KONE Inc.:

  
By: \_\_\_\_\_  
Name: Jeffrey S. Blum  
Title: Senior Vice President

Date: 6/23/2023  
ECMS#1201556

**APPENDIX 3  
SUPPLIER WORKSHEET**

**SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be equal to or lower than the most competitive pricing offered by your organization to Participating Public Agencies nationally?

YES XX \*NO \_\_\_\_\_

(\*If no, identify the states/localities where pricing will not be equal to or lower.)

- B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?

YES XX \*NO \_\_\_\_\_

(\*Idaho, North Dakota and Alaska would need to be subcontracted out.)

- C. 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?

YES XX \*NO \_\_\_\_\_

(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:

\_\_\_\_\_ Sales between \$0 and \$25,000,000  
\_\_\_\_\_ Sales between \$25,000,001 and \$50,000,000  
\_\_\_\_\_ Sales between \$50,000,001 and \$100,000,000  
X Sales greater than \$100,000,00

- E. Will your company assign a National Account Manager to support the resulting Public Promise Procurement contract?

YES XX NO \_\_\_\_\_

- F. Will your company commit to the following implementation schedule?

**APPENDIX 3  
SUPPLIER WORKSHEET**

YES XX NO \_\_\_\_\_

G. Will the Public Promise Procurement contract be one of your public offerings to Participating Public Agencies?

YES XX NO \_\_\_\_\_



Submitted by:

KONE INC.

*(Company Name)*

Representative: MICHAEL LYNCH  
*(Printed Name)*

Signature: *Michael Lynch*

NATIONAL ACCOUNT MANAGER  
*(Title)*

5/9/2023  
*(Date)*



**APPENDIX 4  
IMPLEMENTATION SCHEDULE**

**New Supplier Implementation Schedule**

IMPLEMENTATION ACTIVITY	TARGET COMPLETION AFTER CONTRACT AWARD
<b>1. First Conference Call</b> – Initial kick-off call to: discuss expectations; set contract launch date & outline kick-off plan; establish contact people, numbers/e-mails, roles/responsibilities; establish supplier login credentials; and set contract roll-out webinar dates.	<b>One week</b>
<b>2. Executed Legal Documents</b> – Obtain executed copies of: Master Agreement along with associated solicitation and other ancillary documents; Public Promise Procurement Administration Agreement; and Lead Public Agency Revenue Sharing Agreement.	<b>One week</b>
<b>3. Second Conference Call</b> – Planning call to: establish sales training webinar dates; complete supplier set-up; identify dates for senior management meeting; and review contract commitments.	<b>Two weeks</b>
<b>4. Marketing Kick-off Call</b> – Initial kick-off call to: go over marketing requirements; establish timeline for marketing deliverables; establish cadence for regular marketing calls; and review contract roll-out webinar slides.	<b>Two weeks</b>
<b>5. Web Development</b> – Meeting of marketing and IT staff to initiate e-commerce and supplier specific microsite discussion.	<b>Two Weeks</b>
<b>6. Initial Management &amp; Staff Training Meetings</b> – Training sessions with national team and staff to: discuss expectations, roles and responsibilities; introduce and review program technology tools; discuss sales team training	<b>Three Weeks</b>

**APPENDIX 4  
IMPLEMENTATION SCHEDULE**

schedule; and review lead referral process and expectations.	
<b>7. Senior Management Meeting</b> - Meeting of senior management to: familiarize the management team with the NACo and PPP organization; track implementation progress; and discuss contract commitments.	<b>Four Weeks</b>
<b>8. Review Top Target Opportunities</b> – Meeting of PPP and supplier sales team to: review top county opportunities; and review suppliers top 10 existing local contracts.	<b>Five Weeks</b>
<b>9. Program Manager/National Account Manager Planning Meeting and Sales Training</b> - Meeting to discuss training strategy and initiate sales team remote and in-person training.	<b>Five Weeks</b>
<b>10. Program Roll Out</b> – Initiate contact with Advisory Board members and other top target opportunities.	<b>Six Weeks</b>

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

**FEDERAL CONTRACT TERMS AND CONDITIONS**

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Appendix includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete the Certifications in this Appendix 6 and submit as part of your response.**

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. See 42 U.S.C.A. § 2000d et seq.; 42 U.S.C.A. § 3601 et seq.; 42 U.S.C.A. § 6101 et seq.; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. See 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** – CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended** – CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension** – CONTRACTOR certifies, by execution of Exhibit F - 1, that neither it nor any of its principals are presently debarred, suspended, proposed

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- E. **Byrd Anti-Lobbying Amendment** – CONTRACTOR certifies by execution of Exhibit F - 2 that it adheres to the federal restrictions on lobbying using federal funds.
- F. **Termination for Convenience** – This Contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price, as determined by the Purchasing Agent, will be made for completed service, but no amount will be allowed for anticipated profit on unperformed services.
- G. **Termination for Cause**
1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents
  2. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- H. **Prohibition on certain telecommunications and video surveillance services or equipment** – CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**APPENDIX 5**  
**FEDERAL TERMS & CONDITIONS**

- I. **Equal Employment Opportunity** – During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**J. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148).**

1. CONTRACTOR must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. CONTRACTOR must pay wages not less than once a week. By executing this Contract, CONTRACTOR accepts the Department of Labor wage determination for this work.

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

2. CONTRACTOR must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**K. Contract Work Hours and Safety Standards Act** – CONTRACTOR agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. Specifically, CONTRACTOR must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This clause does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**L. Program Fraud, False or Fraudulent Statements, and Related Acts 1**

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et. seq. and all appropriate federal agency regulations apply to CONTRACTOR’s actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**M. Interest of Members of Congress** – No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

**N. Protections for Whistleblowers**

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress.
  - b. An Inspector General.
  - c. The Government Accountability Office.
  - d. A Treasury employee responsible for contract or grant oversight or management.
  - e. An authorized official of the Department of Justice or other law enforcement agency.
  - f. A court or grand jury; and/or
  - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.



**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

**O. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT—**

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

**P. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41.U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**Q. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

**R. § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or

use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

FEDERAL CONTRACT TERMS AND CONDITIONS  
(Debarment and Suspension Certification)

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
  - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement and Nonprocurement Programs issued by the General Services Administration;
  - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
  
3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: Michael Lynch

Signature/Date: Michael Lynch / \_\_\_\_\_

Company Name: KONE INC.

Address: ONE KONE COURT

City/State/Zip: MOLINE IL 61265

DUNS No: 00-526-2308

**APPENDIX 5  
FEDERAL TERMS & CONDITIONS**

FEDERAL CONTRACT TERMS AND CONDITIONS  
(Byrd Anti-Lobbying Certification)  
31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et.seq.
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Printed Name of Representative: MICHAEL LYNCH

Signature/Date: *Michael Lynch*

Company Name: KONE INC.

Address: ONE KONE COURT

City/State/Zip: MOLINE IL 61265

DUNS No: 00-526-2308

## APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

**All forms in this Exhibit should be submitted as a part of your proposal response.** Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

### (a) Checklist of Documents Required

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran and Russia
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** KONE INC \_\_\_\_\_

**Organization Address:** ONE KONE COURT \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership         Limited Partnership         Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Lynch	Title:	NATIONAL ACCOUNT MANAGER
Signature:	<i>Michael Lynch</i>	Date:	6/23/2023



7.12 NON-COLLUSION AFFIDAVIT

N.J.S.A. 52:34-15

State of New Jersey  
County of \_\_\_\_\_

ss:

I, Sammy D. Goe residing in Phoenix in  
(name of municipality) (name of affiant)

in the County of Maricopa and State of Arizona of  
full age, being duly sworn according to law on my oath depose and say that:

I am General Manager of the firm of KONE Inc.  
(title or position) (name of firm)

SERIAL# 230122-RFP the bidder making this Proposal for the bid  
entitled Public Promise Procurement Serial # 230122 RFP  
(title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Maricopa County - Public Promise Procurement  
relies upon the truth of the statements contained in said Proposal (name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by KONE Inc.  
(name of firm)

Subscribed and sworn to

before me this day

Sammy D. Goe  
Trina Rutherford  
Signature

Sammy D. Goe

(Type or print name of affiant under signature)

9, May, 2022

Trina Rutherford  
Notary public of

My Commission expires 8/10/2026

(Seal)



**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

7.13 AFFIRMATIVE ACTION AFFIDAVIT

(a) P.L. 1975, c.127

Company Name: KONE INC  
Address: ONE KONE COURT, MOLINE IL 61265

**Proposal Certification:** Indicate below your company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

(b) Required Affirmative Action Documentation:

The Supplier shall submit with its proposal, **ONE** of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

(c) Public Work – Project Cost over \$50,000:

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

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

Michael Lynch  
*Authorized Signature*

Michael Lynch  
*Printed Name*

NATIONAL ACCOUNT MANAGER  
*Title*

6/23/2023  
*Date*

**APPENDIX 6**  
**NEW JERSEY BUSINESS REQUIREMENTS**

7.14 MANDATORY AFFIRMATIVE ACTION LANGUAGE

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

7.15 N.J.A.C. 17:27

**ARTICLE 8 EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 et seq.****CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

**EXHIBIT B (Cont.)**

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**EXHIBIT B** (Cont.)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**EXHIBIT B** (Cont.)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY    STATE    ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY    STATE    ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY    STATE    ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE    ZIP CODE    PHONE (AREA CODE, NO., EXTENSION)



FORM AA-201  
Revised 11/11

**STATE OF NEW JERSEY**  
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

**Official Use Only**

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

<b>1. FID NUMBER</b>	<b>2. CONTRACTOR ID NUMBER</b>	<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT</b>					
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b>		Name:					
		Address:					
(Name)		<b>CONTRACT NUMBER</b>	<b>DATE OF AWARD</b>	<b>DOLLAR AMOUNT OF AWARD</b>			
(Street Address)		<b>6. NAME AND ADDRESS OF PROJECT</b>		<b>7. PROJECT NUMBER</b>			
(City) (State) (Zip Code)		Name:		Address:			
<b>4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]</b>		<b>COUNTY</b>		<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/></b>			
<b>9. TRADE OR CRAFT</b>	<b>PROJECTED TOTAL EMPLOYEES</b>				<b>PROJECTED PHASE - IN DATE</b>	<b>PROJECTED COMPLETION DATE</b>	
	MALE		FEMALE				
	J	AP	J	AP			
		<b>PROJECTED MINORITY EMPLOYEES</b>					
		MALE		FEMALE			
		J	AP	J	AP		
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

\_\_\_\_\_  
(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

FORM AA-202  
REVISED 11/11

**State Of New Jersey**  
*Department of Labor & Workforce Development*  
*Construction EEO Compliance Monitoring Program*

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:  
[http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa202ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf)

1. Name and address of Prime Contractor		2. Contractor ID Number	3. FID or SS Number	
			4. Reporting Period	
(NAME)		5. Public Agency Awarding Contract		Date of Award
(ADDRESS)		6. Name and Location of Project		County
(CITY)		(STATE)	(ZIP CODE)	7. Project ID Number

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS			14. % OF WORK HRS		15. CUM. WORK HRS		16. CUM. % OF WH	
				A	B	C	D	E	F	NO OF	A	B	A	B	TOTAL	A	B	A	B
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES	MIN. EMP.	TOTAL WORK HOURS	MIN. WH	FEMALE WH	% OF MIN. WH	% OF FEMALE WH	WORK HOURS	MIN. HOURS	FEMALE HOURS	% OF MIN. WH
			J																
			AP																
			J																
			AP																
			J																
			AP																
			J																
			AP																
			J																
			AP																

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
(DATE)		

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

ARTICLE 9 PUBLIC CONTRACT EEO/AA  
COMPLIANCE PROCEDURES FLOW CHART

EEO/AA Procedures In Awarding Public Contracts

**Public Agency**

**Vendor**

**Contractor**

❖ *Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.*

❖ *Include appropriate Mandatory Language in contracts and bid specifications.*

❖ *Obtain Required EEO/AA evidence from vendor or contractor.*

Goods, Professional Services, and General Services Contracts

Subject to Mandatory Language of Exhibit A

Selected vendors must submit one of the following forms of evidence:

1. Copy of Letter of Federal Approval

Or

2. Certificate of Employee Information Report

Or

3. Complete Form AA-302 (Employee Information Report)

EEO/AA Evidence must be submitted after notification of award, but prior to signing of the contract

Construction Contracts

Subject to Mandatory Language of Exhibit B

Additional Mandatory Language EO 151 and P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)

Selected construction contractors must submit the following form of evidence:

Complete Form AA-201 (Initial Project Workforce Report)

Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance Officer

EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract

**STATE OF NEW JERSEY**  
**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT**  
**CONSTRUCTION EEO MONITORING PROGRAM**

**ATTENTION ALL CONSTRUCTION CONTRACTORS**

For your convenience, all contractors have two options in filing the Form AA-202, Monthly Project Workforce Report. As always, you may complete the form manually and mail it to the Dept. of LWD, Construction EEO Monitoring Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the Form AA-202 located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the web application.

The web application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.

NJ Department of Labor & Workforce Development  
Construction EEO Monitoring Program  
PO Box 209  
Trenton, New Jersey 08625-0209  
(609) 292-9550  
Fax (609) 984-4023

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**  
**DIVISION OF PURCHASE & PROPERTY**  
**CONTRACT COMPLIANCE AUDIT UNIT EEO**  
**MONITORING PROGRAM**

**ATTENTION ALL GOODS, GENERAL SERVICES AND PROFESSIONAL**  
**SERVICES VENDORS**

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have two options in filing the Form AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may input your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the New Web Application.
4. Once your Renewal Forms have been completed online, please mail your \$150.00 certificate fee, in the form of a check or money order, made payable to "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury Division  
of Purchase and Property Contract  
Compliance and Audit Unit EEO  
Monitoring Program  
PO Box 206  
Trenton, NJ 08625-0206  
Telephone (609) 292-5473  
Fax (609) 292-1102

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

**ARTICLE 10 ADDITIONAL MANDATORY CONSTRUCTION  
CONTRACT LANGUAGE FOR STATE AGENCIES, INDEPENDENT  
AUTHORITIES, COLLEGES AND UNIVERSITIES ONLY**

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the **[Reporting Agency's]** satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency's]** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the **[Reporting Agency]** with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

## APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS

### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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*Signature of Procurement Agent*



## APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS

### 10.1 C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### (a) Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

## APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS

### 10.2 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### (a) Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A- 20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

## **APPENDIX 6 NEW JERSEY BUSINESS REQUIREMENTS**

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

10.3 C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

**Part I – Vendor Information**

Vendor Name:			
Address:	ONE KONE COURT		
City:	MOLINE	State: IL	Zip: 61265

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

<i>Michael Lynch</i>	NATIONAL ACCOUNT MANAGER
Signature	Printed Name Michael Lynch Title

(b) Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

10.4 N.J.S.A. 19:44A-20.26

(a) County Name:

State: Governor, and Legislative Leadership Committees Legislative

District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [the](#)**

**[Pay to Play section](#) OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE**

**APPENDIX 6  
NEW JERSEY BUSINESS REQUIREMENTS**

<b>STANDARD BID DOCUMENT REFERENCE</b>						
<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<a href="#">Russia-Belarus list</a>") or in Iran pursuant to P.L. 2012, c. 25 ("<a href="#">Chapter 25 list</a>").</p>					

Person or Entity	
------------------	--

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*



**CONTRACT AMENDMENTS AND EXTENSIONS**



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury’s lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

**IF UNABLE TO CERTIFY**



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the local unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the local unit to notify the local unit in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the local unit and that the local unit at its option may declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print)</b>	Michael Lynch	<b>Title</b>	NATIONAL ACCOUNT MANAGER
<b>Signature</b>	<i>Michael Lynch</i>	<b>Date</b>	6/23/2023

10.5

NEW JERSEY  
BUSINESS  
REGISTRATION  
CERTIFICATE  
(N.J.S.A. 52:32-44)

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

## STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

All 50 states in the United States of America:

Alabama	Louisiana	Ohio Oklahoma
Alaska	Maine	Oregon
Arizona	Maryland	Pennsylvania
Arkansas	Massachusetts	Rhode Island
California	Michigan	South Carolina
Colorado	Minnesota	South Dakota
Connecticut	Mississippi	Tennessee
Delaware	Missouri	Texas
Florida	Montana	Utah Vermont
Georgia	Nebraska	Virginia
Hawaii	Nevada	Washington
Idaho	New Hampshire	West Virginia
Illinois	New Jersey New	Wisconsin
Indiana	Mexico New	Wyoming
Iowa Kansas	York North	
Kentucky	Carolina North	
	Dakota	

Public Agency Name	State
84th Engineer Battalion	HI
ADMIN. SERVICES OFFICE	HI
ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
Aloha United Way	HI
ALOHACARE	HI
AMERICAN LUNG ASSOCIATION	HI
Angels at Play Preschool & Kindergarten	HI
AOAO Royal Capitol Plaza	HI
ARGOSY UNIVERSITY	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI
Big Brothers Big Sisters	HI

BISHOP MUSEUM	HI
BOARD OF WATER SUPPLY	HI
BRIGHAM YOUNG UNIVERSITY - HAWAII	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
Chamber of Commerce Hawaii	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Child and Family Service	HI
CITY AND COUNTY OF HONOLULU	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
Commander, Navy Region Hawaii	HI
Community Empowerment Resources	HI

**APPENDIX 7  
STATE NOTICE ADDENDEM**

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
COUNTY OF HAWAII	HI
COUNTY OF MAUI	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
DCCA	HI
Defense Information System Agency	HI
DEPARTMENT OF EDUCATION	HI
Department of Veterans Affairs	HI
DOT Airports Division Hilo International Airport	HI
E Malama In Keiki O Lanai	HI
EAH, INC.	HI
EASTER SEALS HAWAII	HI
Ewa Makai Middle School	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
First United Methodist Church	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HABITAT FOR HUMANITY MAUI	HI
Haggai Institute	HI
HALE MAHAOLU	HI
HANAHAU'OLI SCHOOL	HI
HAROLD K.L. CASTLE FOUNDATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
Hawaii Area Committee	HI
Hawaii Baptist Academy	HI
Hawaii Bicycling League	HI
Hawaii Carpenters Market Recovery Program Fund	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
Hawaii commerce and consumer affairs	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
Hawaii Health Connector	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
Hawaii Information Consortium	HI
Hawaii Island Humane Society	HI
Hawaii Medical College	HI
HAWAII PACIFIC UNIVERSITY	HI

Hawaii Peace and Justice	HI
Hawaii Psychological Association	HI
HAWAII STATE FCU	HI
HAWAII TECHNOLOGY ACADEMY	HI
Holy Nativity School	HI
Homewise Inc.	HI
Honolulu Community College	HI
Honolulu Fire Department	HI
HONOLULU HABITAT FOR HUMANITY	HI
International Archaeological Research Institute, Inc.	HI
Iolani School	HI
ISLAND SCHOOL	HI
Islands Hospice Inc	HI
IUPAT, DISTRICT COUNCIL 50	HI
Judiciary - State of Hawaii	HI
Kailua High School	HI
Kailua Racquet Club, Ltd.	HI
Kama'aina Care Inc	HI
KAMEHAMEHA SCHOOLS	HI
Kauai Community College	HI
Kauai County Council	HI
Kauai Youth Basketball Association	HI
KE KULA O S. M. KAMAKAU	HI
Keawala'i Congregational Church	HI
KIHEI CHARTER SCHOOL	HI
Kipuka o Ke Ola	HI
KONA PACIFIC PUBLIC CHARTER SCHOOL	HI
Kroc Center Hawaii	HI
Kumpang Lanai	HI
Kumulani Chapel	HI
Kupu	HI
Lanai Community Health Center	HI
Lanai Community Hospital	HI
Lanai Federal Credit Union	HI
Lanai Youth Center	HI
LANAKILA REHABILITATION CENTER INC.	HI
LearningRx Honolulu West	HI
Leeward Community Church	HI
LEEWARD HABITAT FOR HUMANITY	HI
Malama Honua Public Charter School	HI

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Manoa Heritage Center	HI
Marine Corps Community Service	HI
MARINE SURF WAIKIKI, INC.	HI
MARYKNOLL SCHOOL	HI
Maui Aids Foundation Inc	HI
MAUI COUNTY COUNCIL	HI
MAUI COUNTY FCU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
MAUI FAMILY YMCA	HI
Maui High Band Booster Club	HI
Maui Police Department	HI
Montessori Community School	HI
Mutual Housing Association of Hawaii	HI
NA HALE O MAUI	HI
NA LEI ALOHA FOUNDATION	HI
Naalehu Assembly of God	HI
Native Hawaiian Hospitality Association	HI
NETWORK ENTERPRISES, INC.	HI
Office of the Governor	HI
Olanur	HI
One Kalakaua	HI
ORI ANUENUE HALE, INC.	HI
Our Savior Lutheran School	HI
outrigger canoe club	HI
PACIFIC BUDDHIST ACADEMY	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
Pohaha I Ka Lani	HI
POLYNESIAN CULTURAL CENTER	HI
Pukalani Baptist Church	HI
PUNAHOU SCHOOL	HI
Puu Heleakala Community Association	HI
Queen Emma Gardens AOA	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Saint Louis School	HI
School Lunch Program	HI

Silver Dolphin Bistro	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
ST JOHN THE BAPTIST	HI
St. Francis Healthcare System	HI
St. Theresa School	HI
STATE DEPARTMENT OF DEFENSE	HI
STATE OF HAWAII	HI
State of Hawaii - Office of Enterprise Technology Services	HI
State of Hawaii Department of Human Services	HI
State of Hawaii Department of Transportation	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
Tetrahedron Sourcing	HI
Third Judicial Circuit - State of Hawaii	HI
Tri-Isle RC&D	HI
Tri-Isle Resource Conservation and Development District	HI
Tutu and Me Traveling Preschool	HI
United Chinese Society	HI
UNIVERSITY OF HAWAII AT MANOA	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI
University of the Nations	HI
US Navy	HI
Variety School of Hawaii	HI
W. M. KECK OBSERVATORY	HI
WAIANAE COMMUNITY OUTREACH	HI
Waimanalo Elementary and Intermediate School	HI
West Maui Community Federal Credit Union	HI
Western Pacific Fisheries Council	HI
YMCA OF HONOLULU	HI
Hawaii County	HI
Honolulu County	HI
Kauai County	HI
Maui County	HI
Kalawao County	HI
Aiea	HI
Anahola	HI
Barbers Point N A S	HI

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Camp H M Smith	HI
Captain Cook	HI
Eleele	HI
Ewa Beach	HI
Fort Shafter	HI
Haiku	HI
Hakalau	HI
Haleiwa	HI
Hana	HI
Hanalei	HI
Hanamaulu	HI
Hanapepe	HI
Hauula	HI
Hawaii National Park	HI
Hawaiian Ocean View	HI
Hawi	HI
Hickam AFB	HI
Hilo	HI
Holualoa	HI
Honaunau	HI
Honokaa	HI
Honolulu	HI
Honomu	HI
Hoolehua	HI
Kaaawa	HI
Kahuku	HI
Kahului	HI
Kailua	HI
Kailua Kona	HI
Kalaheo	HI
Kalaupapa	HI
Kamuela	HI
Kaneohe	HI
Kapaa	HI
Kapaau	HI
Kapolei	HI
Kaumakani	HI
Kaunakakai	HI
Kawela Bay	HI
Keaau	HI
Kealakekua	HI

Kealia	HI
Keauhou	HI
Kekaha	HI
Kihei	HI
Kilauea	HI
Koloa	HI
Kualapuu	HI
Kula	HI
Kunia	HI
Kurtistown	HI
Lahaina	HI
Laie	HI
Lanai City	HI
Laupahoehoe	HI
Lawai	HI
Lihue	HI
M C B H Kaneohe Bay	HI
Makawao	HI
Makaweli	HI
Maunaloa	HI
Mililani	HI
Mountain View	HI
Naalehu	HI
Ninole	HI
Ocean View	HI
Ookala	HI
Paauhau	HI
Paauilo	HI
Pahala	HI
Pahoa	HI
Paia	HI
Papaalooa	HI
Papaikou	HI
Pearl City	HI
Pearl Harbor	HI
Pepeekeo	HI
Princeville	HI
Pukalani	HI
Puunene	HI
Schofield Barracks	HI
Tripler Army Medical Center	HI

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Volvano	HI
Wahiawa	HI
Waialua	HI
Waianae	HI
Waikoloa	HI
Wailuku	HI
Waimanalo	HI
Waimea	HI
Waipahu	HI
Wake Island	HI
Wheeler Army Airfield	HI
Brigham Young University - Hawaii	HI
Chaminade University of Honolulu	HI
Hawaii Business College	HI
Hawaii Pacific University	HI
Hawaii Technology Institute	HI
Heald College - Honolulu	HI
Remington College - Honolulu Campus	HI
University of Phoenix - Hawaii Campus	HI
Hawaii Community College	HI
Honolulu Community College	HI
Kapiolani Community College	HI
Kauai Community College	HI
Leeward Community College	HI
Maui Community College	HI
University of Hawaii at Hilo	HI
University of Hawaii at Manoa	HI
Windward Community College	HI
123d Fighter Squadron	OR
211INFO	OR
300 Main Inc	OR
1000 FRIENDS OF OREGON	OR
A FAMILY FOR EVERY CHILD	OR
A Hope For Autism Foundation	OR
A Jesus Church Family	OR
A. C. Gilbert's Discovery Village	OR
A&I Benefit Plan Administrators, Inc.	OR
ABIQUA SCHL	OR
Abuse Recovery Ministry & Services	OR
Access Inc	OR
ACUMENTRA HEALTH	OR

Adapt	OR
ADDICTIONS RECOVERY CENTER, INC	OR
Adelante Mujeres	OR
advocate care	OR
African American Health Coaliton, Inc.	OR
Agia Sophia Academy	OR
Aging and People with Disabilities	OR
Albany Partnership for Housing and Community Development	OR
Albany Police Department	OR
Albertina Kerr Centers	OR
Aldersgate Camps and Retreats	OR
All God's Children International	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
ALLIANCE CHARTER ACADEMY	OR
Alpha Lambda House Corporation	OR
Alvord Taylor	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
ALZHEIMERS NETWORK OF OREGON	OR
Amani Center	OR
American Legion Aloha Post 104	OR
American Tinnitus Association	OR
Amity Fire District	OR
Amity School District 4-J	OR
Ananda Center at Laurelwood	OR
ANGELL JOB CORPS	OR
Apostolic Church of Jesus Christ	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
Ascension Episcopal Parish	OR
Ashbrook Independent School	OR
Ashland Art Center	OR
ASHLAND COMMUNITY HOSPITAL	OR
ASHLAND PUBLIC SCHLS	OR
Association of Oregon Community Mental Health Programs	OR
Association of Oregon Corrections Employees, Inc.	OR
ASSOCIATION OF OREGON COUNTIES	OR



**APPENDIX 7**  
**STATE NOTICE ADDENDEM**

ASTORIA SCHOOL DISTRICT 1C	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Athena Weston School District 29RJ	OR
Aurora Rural Fire District	OR
Auxiliary services	OR
AVON	OR
Bags of Love	OR
Baker County	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
Baker Elks	OR
BAKER SCHOOL DISTRICT 5-J	OR
BANDON SCHOOL DISTRICT	OR
Banks Fire District #13	OR
BANKS SCHOOL DISTRICT	OR
BARLOW YOUTH FOOTBALL	OR
Barter Union International	OR
BAY AREA FIRST STEP, INC.	OR
BAY AREA HOSPITAL DISTRICT	OR
Bay Area Labor Center	OR
Beaverton Christians Church	OR
Beaverton Rock Creek Foursquare Church	OR
BEAVERTON SCHOOL DISTRICT	OR
Bend Elks Lodge 1371	OR
Bend International School	OR
Bend Metro Park & Recreation District	OR
Bend Park and Recreation District	OR
BEND-LA PINE SCHOOL DISTRICT	OR
Bend-La Pine Schools	OR
BENTON COUNTY	OR
BENTON HOSPICE SERVICE	OR
Benton Soil & Water Conservation District	OR
Best Care Treatment Center	OR
Beta Omega Alumnae	OR
BETHEL CHURCH OF GOD	OR
Bethel School District #52	OR
Bethesda Lutheran Church	OR
Bethlehem Christian Pre-School	OR
BIENESTAR, INC.	OR
BILL HUNT	OR
Billy Webb Elks lodge #1050	OR
BioGift Anatomical	OR

BIRCH COMMUNITY SERVICES, INC.	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
Blachly-Lane Electric Co-op	OR
Blanchet House of Hospitality	OR
BLIND ENTERPRISES OF OREGON	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
BNAI BRITH CAMP	OR
BOARD OF MEDICAL EXAMINERS	OR
Boardman Rural Fire Protection District	OR
Bob Belloni Ranch, Inc.	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
Bonneville Power Administration	OR
Boys & Girls Club of Corvallis	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
Boys & Girls Clubs of Emerald Valley	OR
Boys and Girls Club of the rogue valley	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
Breast Friends	OR
Bridgeport Community Chapel	OR
Bridges to Change	OR
BROAD BASE PROGRAMS INC.	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
Brookings Elks Lodge	OR
Brookings Fire / Rescue	OR
Brookings Harbor Christian School	OR
Brookings- Harbor School District 17c	OR
Brooklyn Primary PTO	OR
Building Healthy Family	OR
Bureau Of Land Management	OR
Burns Paiute Tribe	OR
Butte Creek Scout Ranch	OR
Butte Falls School District	OR
Calvary Assembly of God	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
CANBY FOURSQUARE CHURCH	OR
CANBY SCHOOL DISTRICT	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Canby School District No 86	OR
Canby Utility	OR
CANCER CARE RESOURCES	OR
Cannon Beach Fire	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
Cappella Romana	OR
CARE OREGON	OR
CASA of Marion County	OR
cascade AIDS	OR
Cascade Health Solutions	OR
Cascade Height Public Charter School PTA	OR
Cascade Housing Association	OR
CASCADE SCHOOL DISTRICT	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
CATHOLIC CHARITIES	OR
CATHOLIC COMMUNITY SERVICES	OR
CCI Enterprises Inc	OR
Cedar Hills Baptist Church	OR
CEDAR MILL COMMUNITY LIBRARY	OR
Cedar Sinai Park-Robison Jewish Healthcare	OR
CENTENNIAL SCHOOL DISTRICT	OR
CENTER FOR COMMUNITY CHANGE	OR
Center For Continuous Improvement	OR
Center for Family Development	OR
Center for Human Development	OR
CENTER FOR RESEARCH TO PRACTICE	OR
CENTRAL BIBLE CHURCH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CENTRAL CITY CONCERN	OR
CENTRAL CURRY SCHL DIST#1	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
Central Lincoln People's Utility District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR

CENTRAL OREGON IRRIGATION DISTRICT	OR
Central Oregon Visitors Association	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
Central Presbyterian Church	OR
CENTRAL SCHOOL DISTRICT 13J	OR
Central School District 13J (Polk County, Oregon)	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
CHEMEKETA COMMUNITY COLLEGE	OR
Child Evangelism Fellowship	OR
CHILDPEACE MONTESSORI	OR
Children's Relief Nursery	OR
Childsworld Learning Center	OR
Christian Church of Woodburn	OR
Christians As Family Advocates	OR
Church of Christ	OR
CITY BIBLE CHURCH	OR
CITY COUNTY INSURANCE SERVICES	OR
City Government	OR
CITY OF ADAIR VILLAGE	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
City of Astoria Fire Department	OR
CITY OF ASTORIA OREGON	OR
City of Astoria Parks Dept.	OR
CITY OF AUMSVILLE	OR
CITY OF AURORA	OR
City of Baker City	OR
City of Banks	OR
CITY OF BEAVERTON	OR
City Of Bend	OR
CITY OF BOARDMAN	OR
CITY OF BURNS	OR
CITY OF CANBY	OR
CITY OF CANNON BEACH OR	OR
CITY OF CANYONVILLE	OR
City of Carlton	OR
City of Cascade Locks	OR
City of Central Point Parks and Recreation	OR
CITY OF CENTRAL POINT POLICE	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

CITY OF CLATSKANIE	OR
CITY OF COBURG	OR
City of Columbia City	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
City of Cornelius, OR	OR
CITY OF CORVALLIS	OR
City of Corvallis Parks and Recreation	OR
CITY OF COTTAGE GROVE	OR
CITY OF CRESWELL	OR
CITY OF DALLAS	OR
CITY OF DAMASCUS	OR
City of Dayton	OR
City of Donald	OR
CITY OF DUNDEE	OR
City of Durham	OR
CITY OF EAGLE POINT	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
City of Eugene	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF FALLS CITY	OR
City of Florence	OR
City of Forest Grove	OR
CITY OF GATES	OR
CITY OF GEARHART	OR
CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HALSEY	OR
CITY OF HAPPY VALLEY	OR
City of Harrisburg	OR
CITY OF HEPPNER	OR
CITY OF HERMISTON	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
City of Independence	OR
CITY OF JOHN DAY	OR
City of Joseph	OR

City of junction city	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF LAKE OSWEGO	OR
CITY OF LAKESIDE	OR
CITY OF LEBANON	OR
CITY OF LINCOLN CITY	OR
CITY OF MADRAS	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILLERSBURG	OR
City of Milton-Freewater	OR
CITY OF MILWAUKIE	OR
City Of Molalla	OR
City of Monmouth	OR
City of Monmouth / Public Works	OR
CITY OF MORO	OR
CITY OF MOSIER	OR
City of Mt. Angel	OR
City of Nehalem	OR
CITY OF NEWBERG	OR
CITY OF NORTH PLAINS	OR
City of North Powder	OR
City of Ontario	OR
CITY OF OREGON CITY	OR
City of Pendleton Convention Center	OR
City of Pendleton Parks & Recreation	OR
City of Philomath	OR
CITY OF PHOENIX	OR
CITY OF PILOT ROCK	OR
CITY OF PORT ORFORD	OR
CITY OF PORTLAND	OR
City of Portland Parks Bureau	OR
CITY OF POWERS	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF REEDSPORT	OR
City of Richland	OR
CITY OF RIDDLE	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

CITY OF SALEM	OR
City of Salem Fire Department	OR
CITY OF SANDY	OR
CITY OF SCAPPOOSE	OR
CITY OF SCIO	OR
CITY OF SEASIDE	OR
City of Seaside Police Department	OR
CITY OF SHADY COVE	OR
City of Sheridan	OR
CITY OF SHERWOOD	OR
CITY OF SILVERTON	OR
City of Sodaville	OR
CITY OF SPRINGFIELD	OR
City of St. Helens	OR
CITY OF ST. PAUL	OR
CITY OF STAYTON	OR
City of Sublimity	OR
CITY OF SWEETHOME	OR
City of Talent	OR
CITY OF THE DALLES	OR
CITY OF TIGARD, OREGON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
City of Union	OR
City of Veneta	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
City of Westfir	OR
CITY OF WILSONVILLE	OR
CITY OF WINSTON	OR
CITY OF WOOD VILLAGE	OR
CITY OF WOODBURN	OR
CITY OF YACHATS	OR
City of Yoncalla	OR
CLACKAMAS COMMUNITY COLLEGE	OR
clackamas county	OR
Clackamas County Disaster Management	OR
Clackamas County Juvenile Dept	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Clackamas County Water Environment Services	OR

CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CLACKAMAS FIRE DIST#1	OR
Clackamas River Trout Unlimited	OR
CLACKAMAS RIVER WATER	OR
Clackamas River Water Providers	OR
CLACKAMS COUNTY COMMUNITY CORRECTIONS	OR
CLASSROOM LAW PROJECT	OR
Clatskanie People's Utility District	OR
Clatskanie RFPD	OR
CLATSKANIE SCHL DIST #6J	OR
Clatsop Behavioral Healthcare	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Clatsop Community College	OR
CLATSOP COUNTY	OR
Clatsop County Sheriff's Office	OR
Clean Slate Canine Rescue & Rehabilitation	OR
CLEAN WATER SERVICES	OR
Clear Creek Middle School	OR
Coalition for a Livable Future	OR
COAST REHABILITATION SERVICES	OR
Coastal Family Health Center	OR
COLLEGE HOUSING NORTHWEST	OR
College Possible	OR
College United Methodist Church	OR
COLTON SCHL DIST 53	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
Columbia Academy	OR
COLUMBIA CHRISTIAN SCHOOL	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
COLUMBIA COUNTY, OREGON	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
columbia gorge discovery center and museum	OR
Columbia Gorge ESD	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
Columbia River Fire & Rescue	OR
Columbia River Inter-tribal Fish Commission	OR
COLUMBIA RIVER PUD	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

COMMUNITY ACTION ORGANIZATION	OR
COMMUNITY ACTION TEAM, INC.	OR
COMMUNITY CANCER CENTER	OR
Community Connection of Northeast Oregon, Inc.	OR
Community Energy Project	OR
COMMUNITY HEALTH CENTER, INC	OR
Community in Action	OR
Community Shelter and Assistance Corporation	OR
COMMUNITY VETERINARY CENTER	OR
CONCORDIA UNIV	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
Confederated Tribes of Warm Springs	OR
Confederation of Oregon School Administrators	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR
CONSERVATION BIOLOGY INSTITUTE	OR
Constructing Hope Pre-Apprenticeship Program	OR
Consumers Power Inc.	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
Coos Art Museum	OR
COOS BAY SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
coos county	OR
Coquille Economic Development Corporation	OR
Coquille Indian Housing Authority	OR
COQUILLE SCHOOL DISTRICT 8	OR
Corban College	OR
CORBETT SCHL DIST #39	OR
Corvallis Caring Place	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
Corvallis School District 509J	OR
Corvallis Waldorf School	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Cove City Hall	OR
COVENANT CHRISTIAN HOOD RIVER	OR
crescent grove cemetery	OR
CRESWELL SCHOOL DISTRICT	OR

CROOK COUNTY ROAD DEPARTMENT	OR
CROOK COUNTY SCHOOL DISTRICT	OR
Crooked River Ranch Rural Fire Protection District	OR
CROSSROADS CHRISTIAN SCHOOL	OR
CS LEWIS ACADEMY	OR
CULVER SCHOOL DISTRICT NO.	OR
Curry County Habitat for Humanity	OR
CURRY COUNTY OREGON	OR
Curry Health Network	OR
Curry Public Transit Inc	OR
Dallas Church	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
Dayspring Fellowship	OR
Daystar Education, Inc.	OR
Dayton Christian Church	OR
DAYTON SCHOOL DISTRICT NO.8	OR
DE LA SALLE N CATHOLIC HS	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
Deer Creek Elementary School	OR
Deer Meadow Assisted Living	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
Delphian School	OR
Department of Administrative Services	OR
DePaul Treatment Centers, Inc.	OR
DESCHUTES COUNTY	OR
DESCHUTES COUNTY RFPD NO.2	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DESCHUTES PUBLIC LIBRARY	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
DFHFJDG	OR
Dial-A-Bus	OR
Direction Service, Inc.	OR
Disjecta Contemporary Art Center	OR
DOGS FOR THE DEAF, INC.	OR
DOUGLAS COUNTY	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
DOUGLAS FOREST PROTECTIVE	OR
Dove Medical	OR
Dress for Success Oregon	OR
DrupalCon Inc., DBA Drupal Association	OR
Dufur Christian Church	OR
DUFUR SCHOOL DISTRICT NO.29	OR
Eagle Point School District #9	OR
Eagle point school district #9	OR
EagleRidge High School	OR
Early College High School	OR
EAST HILL CHURCH	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
East River Fellowship	OR
EAST SIDE FOURSQUARE CHURCH	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
Eastern Oregon Alcoholism Foundation	OR
Eastern Oregon Trade and Event Center	OR
EASTERN OREGON UNIVERSITY	OR
Echo School District	OR
Echo Theater Company	OR
Ecola Bible School	OR
Ecotrust	OR
EDUCATION NORTHWEST	OR
Education Travel & Culture, Inc.	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
Edwards Center Inc	OR
eickhoff dev co inc	OR
ELAW	OR
Elderhealth and Living	OR
Elgin school dist.	OR
ELKTON SCHOOL DISTRICT NO.34	OR
ELMIRA CHURCH OF CHRIST	OR
Emerald Media Group	OR
EMERALD PUD	OR
Emmanuel Bible Church	OR
EMMAUS CHRISTIAN SCHOOL	OR
EN AVANT, INC.	OR
Energy Trust of Oregon	OR
ENTERPRISE FOR EMPLOYMENT	OR

AND EDUCATION	
environmental law alliance worldwide	OR
EPUD-Emerald People's Utility District	OR
Estacada Rural Fire District	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
EUGENE BALLET COMPANY	OR
Eugene Builders Exchange	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Eugene Country Club	OR
Eugene Swim and Tennis Club	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
EUGENE WATER & ELECTRIC BOARD	OR
EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
Evergreen Wings and Waves	OR
FACILITIES	OR
FAIRFIELD BAPTIST CHURCH	OR
FAITH CENTER	OR
Faith Christian Fellowship	OR
FAITHFUL SAVIOR MINISTRIES	OR
Falls City School District #57	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
Family Building Blocks	OR
FAMILY CARE INC	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
FARMWORKER HOUSING DEV CORP	OR
Farmworkers Housing Development Corporation	OR
Feral Cat Awareness Team	OR
Fern Ridge Library District	OR
Fern Ridge School District 28J	OR
First Baptist Church	OR
First Baptist Church of Enterprise	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
FIRST CHRISTIAN CHURCH	OR
FIRST CHURCH OF THE NAZARENE	OR
First Congregational Church	OR
First Evangelical Presbyterian Church of Oregon City	OR
First Lutheran Church of Astoria	OR
First Presbyterian Church of La Grande	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

FIRST UNITARIAN CHURCH	OR
First United Methodist Church	OR
First United Presbyterian Church	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
Florence Police Department	OR
Florence United Methodist Church	OR
Food for Lane County	OR
FORD FAMILY FOUNDATION	OR
FOREST GROVE SCHOOL DISTRICT	OR
Forest Park Conservancy	OR
FOSSIL SCHOOL DISTRICT 21J	OR
FOUNDATIONS FOR A BETTER OREGON	OR
Fr. Bernard Youth Center	OR
French American International School	OR
French American School	OR
Friendly House, Inc.	OR
Friends for Animals	OR
Friends of Driftwood Library	OR
FRIENDS OF THE CHILDREN	OR
Friends of the Opera House	OR
Full Access	OR
fund for christain charity	OR
Fund For Christian Charity	OR
Fur Footed Rescue, Inc.	OR
G.O.B.H.I	OR
Garten Services Inc	OR
GASTON RURAL FIRE DEPARTMENT	OR
GASTON SCHOOL DISTRICT 511J	OR
Gates Community Church of Christ	OR
Gateway Presbyterian Church	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
Gearhart Fire Department	OR
GeerCrest Farm & Historical Society	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
GEORGE FOX UNIVERSITY	OR
GERVAIS SCHOOL DIST. #1	OR
GILLIAM COUNTY	OR
GILLIAM COUNTY OREGON	OR
Girl Scouts of Oregon and SW Washington, Inc.	OR

GLADSTONE POLICE DEPARTMENT	OR
Gladstone Public Library	OR
GLADSTONE SCHOOL DISTRICT	OR
Gladstone Senior Center	OR
GLENDALE RURAL FIRE DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
GLIDE SCHOOL DISTRICT NO.12	OR
GOAL ONE COALITION	OR
God's Storehouse Pantry	OR
GOLD BEACH POLICE DEPARTMENT	OR
Golf Charities Foundation, Inc.	OR
Gollux	OR
Good Samaritan Ministries	OR
Good Samaritan Ministry	OR
GOOD SHEPHERD COMMUNITIES	OR
Good Shepherd Medical Center	OR
Goodwill Industries of Lane and South Coast	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
GRACE BAPTIST CHURCH	OR
Grace Baptist Church of St. Helens, Lil Learners Preschool	OR
Grace Christian Fellowship	OR
Grace Community Church	OR
Grace Lutheran Church of Molalla	OR
Grace Lutheran School	OR
Grand View Baptist Church	OR
Grande Ronde Model Watershed Foundation	OR
Grant Community School	OR
Grant County Economic Development	OR
GRANT COUNTY, OREGON	OR
GRANT PARK CHURCH	OR
Grantmakers for Education	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
Grants Pass Seventh-day Adventist Church	OR
Great Portland Bible	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
Greater Portland INC	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Green Electronics Council	OR
Greenleaf Industries	OR
Gresham Police Department	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
GWPMS	OR
HALFWAY HOUSE SERVICES, INC.	OR
Halsey-Shedd Fire District	OR
Happy Canyon Company	OR
Harney County Community Corrections	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
HARRISBURG SCHL DIST	OR
Harvest Church	OR
HEAD START OF LANE COUNTY	OR
Health Share of Oregon	OR
HEARING AND SPEECH INSTITUTE INC	OR
Heartfelt Obstetrics & Gynecology	OR
Helix School Dist #1 R	OR
Helix School District	OR
HELP NOW! ADVOCACY CENTER	OR
Hemp Shield	OR
HERITAGE CHRISTIAN SCHOOL	OR
Hermiston Christian Center & School	OR
Hermiston Fire & Emergency Svcs	OR
hermiston school district	OR
HHoly Trinity Greek Orthodox Cathedral	OR
HIGH DESERT EDUCATION SERVICE DISTRICT	OR
hillsboro school district	OR
Hinson Baptist Church	OR
Historical Outreach Foundation	OR
HIV ALLIANCE, INC	OR
HOLT INTL CHILD	OR
Holy Family Academy	OR
Home Builders	OR
homeforward	OR
HOOD RIVER COUNTY	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
HOODLAND FIRE DISTRICT NO.74	OR

Hope Chinese charter	OR
Hope Church of The Assemblies of God Albany Oregon	OR
HOPE LUTHERAN CHURCH	OR
HOPE POINT CHURCH	OR
HOSANNA CHRISTIAN SCHL	OR
Hospice Center Bend La Pine	OR
House of Prayer for All Nations	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
Housing Authority of Douglas County	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
Housing Development Center	OR
HOUSING NORTHWEST	OR
Human Solutions, Inc.	OR
IBEW280	OR
Ike Box Cafe	OR
Illinois Valley Fire District	OR
Imbler School District #11	OR
Immanuel Lutheran School	OR
Incite Incorporated	OR
Independent Development Enterprise Alliance	OR
Independent Environments Inc	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
Insight School of Oregon Painted Hills	OR
Institute of Technology	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
INTER MOUNTAIN ESD	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
InventSuccess	OR
IONE HIGH SCHOOL	OR
IRCO	OR



**APPENDIX 7  
STATE NOTICE ADDENDEM**

JACKSON CO SCHOOL DIST NO.9	OR
jackson county	OR
Jackson County School District No. 5	OR
Jackson-Josephine 4-C Council	OR
Jason Lee Manor/UMRC	OR
JASPER MOUNTAIN	OR
JEFFERSON COUNTY	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
Jefferson Park and Recreation	OR
JEFFERSON SCHOOL DISTRICT	OR
JENCO INTERNATIONAL, INC.	OR
JESUIT HIGH SCHL EXEC OFC	OR
Jesus Pursuit Church	OR
Joseph School District	OR
josephine county	OR
Josephine County Public Works	OR
Joy Church Eugene	OR
Joyful Servant Lutheran Church	OR
Junction City High School	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
JUNIOR ACHIEVEMENT	OR
Kairos	OR
Kartini Clinic	OR
Kbps Public Radio	OR
Keizer Fire District	OR
KEIZER POLICE DEPARTMENT	OR
Kid Time	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Kids Unlimited Academy	OR
Kilchis House	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
klamath county	OR
KLAMATH COUNTY 9-1-1	OR
Klamath County Association of Realtors	OR
Klamath County Fire District No. 1	OR
Klamath County School District	OR
KLAMATH FALLS CITY SCHOOLS	OR
KLAMATH HOUSING AUTHORITY	OR
Klamath Siskiyou Wildlands Center	OR
Knova Learning	OR

Korean Central Covenant Church of Eugene	OR
L'Etoile French Immersion School	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
La Grande Church of the Nazarene	OR
La Grande Family Practice	OR
La Grande Foursquare Church	OR
La Grande Police Department	OR
LA GRANDE SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT 001	OR
LA GRANDE UNITED METHODIST CHURCH	OR
La Pine Chamber of Commerce	OR
La Pine Park & Recreation District	OR
Lake Chinook Fire & Rescue	OR
LAKE COUNTY	OR
Lake County Chamber of Commerce Inc	OR
Lake Grove Presbyterian Church	OR
Lake Oswego Montessori School	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
LANE COMMUNITY COLLEGE	OR
Lane Council of Governments	OR
LANE COUNTY	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
Lane County Sheriff's Office	OR
LANE EDUCATION SERVICE DISTRICT	OR
LANE ELECTRIC COOPERATIVE	OR
LANE MEMORIAL BLOOD BANK	OR
LANE TRANSIT DISTRICT	OR
LANECO FEDERAL CREDIT UNION	OR
LAUREL HILL CENTER	OR
LEAGUE OF OREGON CITIES	OR
League of Women Voters	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
Legacy Mt. Hood Medical Center	OR
Legal Aid Services of Oregon LITC	OR
LEWIS AND CLARK COLLEGE	OR
Lewis and Clark Rural Fire Protection District	OR
Life Flight Network LLC	OR
LifeSource	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

LIFEWORKS NW	OR
Lincoln City Chamber of Commerce	OR
LINCOLN COUNTY	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
LINFIELD COLLEGE	OR
Linn Benton Lincoln Educational Services District	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
LINN COUNTY	OR
Linn County Sheriff Office	OR
LINN-BENTON COMMUNITY COLLEGE	OR
LINN-BENTON-LINCOLN ESD	OR
Literary Expectations dba Moore Academy	OR
Little Promises Children's Program	OR
Living Opportunities, Inc.	OR
LIVING WAY FELLOWSHIP	OR
Living Word Christian Center	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Local 290	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
Long Creek School District	OR
Long Tom Watershed Council	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
Love Thy Neighbor services	OR
Lowell Rural Fire Protection District	OR
LOWELL SCHOOL DISTRICT NO.71	OR
Lower Columbia Estuary Partnership	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Lucky Paws Rescue	OR
LUKE DORF INC	OR
MACDONALD CENTER	OR
Mainstage Theatre Company	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Maranatha Church	OR
MARCOLA SCHL DIST	OR
MARCOLA SCHOOL DISTRICT 079J	OR

MARION COUNTY FIRE DISTRICT #1	OR
MARION COUNTY HEALTH DEPT	OR
MARION COUNTY HOUSING AUTHORITY	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
Marist Catholic High School	OR
Marist High School	OR
MARYLHURST UNIVERSITY	OR
Mastery Learning Institute	OR
Math Learning Center, The	OR
McKay High School	OR
McKenzie Personnel Systems	OR
McKenzie River Trust	OR
MCKENZIE SCHOOL DISTRICT 068	OR
MCKENZIEWATERSHED COUNCIL	OR
McMinnville Adventist Christian School	OR
McMinnville Police Department	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
McMinnville Water & Light	OR
MEALS ON WHEELS PEOPLE, INC.	OR
MECOP Inc.	OR
Mederi Foundation DBA Mederi Center for Natural Healing	OR
MEDFORD SCHOOL DISTRICT 549C	OR
MEDFORD WATER COMMISSION	OR
MEDICAL TEAMS INTL	OR
MENNONITE HOME OF ALBANY INC	OR
Mental Health for Children, Inc.	OR
Merchants Exchange of Portland, Oregon	OR
Mercy Flights, Inc.	OR
METRO	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
METROEAST COMMUNITY MEDIA	OR
Metropolitan Contractor Improvement Partnership	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
METROPOLITAN FAMILY SERVICE	OR
Mid Columbia Children's Council	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
MID COLUMBIA MEDICAL CENTER-GRFAT ""N SMAI I	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Mid Rogue Imaging Center	OR
Mid Willamette Valley Community Action	OR
MID-COLUMBIA CENTER FOR LIVING	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
Mill City RFPD	OR
Milton-Freewater Unified School District No 7	OR
Milwaukie-Portland Lodge No.142 Benevolent and Protective Order of Elk	OR
Mission Increase Foundation	OR
MITCH CHARTER SCHOOL	OR
MOLALLA RIVER ACADEMY	OR
Molalla River School District	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
Molalla Rural Fire Protection District	OR
Monet's Children's Circle	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
MONROE SCHOOL DISTRICT NO.1J	OR
monument school	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
MORRISON CHILD AND FAMILY SERVICES	OR
MORROW COUNTY	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MOSAIC CHURCH	OR
Mosier Community School	OR
Mount Angel Abbey	OR
Mount Pisgah Arboretum	OR
Mountain Valley Therapy	OR
Mountain View Academy	OR
MSB	OR
Mt Emily Safe Center	OR
Mt Hood Hospice	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MT. HOOD COMMUNITY COLLEGE	OR
MT.SCOTT LEARNING CENTERS	OR
Muddy Creek Charter School	OR
MULTISENSORY LEARNING ACADEMY	OR
MULTNOMAH BIBLE COLLEGE	OR

MULTNOMAH COUNTY	OR
Multnomah County Department of Community Justice	OR
Multnomah County Dept of County Assets	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
MULTNOMAH LAW LIBRARY	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
NAMI LANE COUNTY	OR
NAMI of Washington County	OR
NAMI OREGON	OR
National Christian Community Foundation	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
NATIONAL PSORIASIS FOUNDATION	OR
NATIONAL WILD TURKEY FEDERATION	OR
Native American Youth and Family Center Early College Academy	OR
NEAH KAH NIE WATER DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
NEDCO	OR
Nehalem Bay House	OR
Nehalem Bay Wastewater	OR
NEHALEM ELEMENTARY SCHOOL	OR
NEIGHBORIMPACT	OR
Neskowin Valley School	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
Netarts Water District	OR
Netarts-Oceanside RFPD	OR
Network Charter School	OR
New Artists Performing Arts Productions, Inc.	OR
NEW AVENUES FOR YOUTH INC	OR
New Hope Christian College	OR
NEW HOPE COMMUNITY CHURCH	OR
New Horizon Christian School	OR
New Life Baptist Church	OR
New Life Fellowship Church of God	OR
NEWBERG FRIENDS CHURCH	OR
Nez Perce Tribe	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

NONPROFIT ASSOCIATION OF OREGON	OR
NORCOR Juvenile Detention	OR
Norkenzie Christian Church	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
NORTH BEND SCHOOL DISTRICT 13	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
North Coast Christian Church	OR
North Coast Family Fellowship	OR
North Douglas County Fire & EMS	OR
North Lake School District 14	OR
North Lincoln Fire & Rescue #1	OR
NORTH MARION SCHL DIST	OR
North Pacific District of Foursquare Churches	OR
North Portland Bible College	OR
North Powder Charter School	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Northern Wasco County PUD	OR
Northwest Academy	OR
Northwest Center for Alternatives to Pesticides	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
Northwest Family Services	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
Northwest Habitat Institute	OR
Northwest Health Foundation	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
Northwest Opening	OR
Northwest Power and Conservation Council	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
NORTHWEST YOUTH CORPS	OR
Northwood Christian Church	OR
NW POWER POOL	OR
NW REGIONAL ESD-HILLSBORO	OR
NW Sport Fishing	OR

NYSSA SCHOOL DISTRICT NO. 26	OR
Oak Heights PTC	OR
Oak Hill School	OR
OAK LODGE WATER DISTRICT	OR
OAKLAND SCHOOL DISTRICT 001	OR
Oasis Shelter Home	OR
Obsidian Urgent Care, P.C.	OR
Occu Afghanistan Relief Effort	OR
OCHIN	OR
OEA CHOICE TRUST	OR
OETC	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Office of the Ong Term Care Ombudsman	OR
OFFICE OF THE STATE TREASURER	OR
Ohara Catholic School	OR
OHSU FOUNDATION	OR
Old Mill Center for Children and Families	OR
Olive Plaza	OR
Oliver P Lent PTA	OR
OLIVET BAPTIST CHURCH	OR
OMNIMEDIX INSTITUTE	OR
ONTARIO MIDDLE SCHOOL	OR
Ontario School District	OR
Ontario School District 8C	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
Operation Christmas	OR
Opportunity Connections	OR
Opportunity Foundation of central Oregon	OR
OR INT""L PORT OF COOS BAY	OR
Oregonians for Food & Shelter	OR
Oregon & Southern Idaho District Council of Laborers'	OR
Oregon Air National Guard	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
Oregon Army National Guard	OR
OREGON BALLET THEATRE	OR
OREGON BOARD OF ARCHITECTS	OR
Oregon Board of Chiropractic Examiners	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Oregon Cascades West Council of Governments	OR
OREGON CHILD DEVELOPMENT COALITION	OR
Oregon Child Development Coalition (OCDC)	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON CITY PUBLIC SCHL	OR
Oregon Coast Aquarium, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON DEATH WITH DIGNITY	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON DEPT. OF CORRECTIONS	OR
OREGON DEPT. OF EDUCATION	OR
Oregon DEQ	OR
OREGON DONOR PROGRAM	OR
OREGON EDUCATION ASSOCIATION	OR
Oregon Emergency Management	OR
OREGON ENVIRONMENTAL COUNCIL	OR
Oregon Farm Bureau	OR
OREGON FOOD BANK	OR
Oregon Forest Industries Council	OR
Oregon Forest Resources Institute	OR
Oregon Funeral Directors Association	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Oregon Humanities	OR
Oregon Independent Automobile Dealers Association	OR
Oregon Institute of Technology	OR
Oregon Jewish Community Foundation	OR
Oregon Jewish Museum and Center for Holocaust Education	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
OREGON LONG SIGHT & HEARING	OR

OREGON LOTTERY	OR
Oregon Lyme Disease Network	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
Oregon Nikkei Endowment	OR
OREGON OFFICE OF ENERGY	OR
OREGON PEDIATRIC SOCIETY	OR
OREGON PROGRESS FORUM	OR
Oregon Psychoanalytic Center	OR
Oregon Public Broadcasting	OR
Oregon Research Institute	OR
Oregon Rural Electric Cooperative Association	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
OREGON SCHL BRDS ASSOCIAT	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
Oregon Social Learning Center	OR
Oregon State Board of Architect Examiners	OR
OREGON STATE BOARD OF NURSING	OR
Oregon State Credit Union	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON STATE FAIR	OR
Oregon State Fair Council	OR
OREGON STATE HOSPITAL	OR
Oregon State Lottery	OR
OREGON STATE POLICE	OR
Oregon State Treasury	OR
Oregon State University	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
OREGON SUPPORTED LIVING PROGRAM	OR
Oregon Technical Assistance Corporation	OR
OREGON TOURISM COMMISSION	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
Oregon Translational Research and Development Institute	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON UNIVERSITY SYSTEM	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

OSLC COMMUNITY PROGRAMS	OR
OSLC COMMUNITY PROGRAMS OCP	OR
OSU Deschutes County Extension Service	OR
Oswego Lake Country Club	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
OUR LADY OF THE LAKE SCHOOL	OR
OUR SAVIOR""S LUTHERAN CHURCH	OR
Our United Villages	OR
OUTSIDE IN	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
pacific u	OR
PACIFIC UNIVERSITY	OR
PacificSource Health	OR
Pain Society of Oregon	OR
Parenting Now!	OR
Parkinson's Resources of Oregon	OR
Parkrose School District 3	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
PDX Wildlife	OR
Peace Lutheran Church	OR
PENDLETON ACADEMIES	OR
Pendleton Police Department	OR
PENDLETON SCHOOL DISTRICT #16R	OR
PENTAGON FEDERAL CREDIT UNION	OR
PHILOMATH SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
Phoenix-Talent Schools	OR
Pine Eagle Charter School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
PIONEER TELEPHONE COOPERATIVE	OR
PIP Corps LLC	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
PLEASANT HILL SCH DIST #1	OR
PNW. For Puerto Rico Relief	OR

Point West Credit Union	OR
POLK COUNTY	OR
Polk County Fire District No.1	OR
Polk Soil and Water Conservation District	OR
PORT CITY DEVELOPMENT CENTER	OR
PORT OF BANDON	OR
PORT OF CASCADE LOCKS	OR
Port of Garibaldi	OR
Port of Hood River	OR
PORT OF SIUSLAW	OR
PORT OF ST HELENS	OR
PORT OF TILLAMOOK BAY	OR
Port of Toledo	OR
PORT OF UMPQUA	OR
Portland Actors Conservatory	OR
PORTLAND ADVENTIST ACADEMY	OR
PORTLAND ART MUSEUM	OR
PORTLAND BUSINESS ALLIANCE	OR
Portland Christian Center	OR
Portland Christian Schools	OR
PORTLAND COMMUNITY COLLEGE	OR
Portland Community Media	OR
Portland Community Reinvestment Initiatives, Inc.	OR
PORTLAND DEVELOPMENT COMMISSION	OR
PORTLAND HABILITATION CENTER, INC.	OR
Portland Japanese Garden	OR
PORTLAND JEWISH ACADEMY	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
PORTLAND OIC	OR
Portland Oregon Visitors Association	OR
Portland Parks Foundation	OR
Portland Police Sunshine Division	OR
PORTLAND PUBLIC SCHOOLS	OR
PORTLAND SCHOOLS FOUNDATION	OR
PORTLAND STATE UNIV.	OR
PORTLAND WOMENS CRISIS LINE	OR
Portland Yacht Club	OR
Portland YouthBuilders	OR
Prairie Baptist Church	OR
PREGNANCY RESOUCCE CENTERS	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

GRETER PORTLAND	
Prince of Peace Lutheran Church & School	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
Procurement Services/DAS	OR
PROFESSIONAL GLOBAL EXCHANGE INC.	OR
Prospect School District	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR
QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
QUEEN OF PEACE SCHOOL	OR
Rainbow Water District	OR
Rainier Assembly of God	OR
RAINIER POLICE DEPARTMENT	OR
RAINIER SCHOOL DISTRICT	OR
RB Pamplin Corporation	OR
Real Life Christian Church	OR
REALMS CHARTER SCHOOL	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
Redeemer Lutheran Church	OR
REDMOND FIRE & RESCUE	OR
REDMOND PROFICIENCY ACADEMY	OR
REDMOND SCHOOL DISTRICT	OR
REED COLLEGE	OR
REEDSPORT SCHOOL DISTRICT	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
RELEVANT LIFE CHURCH	OR
Reliance eHealth Collaborative	OR
Relief Nursery	OR
RENEWABLE NORTHWEST PROJECT	OR
Resource Connections of Oregon	OR
Reynolds High School	OR
REYNOLDS SCHOOL DISTRICT	OR
Riddle School District	OR
Ride Connection	OR
Risen Records	OR
River Network	OR
Riverdale School District 51J	OR

RIVERGROVE WATER DISTRICT	OR
Rockwood Water P.U.D.	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
ROGUE COMMUNITY COLLEGE	OR
ROGUE FEDERAL CREDIT UNION	OR
Rogue River Fire District	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
Rogue River Watershed Council	OR
Rogue Valley Humane Society	OR
Rogue Valley Youth Football	OR
Rolling Hills Baptist Church	OR
Rolling Hills Community Church	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Rose Haven	OR
ROSE VILLA, INC.	OR
ROSEBURG PUBLIC SCHOOLS	OR
Rural Development Initiatives	OR
Sabin-Schellenberg Technical Center	OR
Sacred Heart Catholic Church	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
Sacred Heart-St Louis Parish	OR
Safe Harbors	OR
SafeHaven Humane Society	OR
SAIF CORPORATION	OR
SAINT ANDREW NATIVITY SCHOOL	OR
SAINT CATHERINE OF SIENA CHURCH	OR
SAINT JAMES CATHOLIC CHURCH	OR
Salem Academy	OR
Salem Alliance Church	OR
SALEM ALLIANCE CHURCH	OR
Salem Area Chamber of Commerce	OR
SALEM AREA MASS TRANSIT DISTRICT	OR
SALEM ELECTRIC	OR
Salem Evangelical Church	OR
Salem First Presbyterian Church	OR
SALEM FREE CLINICS	OR
Salem keizar school district	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

Salem Keizer School District Purchasing	OR
Salem-Keizer 24J	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
SALMON-SAFE INC.	OR
Samaritan Health Services Inc.	OR
San Martin Deporres Catholic Church	OR
SANDY FIRE DISTRICT NO. 72	OR
Sandy Seventh-day Adventist Church	OR
Santiam Assembly of God	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
Santiam Canyon SD 129J	OR
SANTIAM CHRISTIAN SCHOOLS	OR
Scappoose Adventist School	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
SCIENCEWORKS	OR
ScienceWorks Museum	OR
Scio High School	OR
Scottish Rite	OR
SE WORKS	OR
Seal Rock Water District	OR
Seaside Fire & Rescue	OR
Seaside Public Library	OR
SEASIDE SCHOOL DISTRICT 10	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
SEED OF FAITH MINISTRIES	OR
SEIU Local 49	OR
SEIU LOCAL 503, OPEU	OR
SELCO Community Credit Union	OR
SELF ENHANCEMENT INC.	OR
SEPTL Southeast Portland Tool Library	OR
Serendipity Center Inc	OR
SERENITY LANE	OR
Serenity Lane Health Services	OR
Seven Feathers Casino	OR
SEVEN PEAKS SCHOOL	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
Sexual Assault Support Services	OR
Shangri La	OR
Shangri-La	OR
SHELTERCARE	OR

SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
Sheridan School District 48J	OR
SHERMAN COUNTY	OR
SHERMAN COUNTY SCHOOL DISTRICT	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
Sherwood Community Friends Church	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
SILVER FALLS SCHOOL DISTRICT	OR
SILVERTON AREA COMMUNITY AID	OR
Silverton Fire District	OR
Silverton Senior Center	OR
SISKIYOU INITIATIVE	OR
Siuslaw Public Library District	OR
SIUSLAW SCHOOL DISTRICT	OR
Siuslaw School District - Transportation	OR
SMART	OR
Smith Memorial Presbyterian Church	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
Society of American Foresters	OR
SOLUTIONS Yes	OR
SONRISE CHURCH	OR
Soroptimist International of Gold Beach, OR	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
SOUTH COAST HOSPICE, INC.	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
South Salem High Music Boosters	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
Southeast Uplift Neighborhood Coalition	OR
Southern Coos Hospital	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
Southern Oregon Project Hope	OR
SOUTHERN OREGON UNIVERSITY	OR
SOUTHWEST CHARTER SCHOOL	OR
Southwest Christian School	OR



**APPENDIX 7  
STATE NOTICE ADDENDEM**

Southwest Neighborhoods, Inc	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
Southwestern Oregon Public Defender Services, Inc.	OR
SPARC ENTERPRISES	OR
SPECIAL MOBILITY SERVICES	OR
Sphere MD	OR
SPIRIT WIRELESS	OR
SPONSORS, INC.	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
Springfield Public Library	OR
Springfield Public Schools	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
SPRINGFIELD UTILITY BOARD	OR
Springfield Elks #2145	OR
Spruce Villa, Inc.	OR
St Andrews Presbyterian	OR
St Frederic Catholic Church	OR
St Helens School District	OR
ST HENRYS CHURCH	OR
St John Fisher Catholic Church Portland Oregon	OR
St John the Baptist Greek Orthodox Church	OR
St Mark Presbyterian Church	OR
St Mary's Catholic School and Parish	OR
St Paul Baptist Church	OR
St Paul Catholic Church	OR
St Paul Parish School	OR
ST VINCENT DE PAUL	OR
ST. ANTHONY CHURCH	OR
ST. ANTHONY SCHOOL	OR
St. Elizabeth Ann Seton Church	OR
St. Helens, City of	OR
St. Joseph Shelter	OR
St. Katherine's Catholic Church	OR
St. Luke Catholic School	OR
St. Martins Episcopal church	OR
St. Mary Catholic School	OR
St. Mary School	OR
St. Mary's Church	OR
St. Mary's Episcopal Church	OR

ST. MARYS OF MEDFORD, INC.	OR
St. Matthew Catholic School	OR
St. Paul School District	OR
St. Peter Catholic Church	OR
St. Pius X School	OR
St. Stephen's Academy	OR
St. Therese Parish/School	OR
St. Vincent de Paul Church	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
STAND FOR CHILDREN	OR
STANFIELD SCHOOL DISTRICT	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
State Accident Insurance Fund Corporation	OR
STATE OF OREGON	OR
State of Oregon - Department of Administrative Services	OR
STAYTON FIRE DISTRICT	OR
Stone Creek Christian Church	OR
Store to Door	OR
Street Ministry	OR
Summa Institute	OR
SUMMIT VIEW COVENANT CHURCH	OR
Sunny Wolf Charter School	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
SUNRISE ENTERPRISES	OR
Sunrise Water	OR
sunrise water authority	OR
Sunset Presbyterian Church	OR
	OR
SUSTAINABLE NORTHWEST	OR
Sutherlin School District	OR
SW Community Health Center	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
Sweet Home United Methodist Church	OR
TAKE III OUTREACH	OR
Tamarack Aquatic Center	OR
Teacher Standards and Practices Commission	OR
Temple Beth Israel	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
Teras Interventions and Counseling Inc	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

The Alliance NW of the Christian & Missionary Alliance	OR
The ALS Association Oregon and SW Washington Chapter	OR
The Blosser Center for Dyslexia Resources	OR
The Canby Center	OR
THE CATLIN GABEL SCHOOL	OR
The Christian Church of Hillsboro Oregon	OR
The Church of Christ of Latter Day Saints	OR
THE CITY OF NEWPORT	OR
The Collins Foundation	OR
The Dalles Art Association	OR
The Dreaming Zebra Foundation	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
The Emerson School	OR
The Followers of Christ Church of Oregon City	OR
The Housing Authority of the County of Umatilla	OR
The Inn Home for Boys, Inc.9138	OR
The International School	OR
The Klamath Tribe	OR
The Lighthouse School	OR
The Madeleine Parish	OR
THE MILL CASINO	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
The Nature Conservancy, Willamette Valley Field Office	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
THE NEXT DOOR	OR
THE OREGON COMMUNITY FOUNDATION	OR
THE PORT OF PORTLAND	OR
The Ross Ragland Theater and Cultural Center	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
The Spiral Gallery	OR
The Sunriver Owners Association	OR
The Tucker-Maxon Oral School	OR
The Wallace Medical Concern	OR
THREE RIVERS CASINO	OR
Three Rivers School District	OR

Tilikum Center for Retreats and Outdoor Ministries	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
TILLAMOOK CNTY	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
Tillamook County Emergency Communications District	OR
Tillamook County Transportation Dist	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
Tillamook Fire District	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Tillamook School District	OR
Tillamook Seventh Day Adventist Church	OR
Tillamook Urban Renewal Agency	OR
TLO Farms	OR
Tokyo Int'l University of America, Inc	OR
Toledo Police Department	OR
TOUCHSTONE PARENT ORGANIZATION	OR
Tower Theatre Foundation, Inc	OR
TRAILS CLUB	OR
Training & Employment	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
Transition Projects, Inc	OR
Travel Lane County	OR
Treasure Valley Community College	OR
Tri-County Chamber of Commerce Inc	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Trillium Charter School	OR
TRILLIUM FAMILY SERVICES, INC.	OR
Trillium Sprigs	OR
TriMet Transit	OR
Trinity Lutheran	OR
Trinity United Methodist Church	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
Tualatin Lacrosse Club	OR
Tualatin Police Department	OR
Tualatin Soil and Water Conservation District	OR

**APPENDIX 7  
STATE NOTICE ADDENDEM**

TUALATIN VALLEY FIRE & RESCUE	OR
Tualatin Valley Water District	OR
TUALATIN VALLEY WATER DISTRICT	OR
Tuality Healthcare	OR
Turtle Ridge Wildlife Center	OR
UIUC	OR
Ukiah School District 80R	OR
UMATILLA COUNTY, OREGON	OR
Umatilla Electric Cooperative	OR
Umpqua Basin Water Association	OR
UMPQUA COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
Umpqua Community Health Center	OR
Umpqua Valley Public Defender	OR
UNION COUNTY	OR
Union County Economic Development Corp.	OR
UNION GOSPEL MISSION	OR
Union School District	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
Unitarian Universalist Church in Eugene	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
UNITED METHODIST CHURCH	OR
United Way of Lane County	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
United Way	OR
Unitus Community Credit Union	OR
UNIVERSITY OF OREGON	OR
University of Oregon - Purchasing and Contracting Services	OR
University Of Oregon Athletics Department	OR
UNIVERSITY OF PORTLAND	OR
University of Western States	OR
University of Oregon	OR
Urban Gleaners	OR
Urban League of Portland	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
US FISH AND WILDLIFE SERVICE	OR
USAGENCIES CREDIT UNION	OR

USDA Forest Service	OR
USO Northwest	OR
Vale School District No. 84	OR
VALLEY CATHOLIC SCHL	OR
Verde	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
VERNONIA SCHOOL DISTRICT 47J	OR
Veterans Affairs	OR
VFW POST 4248	OR
Victory Academy	OR
Vietnamese Christian Community Church	OR
Viking Sal Senior Center	OR
Village Home Education Resource Center	OR
Vineyard Christian Fellowship	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
VOLUNTEERS OF AMERICA OREGON	OR
Waldo Middle School	OR
WALLOWA COUNTY	OR
Wallowa County ESD	OR
Wallowa Future Foundation	OR
Wallowa Valley Center For Wellness	OR
WARNERPACIFIC COLG	OR
Warrenton Hammond School	OR
WASCO COUNTY	OR
WASHINGTON COUNTY	OR
Washington County Consolidated Communications Agency	OR
Washington County Facilities & Park Services	OR
Washington Park Transportation Management Association	OR
Waste-Pro	OR
WATER ENVIRONMENT SERVICES	OR
WE CARE OREGON	OR
West Coast Haunters Convention	OR
West Hills Christian School	OR
WEST HILLS COMMUNITY CHURCH	OR
West Linn Police	OR
West Linn Police Department	OR
WEST LINN WILSONVILLE SCHOOL	OR

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
West Salem Foursquare Church	OR
West Salem United Methodist	OR
WEST VALLEY HOUSING AUTHORITY	OR
Western Arts Alliance	OR
Western Environmental Law Center	OR
Western Mennonite School	OR
WESTERN RIVERS CONSERVANCY	OR
WESTERN STATES CENTER	OR
Western Wood Products Association	OR
WESTSIDE BAPTIST CHURCH	OR
Westside Church of Christ Inc	OR
Wheeler County	OR
WHITE BIRD CLINIC	OR
WHITEAKER MONTESSORI SCHOOL	OR
Wilco Farmers	OR
Wild Lilac Child Development Community	OR
Wild Rogue Youth Foundation, Inc.	OR
WILD SALMON CENTER	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
Willamette Carpenters Training Center, Inc	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
WILLAMETTE FAMILY	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
Willamette Neighborhood Housing Services	OR
WILLAMETTE UNIVERSITY	OR
Willamette Valley Babe Ruth	OR

Willamette Valley Baptist Church	OR
Willamette Valley Rehab Center	OR
WILLAMETTE VIEW INC.	OR
WILLAMINA SCHOOL DISTRICT	OR
Winding Waters Medical Clinic	OR
WINSTON-DILLARD SCHOOL DISTRICT 116	OR
WINTERSPRING CENTER	OR
Women"s Safety & Resource Center	OR
WOMENSPACE INC	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
Woodburn City Of	OR
WOODBURN SCHOOL DISTRICT 103	OR
WORD OF LIFE COMMUNITY CHURCH	OR
WORKSYSTEMS INC	OR
World Forestry Center	OR
World of Speed	OR
Yamhill Carlton School District	OR
Yamhill Community Care Organization	OR
YAMHILL COUNTY	OR
Yankton Baptist Church	OR
Yellowhawk Tribal Health	OR
Yellowhawk Tribal Health Center	OR
YMCA OF ASHLAND	OR
YMCA of Marion and Polk Counties	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Youth Dynamics	OR
YOUTH GUIDANCE ASSOC.	OR
Youth M.O.V.E. Oregon	OR
YWCA SALEM	OR
Zion Lutheran Church	OR

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EXHIBIT D: SAMPLE PARTICIPATING PUBLIC AGENCIES SERVICE AGREEMENTS



**Participating Public Agency Service Agreement -  
Sample Exhibit**

**KONE Inc. Proposal to Supply FOR ELEVATOR, ESCALATOR, WALKWAY, AND LIFT, NEW CONSTRUCTION, MODERNIZATION, MAINTENANCE, AND REPAIR SERVICES under the Public Promise Procurement utilizing the Maricopa County Master Agreement (Reference 230122-RFP).**

The parties hereby agree to be bound to the Terms and Conditions of the Maricopa County Master Contract (Reference 230122-RFP) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). The terms and conditions contained in this Exhibit 4 shall supersede and prevail over the Master Agreement mutually accepted by the Participating Public Agency and KONE.

**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

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(Signature)

---

(Print Name)

(Print Title)

Date: \_\_\_/\_\_\_/\_\_\_

Respectfully submitted,  
**KONE Inc.**

---

(Submitted By)

---

(Approved By)      Authorized Representative

---

(Title)

Date: \_\_\_/\_\_\_/\_\_\_

Dedicated to People Flow™



# KONE MODERNIZATION PROPOSAL

Proposal:  
Proposal Date:

Sample Template – HydroMod DX  
TBD





**KONE Inc.**  
TBD Office

Address  
City, ST  
Phone #  
email  
[www.kone.us](http://www.kone.us)

Dear XXX,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$TBD** (excluding sales tax):

- This proposal is based on 202X installation.
- This proposal is valid for (30) days.
- Anticipated downtime: X weeks per unit for modernization + X weeks for inspection.

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

We look forward to hearing from you and working together on this project.

Yours sincerely,



## Table of Contents

Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

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

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

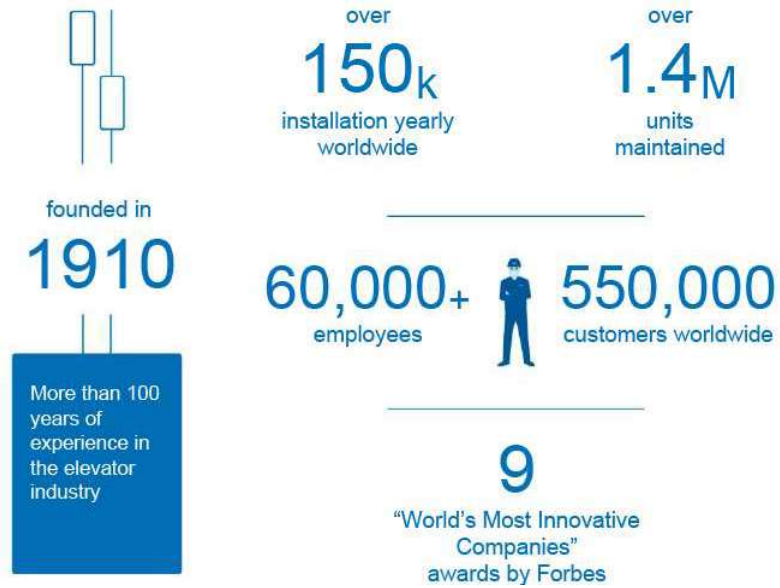


## 1. Why KONE?

### 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

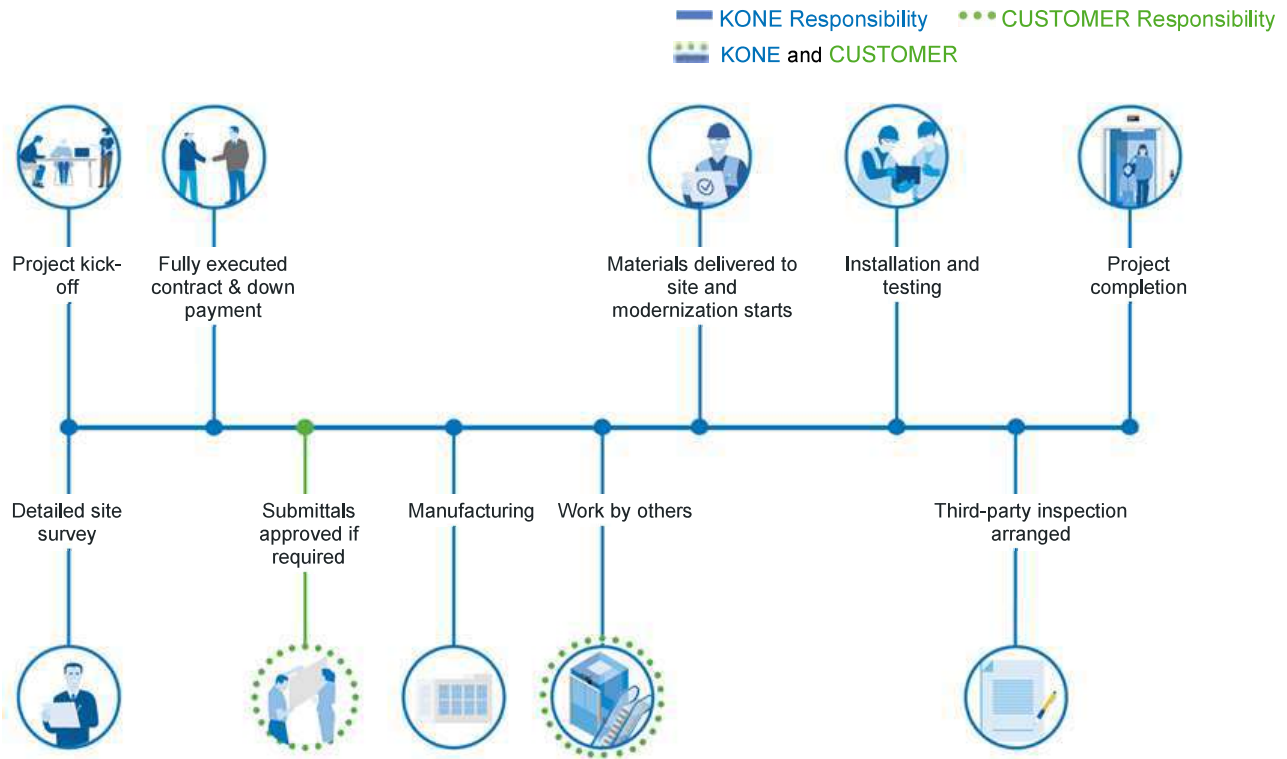
KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ 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



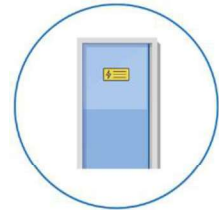
### 3. Your solution

Rated load	TBD
Rated speed	TBD
Travel height	TBD
Number of floors	TBD floors / TBD front openings / TBD 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.



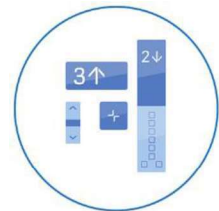
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading. Each controller cabinet containing memory equipment shall 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. Typical design to include the following:

- #4 stainless steel vandal resistant.
- Car signalization to include code compliant car operating panel with digital position indicator (COP qty to match existing).
- Emergency Video Communication per code compliance.
- Hall signalization to include new hall stations, Hall lanterns and position indicators where required and Code Blue and Pink Operation where required.
- Fire Command Panel & Intercom provided where required by code.
- Voice Annunciation
- Provisions for customer supplied Card Reader inside the Car





## Doors

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### Door Panel(s)

New car and hoistway door panel(s) shall be provided where applicable. New hoistway door(s) shall be UL fire rated 1 1/2 hour.

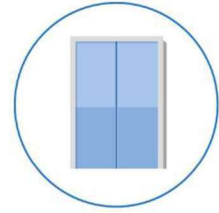
### KONE ReNova Door Operator (Complete Car and Hoistway replacement)

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.

Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car and hoistway door where applicable. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

### Curtain of Light (3D)

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.



## Shaft equipment

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### Guide Shoes

New roller guide assemblies shall be provided.





## Hydraulic equipment

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### Field Pipe & Accessories

New field pipe and or accessories shall be provided as required.

### Power Unit

A hydraulic power unit, especially designed and manufactured for this service, will be furnished. For units requiring less than 40hp motors, the motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. For units requiring 40hp and larger motors, the motor and pump will be mounted outside of the tank reservoir. 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.

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.

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.



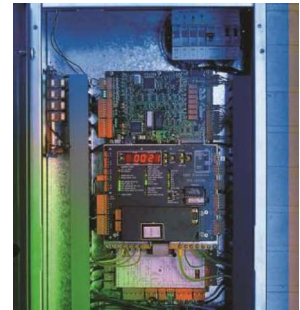


## Solution details

### Electrification

#### Product name **KONE HydroMod DX**

Elevator group size	TBD
Number of floors served	TBD
Code year	TBD
Speed [FPM]	TBD
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Power supply voltage [v]	TBD
Type of power unit	TBD
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
New motor size (hp)	TBD
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	TBD
Interface to Lobby/Fire Panel	TBD
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.
Battery backup	TBD
Medical service	TBD
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed as required



### Fixtures

#### Product name **Custom Fixtures**

Number of floors served	TBD
Capacity [LBS]	TBD
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	TBD





Qty of Car Direction lanterns	TBD
Qty of new hall stations	TBD
Qty of new hall lantern/position indicator combos	TBD
Qty of hoistway access switches	2

**Doors**

**Product name**                      **Door Panel(s)**

Number of floors served	TBD
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	TBD
Hatch panel finishing material	New hatch door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish TBD.



**Product name**                      **KONE ReNova Door Operator**

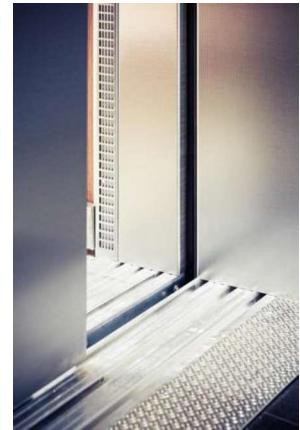
Number of floors served	TBD
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	TBD
Door package type	KONE ReNova M3 door package includes a new door operator, restrictive clutch, car and hoistway door track, car gate switch, car and hoistway hangers, car and hoistway door panel adapters, hoistway door interlocks and closers, and hoistway pick up rollers.
Hatch headers	New hatch headers will be provided as required for the specified number of openings.





### Product name **Curtain of Light**

Number of floors served	TBD
Code year	TBD
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.



### Shaft equipment

#### Product name **Guide Shoes**

Capacity [LBS]	TBD
Speed [FPM]	TBD
Car guide dust covers	Yes
Car guide shoes adapters	Yes, where required
Car guide shoe type	TBD

### Hydraulic equipment

#### Product name **Field Pipe & Accessories**

Capacity [LBS]	TBD
Speed [FPM]	TBD
Field Pipe Length (in)	TBD
Field Pipe Size	TBD
Isolation Coupling (Pair)	Two (2) sound isolation couplings will be provided in the oil line between the power unit and the hydraulic cylinder(s). Each coupling will consist of flanges separated by a neoprene seal to absorb vibration.
Mainline Shutoff Valves	Two manual safety valves will be supplied in the oil line at the jack unit (pit) and in the machine room.
Oil Return Pump	An electric oil return system consisting of a pump with oil line and necessary fittings will be provided to automatically return oil from the cylinder head collector ring to the power unit oil reservoir tank.

#### Product name **Power Unit**

Capacity [LBS]	TBD
Speed [FPM]	TBD
Type of power unit	TBD



New motor size (hp)	TBD
Motor Starts per Hour	80 Standard
Control Valve OEM	Maxton
Down Compensated Valve	A new down compensated valve will be provided which provides a constant rate of speed in the down direction with varying loads.
Field Pipe Length (in)	TBD
Field Pipe Size	TBD
Jack location	TBD
Jack type	TBD
Load class	TBD
Qty Jacks per Car	TBD
Tank Heater	A tank heater will be provided to keep the temperature of the oil at a proper operating level.



## 4. Commercial Offer

**Project notes** [Insert project specific notes here]

**Handover date** Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **TBD 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** TBD weeks per unit

### Pricing

Equipment	Shaft equipment	Fixtures	Machine/motor	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: TBD	●	●		●	●	●	\$ TBD

**Total Sales Price, net excluding Sales TAX \$ TBD**

### Additional Options for your Consideration

<u>Alternates</u>	<u>Price excl. tax</u>
Alternate 1	\$TBD

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.



## Tender Approval

### KONE

Name  
Address  
City, ST  
email

### Owner/Representative

Name  
Company  
Address  
City, ST

Submitted by:

Name  
Title  
Date

We accept the offer constituted by this proposal (total sales price of \$1,651,120.50) and agree to the conditions contained therein.

### Approved by Customer

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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](https://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 in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

#### **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

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, as well as increased costs resulting from any change in law or tariffs.

#### 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.



## Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

### 1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

### 2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

### 3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

### 4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.



## 5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

## 6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

## 7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

## 8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

Dedicated to People Flow™



# KONE MODERNIZATION PROPOSAL

Proposal:  
Proposal Date:

Sample Template – ReGenerate DX (Gearless)  
TBD



**KONE Inc.**  
TBD Office

Address  
City, ST  
Phone #  
email  
[www.kone.us](http://www.kone.us)

Dear XX,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$TBD** (excluding sales tax):

- This proposal is based on 202X installation.
- This proposal is valid for (30) days.
- Anticipated downtime: X weeks per unit for modernization + X weeks for inspection.

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

We look forward to hearing from you and working together on this project.

Yours sincerely,



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Appendix 2: Clarifications

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

Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

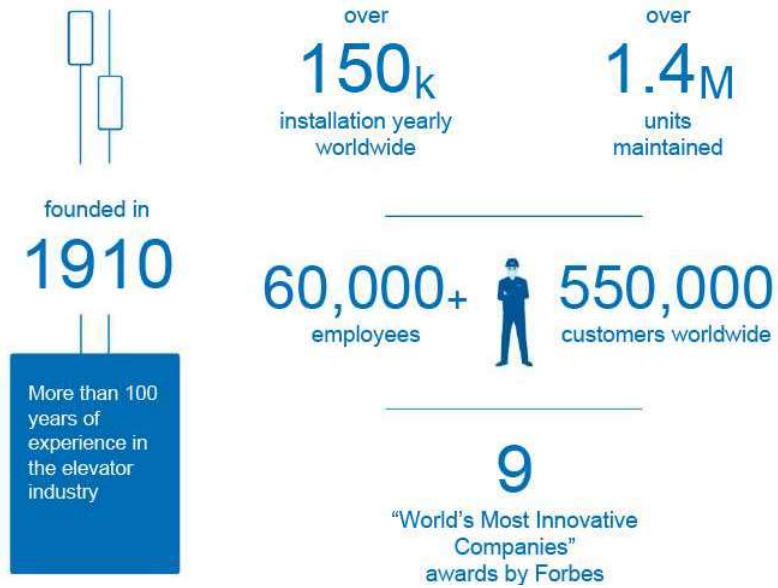


## 1. Why KONE?

### 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.

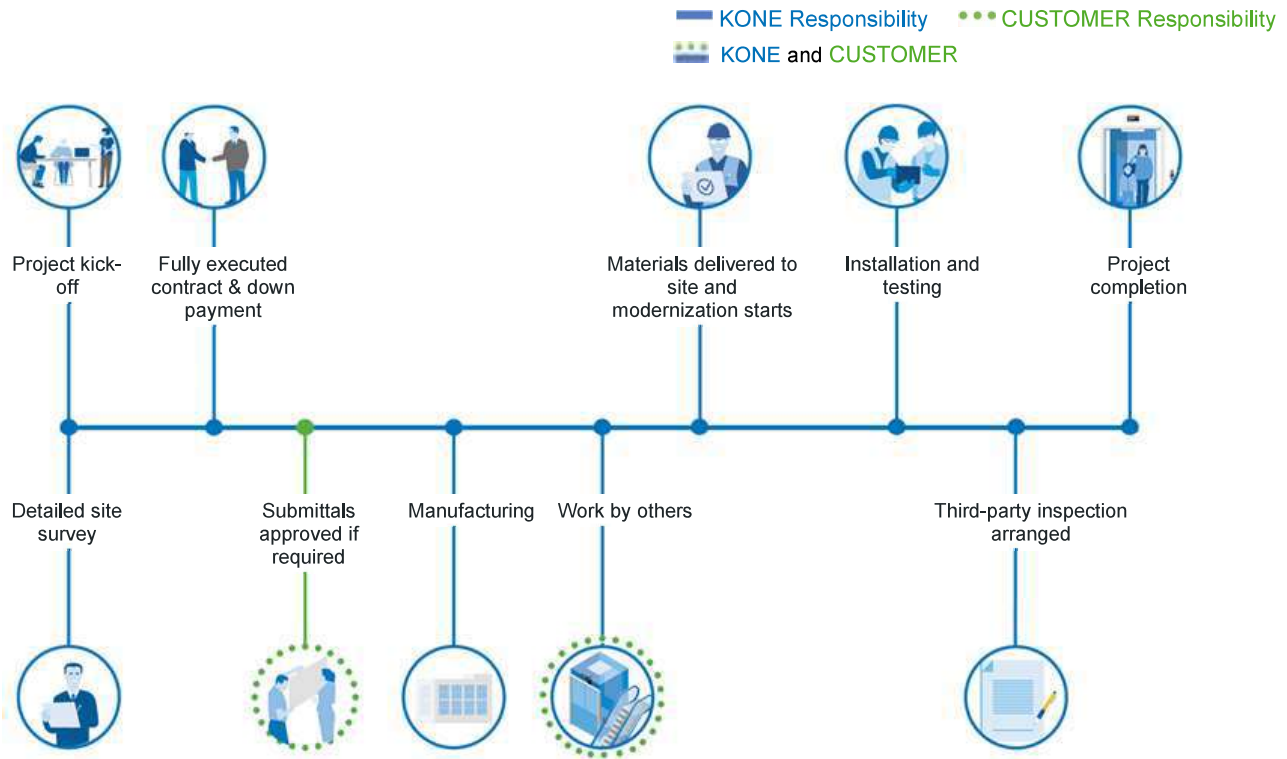
- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards





## 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



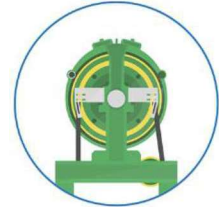
### 3. Your solution

Rated load	TBD
Rated speed	TBD
Travel height	TBD
Number of floors	TBD floors / TBD front openings / TBD rear opening

#### Machine/motor

##### KONE MX Machine

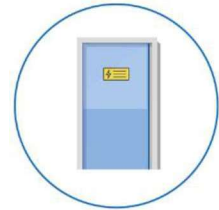
A new KONE MX AC Gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave shall be provided. Brake shall be spring applied and electrically released and designed to hold car at the floor level after coming to rest. The drive sheave shall be accurately turned and grooved for the quantity and size of hoist ropes applicable to service.



#### Electrification

##### KONE ReGenerate DX

KONE ReGenerate 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 ReGenerate 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.

The control for the hoist motor will be by means of a solid-state drive system. The system will be a controlled pulse-width modulated AC vector drive. The variable voltage variable frequency drive will convert the AC power supply using a two-step process to a variable voltage variable frequency power supply for use by the hoist motor. Varying the frequency and voltage of the motor will automatically and continuously control the speed, acceleration and deceleration. The system will be closed loop.

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.

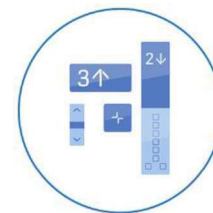


## Fixtures

### Custom Fixtures

New signalization shall be provided. Typical design to include the following:

- #4 stainless steel vandal resistant.
- Car signalization to include code compliant car operating panel with digital position indicator (COP qty to match existing).
- Emergency Video Communication per code compliance.
- Hall signalization to include new hall stations, Hall lanterns and position indicators where required and Code Blue and Pink Operation where required.
- Fire Command Panel & Intercom provided where required by code.
- Voice Annunciation
- Provisions for customer supplied Card Reader inside the Car



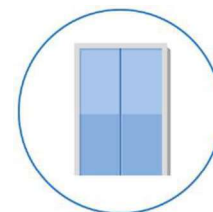
## Doors

### Door Panel(s)

New car and hoistway door panel(s) shall be provided where applicable. New hoistway door(s) shall be UL fire rated 1 1/2 hour.

### KONE ReNova Door Operator (Complete Car and Hoistway replacement)

A KONE ReNova closed loop permanent magnet PWM high-performance door operator shall be provided to open and close the car and hoistway doors simultaneously. Door movement shall be cushioned at both limits of travel. An electric contact shall be provided on the car at each car entrance to prevent the operation of the elevator unless the car door is closed. The door operator shall be arranged so that, in case of interruption or failure of electric power, the doors can be readily opened by hand from within the car, in accordance with applicable code.



Emergency devices and keys for opening doors from the landing shall be provided as required by the local code. Doors shall open automatically when the car has arrived at or is leveling at the respective landings. Door shall close after a predetermined time interval or immediately upon pressing of a car button. A door open button shall be provided in the car. Momentary pressing of this button shall reopen the doors and reset the time interval. Door hangers and tracks shall be provided for each car and hoistway door where applicable. Tracks shall be contoured to match the hanger sheaves. The hangers shall be designed for power operation with provisions for vertical and lateral adjustment. Hanger sheaves shall have polyurethane tires and pre-lubricated sealed-for-life bearings.

### Curtain of Light (3D)

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.



## Shaft equipment

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### Comp. Ropes & Chains

New compensation (ropes or encapsulated chain) as required.

### Guide Shoes

New roller guide assemblies shall be provided for car and counterweight.

### Governor

The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed.

The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure.

Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.

### Traction Ropes

New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI code.

### Governor Ropes

A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.





## Solution details

### Machine/motor

#### Product name **KONE MX Machine**

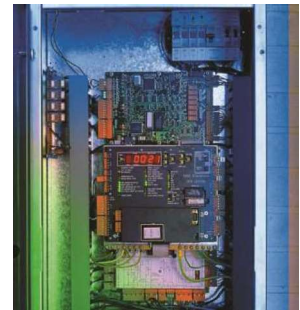
Elevator group size	TBD
Capacity [LBS]	TBD
Speed [FPM]	TBD
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	TBD
KONE MX machine type	TBD
Machine Room Location	TBD



### Electrification

#### Product name **KONE ReGenerate DX**

Elevator group size	TBD
Number of floors served	TBD
Code year	TBD
Capacity [LBS]	TBD
Speed [FPM]	TBD
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	TBD
Power supply voltage [v]	TBD
Emergency power	TBD
KONE MX machine type	TBD
Machine Room Location	TBD d
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	TBD
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.
Drive size	TBD





Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torqueing so higher performance can be achieved.
Hoistway duct	KONE will remove all existing wiring, conduit and duct from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed as required
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.

**Fixtures**

Product name	Custom Fixtures
Number of floors served	TBD
Capacity [LBS]	TBD
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	TBD
Qty of Car Direction lanterns	TBD
Qty of new hall stations	TBD
Qty of new hall lantern/position indicator combos	TBD
Qty of hoistway access switches	2

**Doors**

Product name	Door Panel(s)
Number of floors served	TBD
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	TBD
Hatch panel finishing material	New hatch door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish TBD.





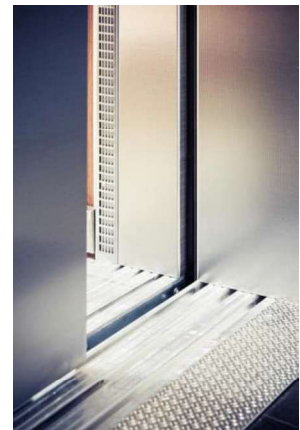
**Product name** **KONE ReNova Door Operator**

Number of floors served	TBD
NEMA rating (HW)	Hoistway rating is NEMA 1.
Door type	TBD
Door package type	KONE ReNova M3 door package includes a new door operator, restrictive clutch, car and hoistway door track, car gate switch, car and hoistway hangers, car and hoistway door panel adapters, hoistway door interlocks and closers, and hoistway pick up rollers.
Hatch headers	New hatch headers will be provided as required for the specified number of openings.



**Product name** **Curtain of Light**

Number of floors served	TBD
Code year	TBD
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.



**Shaft equipment**

**Product name** **Comp. Ropes & Chains**

Capacity [LBS]	TBD
Speed [FPM]	TBD
New roping ratio	TBD
Compensation type	New Whisper-Flex style compensation will be provided where required to ensure proper counter balance in accordance with application criteria.
Compensation quantity	TBD
Guidance system	TBD
Hoist cable diameter	TBD
Qty of hoist cables	TBD



Product name	Guide Shoes
Capacity [LBS]	TBD
Speed [FPM]	TBD
Car guide dust covers	Yes
Car guide shoes adapters	Yes, where required
Car guide shoe type	TBD
Counterweight guide shoes adapters	Yes, where required
Cwt guide dust covers	Yes
Counterweight guide shoe type	TBD

Product name	Governor
Capacity [LBS]	TBD
Speed [FPM]	TBD
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	TBD
Tension weight	New

Product name	Traction Ropes
Capacity [LBS]	TBD
New roping ratio	TBD
Hoist cable diameter	TBD
Qty of hoist cables	TBD
Machine Room Location	TBD
Shackles	New shackles will be provided.



Product name	Governor Ropes
Capacity [LBS]	TBD
Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	TBD





## 4. Commercial Offer

**Project notes** [Insert project specific notes here]

**Handover date** Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **TBD 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** TBD weeks per unit

### Pricing

Equipment	Shaft equipment	Fixtures	Machine/motor	Doors	Electrification	Hydraulic equipment	Price (\$)
Elevator: TBD	●	●	●	●	●		\$ TBD

**Total Sales Price, net excluding Sales TAX \$ TBD**

### Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1	\$TBD

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.



## Tender Approval

### KONE

Name  
Address  
City, ST  
email

### Owner/Representative

Name  
Company  
Address  
City, ST

Submitted by:

Name  
Title  
Date

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

### Approved by Customer

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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](https://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 in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

#### 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

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, as well as increased costs resulting from any change in law or tariffs.

#### 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.



## Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

### 1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

### 2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

### 3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

### 4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.





## 5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

## 6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

## 7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

## 8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

Dedicated to People Flow™



Proposal for

# Project Name

ACCOUNT NAME  
Attention: Customer Name

KONE People Flow Solution Proposal  
Date



**Account Name**  
 Attention: Customer Name  
 Address



KONE People Flow Solutions Proposal  
 Project Name  
 Date  
 Tender #

Prepared by: Salesperson, Title  
 Phone number  
 first.last@kone.com

## 1. Proposal

### Pricing summary

The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	 Elevator Price
Group 1				
 Elevator 1	1 x KONE MonoSpace 500 DX	3500 lbs / 350 fpm	Landings: 12 Entrances: 12 front / 0 rear	\$ XXX,XXX.00
<b>Total Sales Price, net including TAX</b>				<b>\$ XXX,XXX.XX</b>

### Additional options

The following options may be added to our proposal if desired.

### Validity of proposal

Our proposal is based on the architectural drawings dated XXX and specification (Division 14) dated XXX and meets the general intent of the project. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements / Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document, this Proposal shall supersede and prevail. This Proposal is valid for 30 days.



## 2. Your Solution

### Elevator Technical Specification

	Group 1
	Elevator 1
KONE Solution	
Machinery location	
Capacity (lb)	
Speed (fpm)	
Travel height (ft)	
Stops	
Front entrances	
Rear entrances	
Control system	
Regulations	
Shaft size (W x D) (ft)	
Pit depth (ft)	
Clear Height under Ceiling (ft)	
Power supply, machinery (V / Hz)	
Car size (WxDxH) (in)	
Door opening dimensions (WxH) (ft)	
Controller location	



## Design Group 1 – Elevator 1



Rear and Side walls



Front and Side walls



Do you want to see the design in 3D view?  
Click below

→ KONE CAR DESIGNER



Copy- paste the below url to the web browser if the button failed:  
<https://cardesigner.kone.us/#/doc/3575ff8e-0fd4-4537-a193-5d8147cdf4ba>  
Disclaimer text placeholder

## Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist.

### Elevator 1

Car walls  
Front wall  
Ceiling  
Flooring by others

Handrail  
Skirting  
Car Fan  
Protection pads

Door type  
Door material



Sill material

Number of car operating panels (COP)

COP details

Jamb mounted destination indicator

Signalization Series

### Additional Options

---

Hall/Lobby panel included

Locking of car calls switch type

### Hazard Avoidance

---

Emergency battery drive

Operation of car ventilation

Regenerative drive

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
12 Front	11	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
11 Front	10	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
10 Front	9	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
9 Front	8	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
8 Front	7	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
7 Front	6	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
6 Front	5	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
5 Front	4	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
4 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
3 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern
2 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
1 Front	B	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Hall Lantern

### 3. Project-Specific Clarifications

- Project-specific clarifications

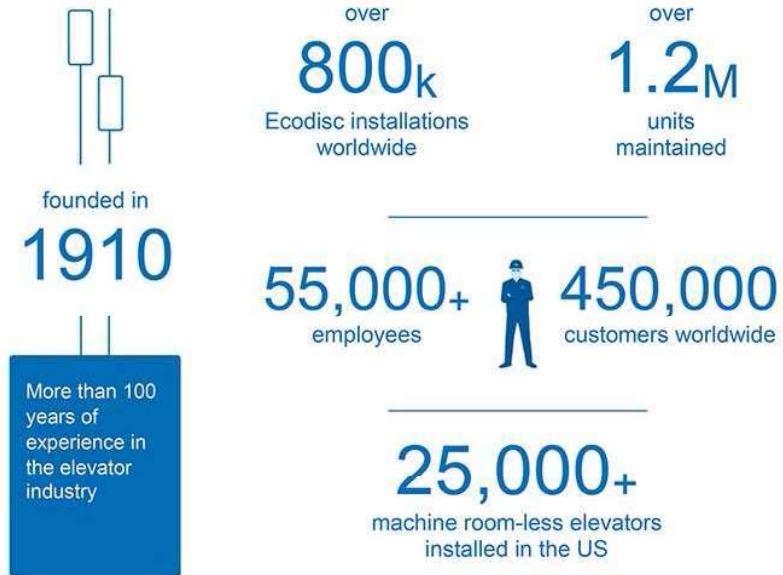


## 4. Why KONE?

### KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



### Product offer

#### KONE MonoSpace DX®

A flexible machine room-less traction elevator solution for low to mid-rise buildings.

- Excellent eco-efficiency – hoisting technology, lighting, and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator.



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

KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



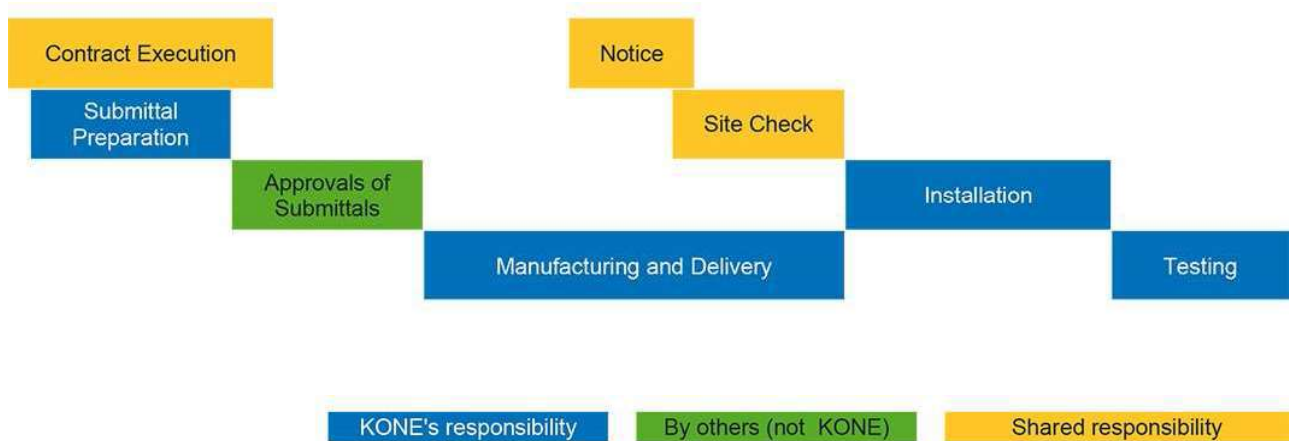
Read more at [kone.us/connected](https://kone.us/connected)



## 5. Ensuring Project Success

### Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Task	Duration	Description
Preparation of Submittals	X weeks	From receipt of contract and first payment.
Contract Review	X weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	XX weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.
Notice to commence on site and site check	X weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	XX weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	XX weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.





## Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment "B" / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

## Warranty / maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.



## Price Adjustment

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, as well as increased costs resulting from any change in law or tariffs.

## Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

## Sourcing

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

## Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

## Completion

**The price is based on KONE completing its work by December 31, 20\*\***, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

## Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$X,XXX / month per unit) and labor for double handling of the materials (\$X,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$X,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.



## Operator time

**No operator time is included in this proposal.** If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$XX0/hour for straight time or \$X00/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

## Temporary construction time use

This proposal does not include provisions for temporary use of the elevator(s). Should temporary use be required, a monthly fee (\$X,X00), costs of temporary inspections / re-inspections (\$X,X00), and a hoistway screening cost (if applicable) will apply per elevator. Any additional cost for screening the hoistway (if applicable) and readjusting / refurbishment will be paid by customer. The General Contractor will provide:

- Protection of the elevator(s)
- Protection of hoistway openings
- Electrical service
- Temporary car enclosure
- Operator
- Two-way voice communication boxes at each landing

The KONE Temporary Acceptance Form shall be executed before any elevator is placed into temporary service. Please note that KONE requires two weeks minimum to refurbish the elevator(s) to a "like new" state prior to final turnover.

## Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant.

## Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades.

## Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

## Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

## Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product



limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.

## 6. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Project Name

Proposal No: Tender #

Site Address:

Total Sales Price: \$

**Customer**

---

ACCOUNT NAME

Date

---

Signature

---

Printed name



## **Bid Attachment “A” / KONE Inc. General Terms and Conditions (New Equipment)**

### **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 30 days from the date of the Bid Letter unless stated otherwise. Prior to commencing manufacturing, 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, which is incorporated by reference herein, or Equipment turnover, whichever occurs first.

If certified payroll reporting is required, KONE will submit 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 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. 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 verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation. If there are 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. KONE shall not

participate in a composite clean-up crew or any costs thereto. KONE shall not attend jobsite meetings until mobilized onsite.

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. Should damage occur to KONE property, material or work-in- place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages. 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 prior to Equipment turnover.

### **6. TEMPORARY USE**

Temporary use 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 in order for KONE to perform its work shall be Customer’s sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE’s Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

### **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 punchlist. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manual on a flash drive. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.



## **Bid Attachment "A" / KONE Inc. General Terms and Conditions (New Equipment)**

### **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. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

### **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. BACKCHARGES**

KONE shall not be responsible for backcharges unless Customer provides at least 2 business days' written notice prior to incurring such charges, supporting documentation and such charges directly arise out of KONE's failure to perform under the Proposal.

### **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**

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, as well as increased costs resulting from any change in law or tariffs.

### **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.



## Advanced People Flow (APF) Attachment to Bid "B" Work by Others

### Purchaser to provide the following in accordance with code requirements

**NOTE: All Work by Others is required to be completed two (2) weeks prior to the start of APF installation.**

#### **KONE Access Control (if provided)**

1. General: provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
2. If KONE Access 500: provide two (2) dedicated 15 amp 120 VAC fused service with ground in the control space connected to designated ACS cabinet(s) per the ACS wiring diagrams. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
3. If KONE Access 500: if Mobile Device feature is provided, the customer provides the site-specific configuration cards and two valid mobile credentials for testing to KONE during installation. Consult with your sales rep or bid letter.
10. A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
11. Any required interface software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
12. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.

#### **Turnstile Integration for KONE Destination (if provided)**

4. Provide one (1) dedicated GFCI protected 20 amp 120 VAC (15 amp in Canada) duplex outlet for People Flow Servers per the wiring diagrams.
5. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
6. Provide IP addresses per KONE LAN schedule. IP addresses are required for, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
7. Provide and install the required number and size conduit runs from elevator hoistways to turnstile banks. See turnstile integration specifications for site specific requirements.
13. General: when KONE Destination (Destination Dispatch) is used, provide one (1) dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for shaft power. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
14. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KCEGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
15. Provide a VLAN with a minimum 100 Mbit/s dual ethernet connections with dual RJ45 jack in each machine room/control room/control space. Consult with your sales rep or bid letter.
16. If KONE Destination 820: provide a minimum 100 Mbit/s dual ethernet connections with dual RJ45 jacks between elevator groups and across hallways where machine rooms/control rooms/control spaces form the same group (minimum CAT6 up to 100m, fiber Optics if greater than 100m).
17. If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet that has a LAN riser to power Core and Shaft LAN Switches. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
18. If KONE Destination 1020: provide one (1) additional dedicated 15 amp 120 VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) to power the Site

#### **3<sup>rd</sup> Party Access Integration/Security (if provided)**

8. Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s), and Multimedia Equipment.
9. Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.



## Advanced People Flow (APF) Attachment to Bid "B" Work by Others

Controller and Edge Router modules. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

19. If KONE Destination 1020: provide a dedicated OM3 optical fiber link with SC connectors and terminated into a patch panel to integrate machine rooms.
20. If KONE Destination 1020: if Elevator Guide (EG) display is provided; provide a Full HD TV with HDMI v1.4 interface and a minimum size of 24". Provide a 120 VAC power outlet at the location of the EG display to provide power to the TV and proper HDMI cables to connect the HDMI output provided by KONE into the HDMI input of the provided TV. If the EG display is located 30 ft (10 m) or farther from the elevator shaft, proper HDMI signal extension means shall be provided.

### E-Link (if provided)

21. A designated 15 amp 120 VAC circuit is required at each of the remote monitoring stations.
22. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
23. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to, KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN Destination Guidance Displays (DGD), and LAN InfoScreen.
24. BACnet additional requirements (if provided):
  - a. Provide all E-Link features required.
  - b. Provide BACnet Device IDs for Devices.
  - c. Provide BACnet Revision Level requested for the site (PR-18 supported or not).

### KONE Remote Call (if provided)

25. Provide one (1) dedicated CFCI protected 20 amp 120 VAC - amp duplex (15 amp in Canada) outlet per the Remote Call wiring diagrams.
26. KONE recommends a minimum 100 Mbit/s Ethernet for each of the following applications: Security Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multimedia Equipment, and Card Readers.
27. Provide one (1) public IP v4 address that can be accessed via the Internet.
28. Provide IP addresses per KONE LAN schedule. IP addresses are required, but not limited to,

KONE Group Controllers (KGC), KONE Interface Controllers (KIC), LAN Destination Operating Panels (DOP), LAN.

### InfoScreen (if provided)

29. If InfoScreen is offline, none of the below is applicable. Provide one (1) RJ45 CAT6 jack and network switch in each elevator machine room/control space that has an InfoScreen server. This jack is wired to a building LAN network with internet access. In the machine room/control space, pipe and wire CAT6 cable from the switch to the InfoScreen Server Box.
30. Provide one (1) IP address for each InfoScreen server.
31. Provide another RJ45 CAT6 jack and VLAN configuration to the next elevator machine room/control space that has elevators with InfoScreens. This is to connect two Group Connection Boxes from two elevator machine rooms/control space.
32. Provide a dedicated 15 amp 115 VAC fused disconnect with ground PE per machine room/control space piped and wired to the first InfoScreen Group Connection Box
33. If InfoScreen TV Streaming Video is to be used, the equipment and converters will be located in a building IT room as shown in the wiring diagram. Provide another RJ45 CAT6 jack and VLAN configuration in InfoScreen IP network range for Video Encoder Board in the machine room/control space that has the last Group Connection Box. Provide a Cable TV Box as needed, or other device that will stream composite video output.

### Elevator Variable Message Display (If provided)

34. An outlet marked as, "elevator equipment only" must be provided at each display location. The outlets may be powered by a separate breaker but must share the same power source as the elevator. Amperage requirements for the outlets shall be calculated based on the requirements of the monitors provided by others.





**Site Safety Requirements / Work by Others**  
**KONE MonoSpace 500 Bid Attachment "B"**

**Purchaser to provide the following in accordance with code requirements. NOTE: All site preparation required to be in place prior to KONE's start must be ready two (2) weeks prior to the start of installation.**

**General**

1. Provide sufficient on-site refuse containers for the disposal of the elevator packing material. Should sufficient containers not be provided, the removal of the elevator packing material shall become the responsibility of others.
2. Provide forklift for KONE's exclusive use during the unloading of the elevator at time of delivery.
3. Provide any cutouts to accommodate the elevator equipment (see notes below).
4. Provide and install finished elevator cab flooring prior to balancing cabs (coordinate with KONE). Cab flooring/weight allowance shall be in accordance with KONE's approved layouts. Owner must provide certification (to the elevator inspector at time of inspection) that flooring meets flame spread and smoke density requirements. (ASME A17.1/CSA B44 sec 2.14.2.1).
5. Provide permanent elevator lobby lighting, ceiling and flooring prior to inspection date.
6. Owner must provide certification (to the elevator inspector at time of inspection) that owner-supplied elevator interior finishes meet flame spread and smoke density requirements (ASME A17.1/CSA B44 sec. 2.14.2.1). In the case of using glass, transparent or translucent plastic panels for car interiors, they shall meet the requirements of ASME A17.1/CSA B44 sec. 2.14.1.8, ANSI Z97.1/ CGSB 12.1 in Canada.
7. Provide cutting/ coring of all openings and penetrations required to install hall push buttons, signal fixtures, wiring duct and piping, and sleeves. Sleeves will be required in the hoistway wall for EACH elevator.
8. Provide any repairs such as grouting, patching and painting made necessary by such cutting/ coring. Provide fire caulking around all fixtures and as needed to satisfy NFPA 70 article 300.21, or any applicable local code.
9. Please note that none of the elevator components are weather- proof and that the elevator entrances do not seal the hoistway from inclement weather. The entire elevator, hoistway, and controls must remain protected from inclement weather prior to and throughout the installation.
10. If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

**Safety**

11. Provide adequate, rollable access with a minimum opening of 8' x 8' (2.5 m x 2.5 m) into the building. Clean, safe, secure, dry space is required adjacent to the hoistway at grade level, minimum of 21' x 56' [6.4m x 17m] per elevator for storage of materials.
12. Provide free-standing, removable, OSHA-compliant barricades capable of withstanding 200lb (890N) of force in all directions around all hoistway openings per OSHA 29 CFR 1926.502, and/or any applicable local code.
13. Provide and install full-covering entry protection as per local requirements and manufacturer's requirements. Protection to be made of nylon mesh or reinforced plastic, at all hoistway openings to prevent materials or tooling from falling into the elevator shaft during installation per Federal OSHA requirements listed in 29 CFR 1926.502(j). In Canada, where required by Provincial regulation, enclose the front of the hoistway with removable hoarding or screening to prevent material from entering the hoistway. Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
14. Provide two (2) lifeline attachments at the top, front of the hoistway. Each must be capable of withstanding a 5000 lb [2250 Kg] load per OSHA 29 CFR 1926.502, or any applicable local code. For machine-room-less applications, provide attachments as described above, or install KONE- provided 5" x 5" x 3/8" (127mm x 127mm x 9.6mm) tube steel lifeline beam in the elevator hoistway overhead 10 inches (254 mm) from front of hoistway to center line, with bottom of lifeline beam at same elevation as bottom of hoisting I-beam. Lifeline tube steel supplied by KONE by request at no additional cost. Engineering details, attachment details and/or modifications, or any beam(s) alterations in the field for installation is by others.
15. Provide proper lighting in all work areas and stairways, including access to all floors and machine rooms per OSHA 29.CFR1926.1052 or any applicable local code.
16. Provide and maintain 6-foot (1800 mm) clear work area in front of all entrance openings per OSHA 29.CFR1926.502 or any applicable local code.

**Hoistway**

17. Provide a clear and plumb hoistway of size shown on approved KONE final layout drawings. Any variations from the detailed dimensions may not exceed 2" [50 mm] greater and may not be less than the clear dimensions detailed. (Tolerance: -0" + 2" [-0 mm +50 mm]).



18. Provide hoistway ventilation per local building code requirements as applicable. For proper equipment operation, the machine space in machine room or at the top of the hoistway must maintain a temperature between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
19. Provide any partitions between common hoistways if applicable.
20. Install hoist beam(s) in overhead(s) per KONE final layout drawings. Beam supplied by KONE unless otherwise noted on layouts. Engineering and attachment details or field modifications of the beam is by others.  
**NOTE: KONE requires a written explanation and photographic evidence of installation method for each connection point of the beam(s).**
21. In cases where multiple elevators are in a common hoistway, and the counterweights are located between elevators, the entire length of counterweight runway must be guarded. The guard shall extend at least 6 inches (150mm) horizontally beyond each counterweight rail. The guard shall be made from wire-mesh material equal to or stronger than 0.048-inch diameter wire with openings not exceeding 1/2 inch (13 mm), securely fastened to keep the guard taut and plumb. (ASME A17.1 – 2019 / B44 – 19: General Requirements.)
22. On applications where working platforms are required, working platforms provided shall comply with the requirements of the current ASME A17.1 / CSA-B44 code edition in effect at the time of installation and /or any applicable local code.
23. Provide adequate support for guide rail brackets from pit floor to the top of the hoistway. Locate rail backing per KONE final approved layout drawings. When maximum bracket span is exceeded, additional support shall be provided at purchaser's expense. Any bracket mounting surface that is not in line with the clear hoistway dimension detailed on the approved KONE final layout drawings may need to be corrected to meet the proper dimension at purchaser's expense.
24. If guide rail brackets are to attach to steel, ensure all brackets are installed prior to applying fireproofing to the steel. Otherwise, removal and reapplication of fireproofing will be at purchaser's expense.
25. All offsets, ledges or projections within the hoistway shall be addressed in accordance with applicable local code. All offsets, ledges or projections within the hoistway greater than 4 inches (100mm) must be tapered to not less than 75 degrees (ASME A17.1/CSA B44 sec 2.1.6.2). Maximum ledge or projection is 2 inches (50mm) in Massachusetts, California and District of Columbia.
26. If concrete block wall construction, refer to the approved KONE final approved layout drawings for proper installation of rail bracket attachments. Inserts provided by KONE unless otherwise noted on the approved KONE final approved layout drawings. Insert type must be approved by KONE. Concrete masonry units, mortar and grout, shall conform to IBC 2000 or any applicable local code. Concrete masonry units shall have a minimum compressive strength of 1500 PSI (10.5 MPa). Mortar and grout shall have a minimum compressive strength of 2000 PSI (13.8 MPa).
27. KONE entrance jambs are non-ferrous and material may not be attached to them (i.e. fire doors/curtains).
28. Arrange for entrance walls to be constructed at the time doorframes and sills are installed to facilitate timely installation of hall fixture faceplates. Entire front wall must be left open at top and bottom landings until elevator equipment is installed. Intermediate landings must have rough openings of the size and location shown on KONE final approved layout drawings to allow installation of entrances. All entrance openings must be aligned vertically. Adequate support for entrance attachment points shall be provided at all landings. Any marble, stone or similar wall material must be prepared after the entrance frames are installed. Provide corridor lines for any marble or "special finish" walls.  
**NOTE: If concrete block wall construction- to prevent overloading entrance frames, top of entrances should not receive more than one row of block. A lintel must be installed to support additional rows of block.**
29. Provide elevator landings suitably prepared to accept entrance sill installation per KONE final layout drawings. Grouting to be done by purchaser after sills are installed.  
**NOTE: Traditional angle or concrete sill support is not required.**
30. Provide finished-floor height marks visible from hoistway openings at all landings minimum one week prior to beginning entrance installation. Placing floor height mark on hoistway wall is desirable. Complete "Contractor Verification Form of Sill to Sill Heights and Remote Machine Piping," CONSTR-07-0675.
31. Provide suitable, permanent lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical.
32. Electric lighting shall have a minimum lighting intensity of 200 lx (19 fc) at the floor level. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.



33. If the control space is located remote from the elevator hoistway top landing the following may apply:
- If applicable, provide machine space access door of the size and in the location shown on the KONE final layout drawings. The access door shall be secured against unauthorized access. It shall be self-closing, self-locking and operable from the inside without a key.
  - Provide suitable lighting in or above the machine space access with light switch located within 18" [457 mm] of strike jamb side of access space door where practical.
  - When permitted by state and local code the light switch should also control the machine space lighting.
  - In cases where a battery lowering device is provided, control closet may not be adequate. Please consult KONE representative.
34. Provide and install GFCI-type receptacle located at machine in the top of the hoistway or in machine room as applicable (NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
35. Provide and install light switch located at manual brake release location: may also be required in control space per local jurisdiction.
36. Where a single elevator is installed in a hoistway and a portion of the travel extends higher than 11m (36 ft.) between entrances (single blind hoistway), emergency door(s) must be provided. Emergency doors and their electrical contacts shall comply with the current ASME A17.1/CSA-B44 code edition in effect at the time of installation and/or any applicable local code. ASME A17.1-2019/B44-19 requirement Section 2.11.1.2 covers "Emergency Doors in Blind Hoistways" and Section 2.26.2 covers "Electrical Protective Devices". Each emergency door must be provided with an electrical contact with minimum UL/CSA NEMA A300 rating suitable for use in a 3-amp 230VAC circuit. Consult KONE representative if there are any questions concerning the code requirements.
37. In jurisdictions enforcing the NBCC and in jurisdictions enforcing NFPA 72, the means for testing and maintenance of fire alarm initiating devices without having to enter the hoistway shall be permitted. When this means is provided it must comply with ASME A17.1-2019/B44 requirement 2.8.2.4 and the location of equipment inside the elevator hoistway must be coordinated with KONE sales and/or operations representative.
- Pit**
38. Provide a legal, dry and clean pit with level pit floor, built per KONE final layout drawings. Pit shall be reinforced to sustain vertical forces detailed on KONE final layout drawings (vertical forces detailed are two times the static loads).
39. Sumps and/or sump pumps (where permitted) located within the pit may not interfere with the elevator equipment. Sumps to be covered with flush mounted, non-combustible cover capable of withstanding 150 lbs. per square foot (7 kPa). The sump pump/drain must, at minimum, remove 3,000 gal/h (11.4 m<sup>3</sup>/h):
- ASME A17.1-2016/B44-16 and earlier, per elevator.
  - ASME A17.1-2019/B44-19 and later, per single hoistway or multiple car hoistway.
40. Provide a pit light fixture with switch and guards with an illumination level equal to or greater than that required by ASME A17.1/CSA B44 2000, or applicable version. Recommended to provide minimum 4-foot double tube fluorescent fixture, with suitable guard and mounted to rear wall of pit per KONE installation representative's direction.
41. Provide a dedicated pit circuit with GFCI-protected 15 or 20-amp 120VAC duplex outlet. Location to be coordinated with the KONE project team using the KONE final approved layout drawings (NFPA 70 article 620.85; CEC article 38.85 whichever is applicable).
42. Provide non-GFCI-protected single receptacle for sump pumps (NFPA 70 article 620.85, NFPA 70 article 620.85 or CEC article 38.85 whichever is applicable).
43. Pit ladder to be constructed of non-combustible material extending from pit floor to 48" [1200 mm] above the sill of the access landing. Pit ladder is supplied by KONE; provided by purchaser on other KONE products unless otherwise noted on the layout drawing. Locate per KONE final layout drawings. Coordinate ladder sizing and location with KONE representative to assure proper fit in hoistway.
44. When a separate pit access door is provided, it must conform to ASME A17.1, requirement 2.2.4.5. When an electric contact is required, it shall comply with ASME A17.1, requirement 2.2.4.5 (b) (1).

### Electrical

45. US Applications - Purchaser provides in accordance with National Electrical Code, NFPA 70 (NEC) Article 620 or any applicable local code.
46. Canadian Applications - Purchaser provides in accordance with Canadian Electrical Code, C22.1 Section 38 or any applicable local code.
47. Provide dedicated GFCI-protected 20-amp 120VAC duplex (15 amp in Canada) outlet next to each control cabinet.
48. Provide for all electrical branch circuits/disconnects to be labeled (NFPA 70 article 620.54 / 620.53 / 620.51d, CEC articles 38.54/ 38.53/ 36.51d).
49. Provide 480/208VAC (USA) or 575/208VAC (Canada) three-phase permanent power, including piping, wiring and fused disconnect, to controller location to facilitate elevator installation prior to start of project.
- WARNING:** An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.



50. Provide 220VAC single-phase temp. power and 115VAC single-phase temp. power, of permanent characteristics at each elevator landing for lighting and installation method tools. Locate connection points at elevator hoistway.  
**NOTE: For installation purposes related to items 49 and 50, please consult your KONE representative to confirm disconnect location(s) and type of temporary power.**
51. When generator is used to provide 3-phase 480/208VAC (USA) or 575/208VAC (Canada) power for installation, purchaser to accept change notice for additional costs, estimated locally by installing office, to cover inefficiencies and any damages resulting from installing without permanent power present.  
**NOTE:** Our elevator controllers require Wye configuration transformers. It is also the responsibility of the purchaser to provide consistent three-phase voltages balanced within +/- 10% when measured phase-to-phase and +/-10% when measured phase-to-ground.
52. Provide a dedicated 20-amp 115VAC circuit in the fire command room piped and wired to the lobby panel where applicable.
53. Provide a dedicated 15-amp, 115VAC fused service with ground (supplied through automatic emergency lighting supply if available in building) connected to each elevator signal control cabinet for car lighting. Must include the means to disconnect this service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).
54. Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for each elevator with KONE 24/7 Emergency Video Communications, when specified. Must include the means to disconnect each service and lock-off in the "open" position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53)."
- Control Space/ Integrated Controls Solution (ICS)**
55. Provide a legal control space/ machine room with access as indicated on the KONE final layout drawings. To include a temporary or permanent door that can be locked from outside. Permanent door must be self-closing, self-locking, and require a key to open from outside. Must have adequate temporary or permanent lighting for installation purposes. For proper equipment operation, the temperature in the control space must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
56. Provide safe and convenient access to control space/machine room including provisions for necessary lighting for access path (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1 / CSA B44 sec 2.7.3).
57. Provide a clean and dry elevator control room.
58. Provide suitable lighting for control space with light switch located within 18" [457 mm] of strike jamb side of control space door where practical. When permitted by state and local code the light switch should also control the machine space lighting if control space is adjacent to the hoistway at the top landing.
59. Provide dedicated GFCI-protected 120VAC 20- amp duplex (15 amp in Canada) outlet in the shaft, located above and centered to the entrance opening at the controller landing. Consult KONE installation team for precise location.
60. Provide a single means of disconnecting all ungrounded main power conductors for each elevator by an enclosed, externally operable, fused motor circuit switch with UL/CSA Class RK1 fuses. Must be lockable in the open position. This disconnecting means shall disconnect the normal power service as well as emergency power service, when provided.  
**NOTE 1:** If a battery-powered rescue device is required, the above-mentioned disconnect must have an auxiliary contact monitored by elevator controller that is positively opened mechanically and is normally closed (NC) when the main power is in the ON position and is normally open (NO) when power is in the OFF position.  
**NOTE 2:** If a battery-powered rescue device is required and a separate shunt trip breaker which is subject to either the hoistway or control space sprinkler system is provided, the shunt trip breaker must have an auxiliary contact that is positively opened mechanically and is NC when the main power is in the ON position.  
**NOTE 3:** Shunt trip not allowed in Canada and some US jurisdictions.
61. Provide a Direct-in-dial (DID) analog phone line, activated at least one week prior to inspection, terminated at the appropriate phone jacks in the elevator control room. GC/ Owner may elect to have a separate analog line installed (one per elevator), or GC/ Owner may elect to provide DID lines from an Analog Station Card in the building's PBX system. If GC/Owner provides a Direct-in-Dial analog phone line or lines off an existing PBX phone system, a backup power source must also be provided. All phone and associated equipment provided by GC/ Owner shall be in compliance with the requirements of ASME A17.1/ CSA B44, local codes and applicable law, as amended.
62. Provide all fire alarm initiating signals as required by all national, state and local codes for termination at the primary elevator signal control cabinet in each group.

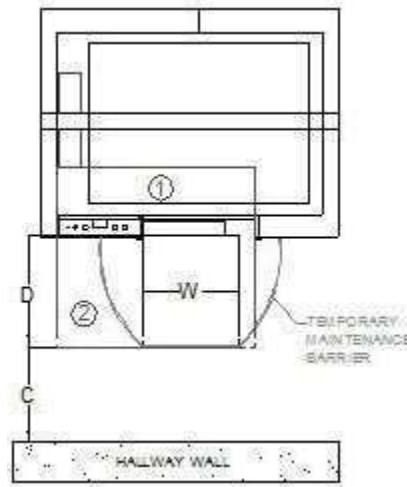


- 63. With emergency power service provide emergency power transfer switch and power change pending signals as required; 2 normally open dry contacts from transfer switch to controller (2 pairs plus ground wire). One contact closes to signal emergency power is present, the other contact closes to give 30 second pre-signal prior to transfer switch change. Termination of these wires is at the primary elevator signal control cabinet in each group (2 pairs plus ground wire).
- 64. Furnish and install smoke detectors and fire operation per ASME A17.1/CSA B44 sec 2.27.3.2, NFPA 72; one for lobby detector, machine room detector, hoistway detector (hoistway detector requirement determined by local code), and one for all grouped non-lobby detectors are required. Provide normally-closed dry contacts, with wiring, to controller for each group listed above.
- 65. Provide and install smoke detector in hoistway as required per local codes, and in all elevator lobbies, machine room and controller space.
- 66. Provide heat detectors and "shunt-trip operation ( US Only)" when sprinklers are required in machine room, machinery space, control room, control space or hoistway, (ASME A17.1 sec 2.8.3.3.2, NFPA 13 & NFPA 72).
- 67. If Fire Status Panel or Security panels are required, all remote conduit runs from elevator equipment room/machine space to these panels shall be by others.
- 68. Non-elevator related piping and equipment is prohibited in machine room or hoistway (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.8.2).
- 69. Provide and mount at minimum a 10-pound, ABC-type fire extinguisher in control space (ASME A17.1 sec 8.6.1.6.5). (Not required in Canada).

**Applicable for Integrated Control Solution (ICS)**

- 70. Provide a completely open front wall at top landing with access as indicated on the KONE Final Approved Layout Drawings. Must have adequate temporary or permanent lighting for installation purposes. **NOTE:** The lobby side of the ICS control cabinet must be faced with 2 layers of dry wall to comply with UL certification, regardless of front type. See KONE Final Approved Layout Drawings for details and wall type and minimum dimensions.
- 71. Provide environment for proper equipment operation during installation and after acceptance, the temperature at the top floor elevator lobby must maintain between 41° F [5° C] and 104° F [40° C]. Maximum allowed humidity is 95% non-condensing.
- 72. Provide safe and convenient roll-able access to top floor elevator lobby area. (ASME A17.1/CSA B44 sec 2.8.1, ASME A17.1/CSA B44 sec 2.7.3).

- 73. Provide 480/208VAC (USA) or 575/208VAC (Canada), three-phase permanent power, including piping, and wiring from fused disconnect, to junction box located in hoistway at top landing to facilitate elevator installation.  
**WARNING:** A Wye configuration transformer is required. An Open Delta transformer is not acceptable to supply the main power to elevators with regenerative drives, either for temporary or permanent power. Doing so can permanently damage the drive.
- 74. FIRE ALARM INITIATING DEVICE (FAID). FAID is a requirement of ASME A17.1/B44, rules 2.27.3.2.1 (b) and 2.27.3.2.2 (b).



	USA	CANADA	COMMENT
W	30"	1m	NEC2014, CEC2020
D	36"	1m	NEC2014, CEC2020
C	Min 36"	Min 914mm	Minimum recommended. Consult ADA requirements for exact building clearance

- 1. Since ICS control enclosure is vented into the hoistway, a fire alarm initiating device (FAID) is required in this portion of the control space.
- 2. A fire alarm initiation device (FAID) is required in the lobby area to protect the control space when ICS is open.



**Fire Service Access and Occupant evacuation Operation IBC 2018 or Designated Fire Fighter's Elevator per the NBCC**

75. Fire service access elevators per code requirements (IBC 403.6) shall be provided with hoistway lighting per code requirements (IBC 3007). The hoistway lighting shall illuminate the entire height of the hoistway and shall be located such that it does not interfere with the operation of the elevator or reduce any clearances below applicable code requirements. Additionally, provide an enclosed 24 vdc relay (Omron G2R-1-S-DC24, or equivalent) local to the controller for interfacing hoistway lighting with elevator system (applicable only in jurisdictions enforcing the IBC, International Building Code). Consult KONE representative to assure required clearances are provided.
76. Conductors and cables located outside of the elevator hoistway, machine space and control space, that provide normal or standby power, car lighting power, car ventilation power, car heating power, car air conditioning power, control signals, communication with the car and fire/heat-detecting systems control signals to Fire Service Access Elevators or designated Firefighter's Elevator, shall be protected by construction having a fire-resistance rating of not less than 2 hours. (APPLICABLE ONLY IN JURISDICTIONS ENFORCING THE IBC BUILDING CODE OR THE NBCC OR ANY APPLICABLE LOCAL CODES.
77. Fire Service Access elevators shall be provided with hoistway lighting.
78. Prevent water from the operation of an automatic sprinkler system outside the enclosed lobby from infiltrating the hoistway enclosure in accordance with an approved method per rule **3008**.
79. Means for elevator shutdown in accordance with Section 3005 shall not be installed on elevator systems used for Fire Service Access and/or Occupant Evacuation Elevators per rule **3008**.
80. Occupant Evacuation elevators shall be continuously monitored at the fire command center or a central control point approved by the fire department and arranged to display all of the following information per rule **3008**.
  - a. Floor location of each elevator car.
  - b. Direction of travel of each elevator car.
  - c. Status of each elevator car with respect to whether it is Occupied.
  - d. Status of normal power to the elevator equipment, elevator machinery and electrical apparatus cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
  - e. Status of standby or emergency power system that provides backup power to the elevator equipment, elevator machinery and electrical cooling equipment where provided, elevator machine room, control room and control space ventilation and cooling equipment.
- f. Activation of any fire alarm initiating device in any elevator lobby, elevator machine room, machine space containing a motor controller or electric driving machine, control space, control room or elevator hoistway.
- g. Provide a minimum of one Elevator Guide monitor per landing for each OEO elevator group.
81. Each Fire Service and /or Occupant Evacuation elevator shall be supplied by both normal power and Type 60/Class 2/Level 1 standby power per rule 3008.
  - a. Elevator equipment.
  - b. Ventilation and cooling equipment for elevator machine rooms, control rooms, machinery spaces and control spaces.
  - c. Elevator car lighting.
82. Standby power loads shall be based on the determination of the number of occupant evacuation elevators in Sections **3008.1.1** and **3008.8.1**.
83. Wires or cables that are located outside of the elevator hoistway, machine room, control room and control space and that provide normal or standby power, control signals, communication with the car, lighting, heating, air conditioning, ventilation and fire-detecting systems to occupant evacuation elevators shall be protected using one of the following methods **3008**.
  - a. Cables used for survivability of required critical circuits shall be listed in accordance with UL 2196 and shall have a fire-resistance rating of not less than 2 hours.
  - b. 2. Electrical circuit protective systems shall have a fire-resistance rating of not less than 2 hours. Electrical circuit protective systems shall be installed in accordance with their listing requirements.
  - c. Construction having a fire-resistance rating of not less than 2 hours.  
**Exception:** Wiring and cables to control signals are not required to be protected provided that wiring and cables do not serve Phase II emergency in-car operation.



# KONE CARE™ 24/7 CONNECT

## **KONE Care™ Maintenance Agreement**

**Prepared for:** Test Purchaser - James Hellwig

**Date:** April 30, 2021

**Issued by:** Derek Wierema

*Dedicated to People Flow™*



April 30, 2021  
Kone Center (Canada Test)  
1 KONE Ct.  
Moline, Illinois, 61265

**KONE**  
Edmonton  
One KONE Court apt 1  
Moline, IL 52806  
Phone: 309-743-5007  
Fax: 309-743-5008  
derek.Wierema@kone.com

Attn: James Hellwig

Re: KONE Care™ Maintenance Agreement  
Kone Center (Canada Test)

Dear James Hellwig,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Kone Center (Canada Test).

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 309-743-5007.

Respectfully,

Derek Wierema  
Sales Data Administrator  
KONE



Dedicated to People Flow™

**Purchaser ("Purchaser"):**

Test Purchaser  
1 Kone  
Moline, Colorado 61265

**Service Location ("Premises"):**

Kone Center (Canada Test)  
1 KONE Ct.  
Moline, Illinois 61265

**KONE Inc. ("KONE")**

Edmonton  
One KONE Court apt 1  
Moline, IL 61265

**TENDER DATE:** 04/30/2021**EFFECTIVE DATE:** 04/30/2021

## EXTENDED WARRANTY SCOPE OF SERVICES

### 1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Other	Other		1
KONE	Escalator		1
Other	Elevator	Traction - Gearless Overhead	1
Other	Elevator	Traction - Geared	1
KONE	Elevator	MRL	5
Other	Elevator	MRL	1
Other	Elevator	Hydraulic	1

### 2. SERVICES

**Customized Preventative Maintenance** - ( Escalator; Gearless; Traction Geared; MRL Mono 700 11 Landing; MRL Mono 500 4 Landing; MRL 300 4 Landing; MRL Mono 700 16 Landing; MRL Mono 500 8 Landing; MRL 300 8 Landing; Hydraulic)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

#### A. Escalators

##### 1. Control System

All control system components.

##### 2. Drive Machinery And Motor Equipment

All drive machine components. The gear case will be drained and flushed as needed to remove sediment and grit and refilled with new gear oil.

##### 3. Wiring

All control wiring and all power wiring from the equipment input terminals to the motor.

##### 4. Handrail Drive System

Handrail and all handrail drive components.

##### 5. Safety Switch System

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

##### 6. Guidance And Alignment Systems

All step chains, guidance and alignment components and demarcation lights. Balustrades and decks will be examined and adjusted, aligned, and fastened as needed.

#### B. Gearless Traction Elevators

##### 1. Relay Logic Control System

All control system components.

##### 2. Microprocessor Control System

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

##### 3. Gearless Machine Components

All gearless machine components.

##### 4. Hoistway and Pit Equipment

All elevator control equipment and buffers.

##### 5. Rails and Guides

Guide rails, guide shoe gibs, and rollers

6. **Ropes**  
Hoist ropes, governor ropes, and compensation ropes.
  7. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
  8. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
  9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.
- C. Geared Traction Elevators**
1. **Relay Logic Control System**  
All control system components.
  2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
  3. **Geared Machine Components**  
All geared machine components.
  4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
  5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
  6. **Ropes**  
Hoist ropes, hoist belts (if applicable), governor ropes, and compensation ropes.
  7. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
  8. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
  9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
  10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
  11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
  12. **Car Equipment**  
All elevator control system components on the car.
- D. MRL Elevators**
1. **Relay Logic Control System**  
All control system components.
  2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
  3. **Gearless Machines Components**  
All MRL machine components.
  4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
  5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
  6. **Ropes**  
Hoist ropes, governor ropes, and compensation ropes.
  7. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
  8. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

9. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
10. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**  
All elevator control system components on the car.

#### E. Hydraulic Elevators

1. **Relay Logic Control System**  
All control system components.
2. **Microprocessor Control System**  
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**  
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**  
All elevator control equipment and buffers.
5. **Rails and Guides**  
Guide rails, guide shoe gibs, and rollers
6. **Wiring**  
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**  
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**  
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**  
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**  
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**  
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**  
All elevator control system components on the car.

#### Examination and Lubrication - ( lift)

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

#### 3. **TESTING**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. **HOURS OF SERVICE**

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. **SERVICE REQUESTS (CALLBACKS)**

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

**Regular Time Coverage** - (MRL Mono 700 11 Landing; MRL Mono 500 4 Landing; MRL 300 4 Landing; MRL Mono 700 16 Landing; MRL Mono 500 8 Landing; MRL 300 8 Landing; Hydraulic)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. **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, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. **OBSOLESCENCE**

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

- Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

#### C. ELEVATOR

- 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 obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.
- The following is excluded from MRL Mono 700 16 Landing : Hoist Machine:MX;Gear;Gearless. The following is excluded from Hydraulic : Door Operator System and Roller/Slide Guides.

#### D. ESCALATOR

- 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 equipment. If additional work is necessary, KONE will provide a separate proposal or recommendation for such work.
- KONE'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 KONE's technical survey, Purchaser will immediately remove the unit from service until repairs are performed. Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposal. If Purchaser does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Agreement without penalty.
- 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.

#### 8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

#### 9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

#### 10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. **THIRD PARTY SERVICES**

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

# TERMS AND CONDITIONS

## 1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of TEN (10) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of TEN (10) years. Either party may terminate this Agreement at the end of the initial TEN (10) year term or at the end of any subsequent TEN (10) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

## 2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

## 3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

## 4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

## 5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment 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.

## 6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

## 7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

**8. INSURANCE AND INDEMNIFICATION**

Purchaser will name KONE as an additional insured on its insurance policy.

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

**9. LIMITATION OF LIABILITY**

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. 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.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

**10. U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**11. FORCE MAJEURE**

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.

**12. VENUE**

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

**13. PROPERTY RIGHTS**

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**14. MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



## PRICE

\$3,570.12 per month payable by Purchaser annually in advance (\$42,841.44 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$3,570.12 per month	
Semi-Annual in advance payment	3% Increase	\$3,677.22 per month	
Quarterly in advance payment	6% Increase	\$3,784.33 per month	
Monthly in advance payment	8% Increase	\$3,855.73 per month	

Test Purchaser

-----  
 (Signature of Authorized Representative)

-----  
 (Print Name)

-----  
 Title

-----  
 Date

Respectfully submitted,

Derek Wierema

KONE Inc.

-----  
 (Approved by) Authorized Representative

-----  
 Title

-----  
 Date

## KONE Care Value Added Services

*These services are offered to improve the quality and transparency of the KONE service delivery experience.*

### **TESTING**

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

**1. Escalator**

- CAT1 Escalator Test 12 Mo - An annual escalator test as required by applicable code.
- ESSPI Testing 12 Mo - An annual Escalator Step/Skirt Performance Index Test as required by applicable code.

**2. MRL Mono 700 11 Landing**

- CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
- CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.

**3. MRL Mono 700 16 Landing**

- CAT1 Traction Test 12 Mo - An annual no load test as required by applicable code.
- CAT5 Traction Test 60 Mo - A five (5) full load test as required by applicable code.

**4. Hydraulic**

- CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.
- CAT5 Hydraulic Test 60 Mo - A five (5) year pressure relief test as required by applicable code.

**By initialing below, you are approving the above testing services for the additional monthly fee of \$616.00.**

**ACCEPTED BY \_\_\_\_\_ DECLINED BY \_\_\_\_\_ Date: \_\_\_\_\_**

### **24/7 CONNECTED SERVICES**

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$515.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

**A. KONE Care - Emergency Phone Monitoring**

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

**By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of \$25.00.**

**ACCEPTED BY \_\_\_\_\_ DECLINED BY \_\_\_\_\_ Date: \_\_\_\_\_**

**B. KONE Care - Wireless Phone Provider Service**

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the

appropriate location where the building telecommunications devices are located. Kone is not liable for any damages relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions or any other reason outside of Kone's reasonable control. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

**By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \$35.00.**

**ACCEPTED BY \_\_\_\_\_ DECLINED BY \_\_\_\_\_ Date: \_\_\_\_\_**

**C. KONE Care 24/7 Connect - Performance Analytics**

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

**By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$455.00.**

**ACCEPTED BY \_\_\_\_\_ DECLINED BY \_\_\_\_\_ Date: \_\_\_\_\_**

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
Gearless				X	
Traction Geared				X	
MRL Mono 500 4 Landing		X	X	X	
MRL 300 4 Landing				X	
MRL Mono 700 16 Landing				X	
MRL Mono 500 8 Landing				X	
MRL 300 8 Landing				X	

- Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
- KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
- The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
- If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
- If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

**CUSTOMER INFORMATION**

<b>Who is the agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)		
Federal tax ID #:		

<b>Where should the invoice be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

### **Remote Monitoring Service Voice Link and Wireless Phone Service**

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1		
2		
3		
4		
5		
6		
7		
8		
9		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	