MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

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

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

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products 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 applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between 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 use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party

harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

NATIONALIPA Reducing Procurement Costs Through Cooperative Contracting

- Home
- Agreements
- Agreement Categories
  - Bulk Fuel
    - Unleaded
    - Diesel
    - Ethanol
    - Bio-Diesel
  - Combination Sewer Truck [illegible] Related Services
  - Elevator/Escalator Maintenance & Repair
  - Janitorial/Sanitation Supplies
    - Towels & Tissues
    - Professional Cleaning Chemicals
    - Skin Care Products
    - Can Liners
    - Tools & Accessories
    - Equipment Parts & Services
    - Foodservices Packaging & Disposables
  - Water Treatment Chemicals
  - Recycling Containers
  - Maintenance, Repair, and Operational Supplies
    - Electrical
    - Lamps & Ballasts
    - HVAC
    - Lighting
    - Plumbing
    - Power Transmission & Motors
    - Safety
    - Tools
    - Emergency Preparedness
  - Furniture
    - Office Furniture
    - Educational Furniture
  - Wireless & Data Services
  - Traffic Enforcement Solutions
  - Multifunction Digital Copiers, Supplies & Services
  - Service and Rental of Uniforms, Floor Mats, Mops & Towels
  - Information Technology
    - Desktops
    - Laptops
    - Servers
    - Input Devices
    - Output Devices
    - Memory
    - Storage Devices
    - Network Equipment
    - Software
    - Services
  - Parks & Golf Grounds Maintenance Equipment
    - Commercial
    - Compact Utility
    - Landscape Contractor

OTIS

READY TO PURCHASE?

CONTRACT HIGHLIGHTS

DOCUMENTATION

CONTACT

MARKETING MATERIALS

NEWS AND EVENTS

GOING GREEN?

SEARCH AGREEMENTS BY SUPPLIER:

Select Agreement

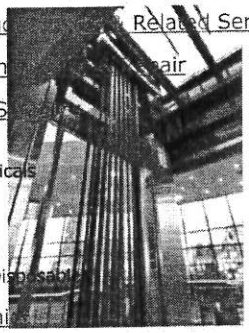
SEARCH AGREEMENTS BY CATEGORY/SUBCATEGORY:

Select Agreement

Go!

Elevator/Escalator Maintenance & Repair

Competitively solicited and awarded by: Metropolitan Government of Nashville and Davidson County, TN



Contract Highlights:

- Contract Term: July 27, 2011 - July 26, 2016
- Comprehensive program with the world's leading provider of elevator and escalator sales and service
- Otis Mechanics are leaders in experience, education & training
- The only company to truly offer preventative maintenance (OMMS) around elevator usage rather than calendar based events
- State-of-the-art Remote Elevator Monitoring system (REM)
- Otis eService web-based tool for immediate access to monitor performance 24/7
- Internationally recognized for "green" initiative with Gen2 elevator
- Otis' wholly-owned subsidiaries (i.e. AMTECH Elevator Services, Delta Beckwith Elevator Company, United Elevator Company) are also included in the award as providers of full scope maintenance service under the contract.

twitter

National Intergovernmental Purchasing Alliance Company

725 Cool Springs Boulevard, Suite 100, Franklin, TN 37067 | Toll-Free (866) 408-3077 | info@nationalipa.org

- Golf, Transportation & Utility Cars

  Golf Cars
  Hospitality Vehicles
  Turf Utility
  Caryall Utility
  Transportation Vehicles
  Low-Speed Vehicles

- Medical, Surgical Supplies & Equipment

  Medical
  Surgical
  Incontinence
  Nutritional

- Office & Educational Consumables

  Paper
  Toner
  Office Supplies
  Educational Supplies

- Lighting

  Lamps
  Ballasts
  Indoor Fixtures
  Outdoor Fixtures
  LED Replacement

- Panasonic Toughbooks, Tablets, Accessories & Services

  End-to-End Solution
  Arbitrator 360
  Mounts
  Toughpad
  Toughpad Accessories

- Panasonic Business Solutions

  Pro Displays
  Projectors
  ProAV & Cameras
  Video Teleconferencing
  Scanners
  Security Solutions
  Whiteboards

- Groundskeeping Materials

  Fertilizer
  Herbicide
  Pesticide
  Seed

- Paint

  Interior Paints
  Exterior Paints & Stains
  Industrial Paint
  Traffic Paint
  Sundries

- State Statutes
- News and Events
- Go Green
- Click to Participate!
- Contact Us

Full Service Elevator, Escalator, Chairlift and Platform Lift Service and Maintenance
Executive Summary

Lead Agency: Metro Nashville, TN
RFP Issued: October 8, 2010
Date Open: November 11, 2010

Solicitation: RFP 10–23
Pre-Proposal Date: October 22, 2010
Proposals Received: 3

Awarded to: OTIS

The Metropolitan Government of Nashville and Davidson County, TN Procurement Department issued RFP 10–23 on October 8, 2010 to establish a national cooperative contract for full-service elevator, escalator, chairlift, and platform lift service and maintenance.

Notice of the solicitation was advertised in the following:

- Metro Nashville Procurement website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The News Tribune, WA
- The State, SC
- National IPA website

On November 11, 2010 proposals were received from the following offerors:

Otis Elevator Company
Thyssenkrup Elevator
Kone Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited all firms to participate in interviews. Following the interviews a request for revised offer was sent to the offerors.

The evaluation committee evaluated revised offers. Based on revised offers, interviews and relative strengths and weaknesses of each proposal, the committee requested a best and final offer from Otis Elevator Company. After evaluation of the best and final offer from Otis Elevator Company, the committee recommended entering negotiations with the intent to award the contract to Otis Elevator Company.

Metro Nashville, National IPA, and Otis Elevator Company successfully negotiated a contract with execution on July 27, 2011 with a contract effective date of July 27, 2011.

Otis Elevator Pricing

The Metro Government of Nashville & Davidson County, TN awarded a cooperative purchasing agreement to Otis Elevator Company for elevator, escalator maintenance and repair.

Participating agencies may contract with Otis Elevator and receive discounts and value added solutions on a comprehensive program unique to their needs and requirements from the world's leading provider of elevator and escalator service.

PLEASE NOTE: Due to the uniqueness of each agency's needs, participants must work with their local Otis teams to determine the appropriate program for their particular maintenance requirements.

Program pricing is based on a variety of factors including, but not limited to:

- Type of equipment (relay vs. microprocessor)
- Age, model, and condition of existing equipment
- Actual rise and number of openings
- Resident mechanic, route structure, fixed labor requirements, overtime requirements
- Equipment usage
- Building specific requirements
- Outdoor elevator/escalator pricing dependent on conditions and waterproof protection

Otis Elevator will conduct a thorough site survey to establish each specific agency's requirements. There is no cost associated with the site survey and the resulting report.

Otis has approximately 400 local branch offices across the country to work with National IPA participating agencies.

Participating agencies will also benefit from the following value adds in the awarded agreement:

- Otis Maintenance Management System (OMMS) based on usage tailored to your specific buildings
- Remote Elevator Monitoring (REM) for fast and accurate diagnostics 24 hours a day
- Otis eService for immediate access to monitor performance via the internet for all customers
- Specialized reporting per site needs
- Quality Assurance Plan
- Education and training on a continuing basis for all field personnel
- Internationally recognized "Green" initiatives with Gen2 Elevator and other energy savings programs and equipment
- Comprehensive parts inventory in all locations
- Otis Service Center offering 24 hour delivery of needed material
- Otis Remote Online Expert (ROLE) ensuring all mechanics have engineering access
- 24/7 response, owned & operated by Otis through our OtisLine call center
- Local and national training customized for each agency based on equipment in your buildings
- Full modernization capabilities at your service as needed for budgeting and latest technology upgrades

OTIS

NOTE: Otis' wholly-owned subsidiaries (i.e. AMTECH Elevator Services, Delta Beckwith Elevator Company, United Elevator Company) are also included in the award as providers of full scope maintenance service under the contract.

Contract includes: Full service elevator, escalator, chairlift and platform lift maintenance and repair

Term:

Five year agreement from July 27, 2011 through July 26, 2016.

Pricing/Discount:

Discounts and value added solutions on a comprehensive program unique to the needs and requirements of each individual agency for elevator and escalator service.

PLEASE NOTE: Due to the uniqueness of each agency's needs, participants must work with their local Otis teams to determine the appropriate program for their particular maintenance requirements.

Program pricing is based on a variety of factors including, but not limited to:

- Type of equipment (relay vs. microprocessor)
- Age, model, and condition of existing equipment
- Actual rise and number of openings
- Resident mechanic, route structure, fixed labor requirements, overtime requirements
- Equipment usage
- Building specific requirements
- Outdoor elevator/escalator pricing dependent on conditions and waterproof protection

Otis Elevator will conduct a thorough site survey to establish each specific agency's requirements. There is no cost associated with the site survey and the resulting report.

AMENDMENT NUMBER 3 TO CONTRACT NUMBER 19281
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND OTIS ELEVATOR COMPANY

This Amendment is entered into this 19th day of April, 2012, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO), a municipal corporation of the State of Tennessee, and OTIS ELEVATOR COMPANY, located in Nashville, TN 37203 and Otis' wholly-owned subsidiaries throughout the United States Contracting through the National IPA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 27, 2011, Metro Contract numbered 19281, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment clarifies Otis' wholly-owned subsidiaries are available providers of full scope maintenance service under the contract. Subsidiaries offer full scope maintenance service similar to the Otis Maintenance Management System but may not offer the same electronic reporting capabilities.

The Metropolitan Government of Nashville and Davidson County:
Approved:

Office of the Purchasing Agent

Approved as to the availability of funds:

Office of the Finance Director

Approved as to form and legality:

6/4/2012
Department of Law

Approved:

Mayor

ATTEST:

Metropolitan Clerk

Date: 6/5/12

Contractor: Otis Elevator Company

Contracting Authority

John M. Fellerich
Print

Branch Manager
Title

Sworn to and subscribed before me,
A Notary Public, this 19 day of April
20 12.
My commission expires: 8/17/15

KIMBERLY E. BARNES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Comm. Expires August 17, 2015

AMENDMENT NUMBER 2 TO CONTRACT NUMBER 19281
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND Otis Elevator Company

This Amendment is entered into this 14th day of February, 2012, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO), a municipal corporation of the State of Tennessee, and OTIS ELEVATOR COMPANY, located in Nashville, TN 37203.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 27, 2011, Metro Contract numbered 19281, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment provides for adding two additional elevators to the Metro Wide Elevator Maintenance and Repair Contract No. 19281. The two Elevators added by this amendment belong to the Davidson County Sheriff's Office . Please see attached documentation for additional information.

The Metropolitan Government of Nashville and Davidson County:

Approved:

Office of the Purchasing Agent

Approved as to the availability of funds:

Office of the Finance Director

Approved as to form and legality:

2/29/2012

Department of Law

Approved:

Mayor

ATTEST:

Metropolitan Clerk

Date: 32-12

Contractor:
Otis Elevator Company

Contracting Authority

John M. Jellerichy

Print

Branch Manager

Title

Sworn to and subscribed before me,
A Notary Public, this 14 day of February
2012.
My commission expires:
8/17/15

KIMBERLY E. BARNES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Comm. Expires August 17, 2015

CONTRACT AMENDMENT

AMENDMENT NUMBER 1 TO CONTRACT NUMBER 19281
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND Otis Elevator Company

This Amendment is entered into this 9th day of August, 2011, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO), a municipal corporation of the State of Tennessee, and OTIS ELEVATOR COMPANY, located in Nashville, TN 37203.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 27, 2011, Metro Contract numbered 19281, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment provides for the addition of two elevators for the Department of General Services and provides for the correction of the elevator information for the Public Library. Please see attached documentation.

The Metropolitan Government of Nashville and Davidson County:

Approved:

Office of the Purchasing Agent

Approved as to the availability of funds:

Office of the Finance Director

Approved as to form and legality:

9/15/2011

Department of Law

Approved:

Mayor

ATTEST:

Metropolitan Clerk

Date: 9/19/11

Contractor:
Otis Elevator Company

Contracting Authority

John M. Tellerico

Print

Branch Manager

Title

Kimberly E. Barnes

Sworn to and subscribed before me,
A Notary Public, this 17 day of August
20 11.
My commission expires:

8/23/11

KIMBERLY E. BARNES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires August 23, 2011

METRO CONTRACT NUMBER: 19281
DATE: _____

CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
OTIS ELEVATOR COMPANY
FOR PURCHASE OF SERVICES

This contract is initiated by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("METRO") and **OTIS ELEVATOR COMPANY** ("CONTRACTOR"). This contract consists of the following documents:

- ***This Contract Document,***
- ***Solicitation, Numbered 10-123,***
- ***Contractor's Response, and***
- ***Exhibits:***
  - ***Exhibit A, Pricing,***
  - ***Exhibit B, Escalation/De-escalation*** *(if allowed),*
  - ***Exhibit C, ACH Form for Electronic Payment***
  - ***Exhibit D, Affidavits***
  - ***Exhibit E, Contractor Supplied Insurance Forms,***

National Pricing is contained in a portion of the Contractor's Response. The National Pricing portion is also included below for convenience.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any Properly Executed Contract Amendment*** *(most recent with first priority),*
- ***This Document and All Exhibits,***
- ***Solicitation, Numbered 10-123, and***
- ***Contractor's Response***

The parties hereby agree to the following terms and conditions:

I. ***Duties and Responsibilities of CONTRACTOR.*** CONTRACTOR agrees to provide and METRO agrees to purchase the following services:

The furnishing of all material, labor, supervision, tools, supplies, and all other expenses and appurtnenances necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as specified for all equipment covered under RFP 10-123, as listed. Maintenance procedure and

intervals will be done in accordance with Otis Elevator Company alternate bid using the Otis Maintenance Management System.

II. ***Reserved.***

III. ***Term.***

A. The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. METRO contemplates that the contract term will begin on or about 7/1/2011 (beginning date). The initial contract term will end sixty (60) months from the beginning date.

B. This contract may not be extended by contract amendment. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

IV. ***Compensation.*** This contract has an estimated value of $2.5 million dollars over the life of the contract. The pricing details are demonstrated in **Exhibit A.** CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced based on the following schedule: (check if applicable)

A. ☐ single payment following completion of contract,

B. ☒ monthly as work is completed and approved by METRO,

C. ☐ quarterly as work is completed and approved by METRO,

D. ☐ as milestones are completed and approved by METRO,

E. ☐ other (explain)

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

V. ***Escalation/De-escalation.*** This contract is eligible for annual escalation/de-escalation adjustments. If the contract is eligible, the request for adjustment must be submitted to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the contract signing by the contractor. Any such adjustment shall become effective on the anniversary of the filing of the contract with the Metro Clerk's office. The amount of escalation is subject to the process identified in **Exhibit B**.

VI. ***Electronic Payment.*** Metro requires as a condition of this contract that the Contractor shall complete and sign Metro's form authorizing electronic payments to the Contractor. **Exhibit C.**

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

VIII. ***Reserved.***

IX. ***Reserved.***

X. ***Reserved.***

XI. ***Copyright, Trademark, Service Mark, or Patent Infringement.***

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

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

1. Procure for METRO the right to continue using the products or services.
2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.
3. Remove the products or discontinue the services and cancel any future charges pertaining thereto.
4. Provided, however, that CONTRACTOR will not exercise option b.3. until CONTRACTOR and METRO have determined that options b.1. and b.2. are impractical.

C. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

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

XII. ***Termination***

A. *Breach.* Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to immediately terminate the contract, provided CONTRACTOR has been given written notice and a reasonable opportunity to cure. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

B. *Lack of Funding.* Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.

C. *Notice by Metro.* METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. If Metro terminates this agreement without cause, Metro will pay a Termination Fee equal to the amount of twelve (12) months of maintenance billing. Should the remaining contract term be less than twelve (12) months, the sum of the unpaid term of maintenance will be paid by Metro.

XIII. ***Maintenance of Records.*** CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

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

XV. ***METRO Property.*** Any METRO property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records,

and other work product and property produced during the performance of this contract are deemed to be METRO property.

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

XVII. ***Partnership/Joint Venture.*** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

XVIII. ***Waiver.*** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

XIX. ***Employment.***

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

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

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

XX. ***Procurement Nondiscrimination Program Requirements***

A. The consideration and contact of minority-owned and/or woman-owned business enterprises (MWBE) was required for a *Responsive* offer.

B. The provision of the following items was a part of the proposal package. The forms for compliance with the Procurement Nondiscrimination Program are made a part of this contract by reference.

1. *Covenant of Nondiscrimination*
   Your firm has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal/contract.

2. *Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected.*
   Each proposer must provide the enclosed form indicating that the proposer has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if BAO can provide at least three MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

3. *Letter of Intent to Perform as a Subcontractor/Joint Venture.*
   In the event that a proposer submits the use subcontractors, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter.

4. *Registration and Certification.*
   To be considered for the purpose of being Responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required by the filing date of the contract with the Metro Clerk's Office.

XXI. ***Compliance with Laws.*** CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations. **Exhibit D.**

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

XXIII. ***Nondiscrimination.*** It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, CONTRACTOR certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or

statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. **Exhibit D**.

XXIV. ***Ethical Standards.*** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

XXV. **Insurance.** During the term of this Contract, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified (**Exhibit E**) below by a checked box and in the solicitation:

A. ☐ Products Liability Insurance in the amount of one million ($1,000,000.00) dollars (If the vendor will be shipping to a receiving department of METRO)

B. ☒ General Liability Insurance in the amount of one million ($1,000,000.00) dollars

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

D. ☒ Automobile Liability Insurance in the amount one million ($1,000,000.00) dollars (if vendor will be making on-site deliveries)

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

F. ☐ Other Insurance ...

G. Such insurance shall:

1. Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed. Such coverage shall not extend to the acts or omissions of the additional insureds.

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

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

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

5. *Other Insurance Requirements.* CONTRACTOR shall:

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

      DEPARTMENT OF LAW
      INSURANCE AND RISK MANAGEMENT
      METRO COURTHOUSE
      1 PUBLIC SQUARE, SUITE 108
      NASHVILLE, TENNESSEE 37201

   b. Provide copies of endorsements if requested by METRO in lieu of or in addition to certificates of insurance. Insurance policies shall

only be provided in the event Metro is named in a claim or lawsuit connected with this agreement.

c. Replace certificates, and/or endorsements for any such insurance expiring prior to completion of services. Insurance policies shall only be provided in the event Metro is named in a claim or lawsuit connected with this agreement.

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

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

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

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

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

XXVI. ***Indemnification and Hold Harmless.*** CONTRACTOR will indemnify and hold harmless METRO, its officers, agents and employees from:

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

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

C. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any

language in any attachment or other document that the CONTRACTOR may provide.

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

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

XXVIII. ***Assignment--Consent Required.*** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
222 THIRD AVENUE NORTH, SUITE 750
NASHVILLE, TENNESSEE 37201

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

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

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

XXXII. ***Venue.*** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

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

XXXIV. ***Notices and Designation of Agent for Service of Process.***

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

Department: **Division of Purchases**

Attn: **Jeff L. Gossage**

Addr: **222 Third Avenue, North**
Suite 601
Nashville, Tennessee 37201

B. Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Otis Elevator Company

Attn: John Jellerichs

Addr: 901 Charlotte Ave. Nashville, TN 37203

Telephone: 615-254-3496

Fax: 615-256-0461

E-mail: john.jellerichs@otis.com

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

Designated Agent: Otis Elevator

Attn: John Jellerichs

Addr: 901 Charlotte Ave. Nashville, TN 37203

19281

XXXV. ***Effective Date.*** This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Department Head, General Services

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO PROOF OF INSURANCE:

Risk Manager

APPROVED AS TO FORM AND LEGALITY:

7/27/2011

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: JUL 27 2011

CONTRACTOR

Company: Otis Elevator Company

BY:

Print: John M. Jellerichs

Title: Branch Manager

Sworn to and subscribed to before me, a Notary Public, this 21st **day of** June, 2011, **by** John Jellerichs, **the** Branch Manager **of CONTRACTOR and duly authorized to execute this instrument on Contractor's behalf.**

Notary Public

My Commission Expires 8/23/11

KIMBERLY E. BARNES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires August 23, 2011

Exhibit A

Pricing

The pricing model for this contract is as follows:
Attachment 1 – Bid Tab

Otis Revised 1-24-2011 Attachment A Contract 19281

AUDITORIUM

Building Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
MUNICIPALAUDITORIUM	417 4TH AVENUE NORTH	FREIGHT	OTIS	6000	45	3	low	8am-5pm	419673		1				$ 85
MUNICIPALAUDITORIUM	417 4TH AVENUE NORTH	PASSENGER	OTIS	2500	100	3	low	8am-5pm	392215	1					$ 85
									SUBTOTAL	1	1	0	0	0	$ 170

FARMER'S MARKET

Building Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
FARMER'S MARKET MAIN BUILDING	900 8TH AVENUE NORTH	PASSENGER	THYSSENKRUPP	2100	100	2	medium	8am-5pm	UNKNOWN	1					$ 85
FARMER'S MARKET MAIN BUILDING	900 8TH AVENUE NORTH	PASSENGER	THYSSENKRUPP	4500	100	3	high	8am-5pm	UNKNOWN	1					$ 85
									SUBTOTAL	2	0	0	0	0	$ 170

GENERAL SERVICES

Building Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
222 BUILDING	222 3RD AVENUE NORTH	PASSENGER	THYSSENKRUPP	4000	350				25805	1					$ 225
222 BUILDING	222 3RD AVENUE NORTH	PASSENGER	THYSSENKRUPP	4000	350				25806	1					$ 225
BEN WEST LIBRARY	225 POLK AVENUE	PASSENGER	OTIS	2000	100				18040	1					$ 85
BEN WEST LIBRARY	225 POLK AVENUE	PASSENGER	OTIS	2000	100				18041	1					$ 85
BEN WEST MUNICIPAL BUILDING	100 JAMES ROBERTSON PKY	PASSENGER	US	2500	100				25169	1					$ 85
BEN WEST MUNICIPAL BUILDING	100 JAMES ROBERTSON PKY	WHEEL CHAIR LIFT	PORCH LIFT	750	12				32444				1		$ 50
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	150				25010	1					$ 85
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	350				25011	1					$ 85
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	4500	350				25017	1					$ 125
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	4500	2501				25018	1					$ 125
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	350				25019	1					$ 225
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	US	2500	0				25020	1					$ 85
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	THYSSENKRUPP	1500	110				34818	1					$ 85
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	THYSSENKRUPP	2500	125				34819	1					$ 85
CRIMINAL JUSTICE CENTER	200 JAMES ROBERTSON PKY	PASSENGER	GUNDERLIN LTD	4000	75				25016	1					$ 85
E-911	2060 15TH AVENUE SOUTH	PASSENGER	THYSSENKRUPP	5000	125				35842	1					$ 85
FIRE HEADQUARTERS	63 HERMITAGE AVENUE	PASSENGER	THYSSENKRUPP	4500	200				36175	1					$ 85
FULTON GARAGE	806 2ND AVE SOUTH	PASSENGER	THYSSENKRUPP	4500	200				36176	1					$ 125
FULTON GARAGE	806 2ND AVE SOUTH	PASSENGER	THYSSENKRUPP	3500	350				35150	1					$ 125
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	THYSSENKRUPP	3500	350				35151	1					$ 125
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 125
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	PASSENGER	HOLISTER WHITNEY	2500	450				UNKNOWN	1					$ 225
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	WHEEL CHAIR LIFT	THYSSENKRUPP	750	9				35543					1	$ 50
HISTORIC COURTHOUSE	1 PUBLIC SQUARE	WHEEL CHAIR LIFT	SCHINDLER	260	18				35752					1	$ 50
HOWARD OFFICE BUILDING	700 2ND AVENUE SOUTH	PASSENGER	THYSSENKRUPP	5000	150				UNKNOWN	1					$ 85
HOWARD OFFICE BUILDING	700 2ND AVENUE SOUTH	PASSENGER	THYSSENKRUPP	5000	150				UNKNOWN	1					$ 85
HOWARD OFFICE BUILDING	700 2ND AVENUE SOUTH	PASSENGER	THYSSENKRUPP	5000	150				UNKNOWN	1					$ 85
JUSTICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	5000	350				34439	1					$ 225

STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	5000	350	Hi	M-F 6am-5pm	34440	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34441	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34444	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34445	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34446	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34447	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34448	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34449	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	3500	350	Hi	M-F 6am-5pm	34450	1						$	225
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34842				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34843				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34844				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34845				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34846				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34847				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34848				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34849				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34850				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34851				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34852				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34853				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Low	M-F 6am-6pm	34854				1			$	50
STICE A. A. BIRCH	408 2ND AVENUE NORTH	WHEEL CHAIR LIFT	NAT WHEEL O VAT	750	9	Hi	24hrs	28775	1						$	85
VENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	2500	150	Hi	24hrs	28776	1						$	85
VENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	3500	100	Hi	24hrs	28777	1						$	85
VENILE JUSTICE CENTER	100 WOODLAND STREET	PASSENGER	THYSSENKRUPP	4500	125	Low	M-F 6am-6pm	UNKNOWN	1						$	85
IDSLEY HALL	730 2ND AVENUE SOUTH	PASSENGER	UNKNOWN	UNKNOWN	UNKNOWN	Hi	M-F 6am-5pm	34599	1						$	85
ETRO OFFICE BUILDING	800 2ND AVENUE SOUTH	PASSENGER	SCHINDLER	3500	150	Hi	M-F 6am-5pm	34799	1						$	85
ETRO SOUTH EAST	1417 MURFREESBORO RD	PASSENGER	THYSSENKRUPP	4500	110	Med	M-F 6am-6pm	10519		1					$	225
ETRO SOUTH EAST	1417 MURFREESBORO RD	FREIGHT	THYSSENKRUPP	6000	50	Low	24hrs	32242	1						$	85
ELBY STREET BRIDGE	2ND AVENUE SOUTH	PASSENGER	THYSSENKRUPP	3500	200			SUBTOTAL	45	1	0	14	2		$	8,210

EALTH

ilding Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
ST	1015 TRINITY LN	PASSENGER	DOVER	135	2000	2	Medium	8A-4:30P	27047	1					$ 85
NTZ	311 23RD AVE N	PASSENGER	DOVER	200	3500	4	High	7A-4:30P	24190	1					$ 225
NTZ	311 23RD AVE N	PASSENGER	DOVER	200	3500	4	High	7A-4:30P	24191	1					$ 225
NTZ	311 23RD AVE N	PASSENGER	OTIS	75	2000	4	High	7A-4:30P	15562	1					$ 50
OODBINE	224 ORIEL AVE	DUMBWAITER	SEDGWICK	50	1000	Removed form Service			27655		1				$ 810
									SUBTOTAL	4	1	0	0	0	

IBRARY

ilding Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
RNEGIE EAST	117 CHARLES E DAVIS BLVD	PASSENGER	DOVER	2100	125	2	medium	8am-5pm	410895	1					$ 85
RNEGIE NORTH	206 GALLATIN RD	PASSENGER	SCHLINDLER	1500	100	2	medium	8am-5pm	415340	1					$ 85
NELSON	1010 JONES ST	PASSENGER	THYSSENKRUPP	2000	100	2	medium	8am-5pm	419546	1					$ 85
AIN LIBRARY	1001 MONROE ST	PASSENGER	THYSSENKRUPP	2000	100	4	HIGH	8am-5pm	416401	1					$ 85
AIN LIBRARY	2315 GALLATIN RD	PASSENGER	THYSSENKRUPP	2000	100	4	HIGH	8am-5pm	416307	1					$ 85
AIN LIBRARY	615 CHURCH ST	PASSENGER/FR	THYSSENKRUPP	4500	350	5	HIGH	8am-5pm	32095		1				$ 225

															$	85
IAIN LIBRARY	615 CHURCH ST	PASSENGER/FR	THYSSENKRUPP	4500	150	3	medium	8am-5pm	418009		1				$	85
IAIN LIBRARY	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	3	HIGH	8am-5pm	418008	1					$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	3500	150	3	HIGH	8am-5pm	419389			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	2500	150	5			425753			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	THYSSENKRUPP	2500	150	5			425755			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	5			426271			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	5			426272			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	5			426270			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	ESCALATOR	WESTINGHOUSE	3400	90	5			425754			1			$	350
IAIN LIBRARY GARAGE	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	2	medium	8am-5pm	418007	1					$	85
LD HICKORY	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	2	medium	8am-5pm	418006	1					$	85
RUITT	615 CHURCH ST	PASSENGER	THYSSENKRUPP	3500	200	2	low	8am-5pm	418005	1			1		$	85
HOMPSON LANE	615 CHURCH ST								SUBTOTAL	9	2	7	1	0	$	3,525

PARKS

uilding Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
OLEMAN COMMUNITY CENTER	384 THOMPSON LANE	PASSENGER	THYSSENKRUPP	2500	125				UNKNOWN	1					$ 85
AST PARK COMMUNITY CENTER	700 WOODLAND STREET	PASSENGER	THYSSENKRUPP	2500	130				UNKNOWN	1					$ 85
IADLEY PARK COMMUNITY CENTER	JOHN MERRITT BLVD	PASSENGER	THYSSENKRUPP	2000	106				UNKNOWN	1					$ 85
IARTMAN PARK COMMUNITY CENTER	2801 TUCKER ROAD	PASSENGER	THYSSENKRUPP	2100	95				UNKNOWN	1					$ 85
ICFERRIN PARK COMMUNITY CENTER	310 GRACE STREET	PASSENGER	THYSSENKRUPP	2500	100				UNKNOWN	1					$ 85
ARTHENON	CENTENNIAL PARK	PASSENGER	THYSSENKRUPP	2100	100				UNKNOWN	1					$ 85
OUTH INGLEWOOD COMMUNITY CENTER	1624 REBECCA STREET	PASSENGER	THYSSENKRUPP	2100	95				SUBTOTAL	7	0	0	0	0	$ 595

WATER SERVICES

uilding Name	Address	Type	Brand	Capacity	Speed	# Floors Served	Usage - Hi Medium Low	Hours available to service	Permit Number	Passenger Elevator Quantity	Freight Elevator Quantity	Escalator Quantity	Chair Lift Quantity	Platform Lift Quantity	Monthly Maint. Cost $
TH AVENUE RESERVOIR	1401 8TH AVENUE NORTH	PASS/FREIGHT	UNKNOWN	UNKNOWN	UNKNOWN	2	low	7am-4pm	UNKNOWN	1					$ 225
IO-SOLID BUILDING	1810 CEMENT PLANT ROAD	PASSENGER	THYSSENKRUPP	2100	100	3	Medium	7am-3pm	405614	1					$ 225
IO-SOLID BUILDING	1810 CEMENT PLANT ROAD	PLATFORM LIFT	GILLESPIE	500	UNKNOWN	2	Medium	7am-3pm	UNKNOWN					1	$ 50
DMINISTRATION BUILDING (LEFT)	1600 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	2500	150	5	High	7am-3pm	405614	1					$ 225
DMINISTRATION BUILDING (RIGHT)	1500 2ND AVENUE NORTH	PASSENGER	THYSSENKRUPP	2100	150	5	High	7am-3pm	405768	1					$ 225
USTOMER SERVICE CENTER	1700 3RD AVENUE NORTH	PASSENGER	OTIS	2500	75	2	High	8am-3pm	UNKNOWN	1					$ 225
WWTP - CSO PUMP STATION	1600 2ND AVENUE NORTH	PASSENGER	OTIS	2500	350	7	Medium	6am-3pm	405590	1					$ 225
WWTP - CSO PUMP STATION	1600 2ND AVENUE NORTH	PASSENGER	OTIS	2500	350	7	Medium	6am-3pm	411277	1					$ 225
WWTP - PROCESS CENTER	1600 2ND AVENUE NORTH	PASSENGER	DRICE SOUTHERN	2500	125	3	High	6am-3pm	UNKNOWN	1					$ 225
WWTP - PUMP PIT	1600 2ND AVENUE NORTH	FREIGHT	SALEM	1200	100	out	of	service	405523		1				$ 225
MOHUNDRO WATER PLANT	1400 PUMPING STATION RD	PASSENGER	OTIS	1200	50	3	Medium	7am-3pm	UNKNOWN	1					$ 225
MOHUNDRO WATER PLANT	1400 PUMPING STATION RD	PLATFORM LIFT	UNKNOWN	UNKNOWN	UNKNOWN	4	Medium	7am-3pm	UNKNOWN					1	$ 50
									SUBTOTAL	9	1	0	0	2	$ 2,350
									TOTAL (All Agencies)						$ 15,830

Exhibit B

Escalation/De-escalation

Prices quoted shall be firm for one year following the effective date of contract. Written requests for price changes after the firm price period may be submitted in writing to the purchasing division. Any increase will be based on the contractor's actual cost increase only, as evidenced by written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change. The escalation/de-escalation cost adjustment shall be effective at each contract anniversary date, after the first year.

At the option of Metro, (1) the request may be granted, (2) the commodity/service may be re-advertised for award and subsequent cancellation, or (3) continue the contract without change.

Exhibit D

Affidavits

State of Tennessee **County of** Davidson

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the Branch Manager (Title) of otis Elevator Company (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with METRO's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: [signature]

Title: Branch Manager

Address: 901 Charlotte

Nashville, TN 37203

Sworn to and subscribed before me on this 11 day of November, 2010.

[signature]

Notary Public

My commission expires: 8/23/11

KIMBERLY E. BARNES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires August 23, 2011

Exhibit E

Insurance Forms

This Exhibit shall house the proof of insurance in the amounts and form set required by the contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2011

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

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

PRODUCER
MARSH USA INC.
ONE STATE STREET
HARTFORD, CT 06103-3187

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : The Insurance Company of the State of Pennsylvania	19429
INSURER C : Illinois National Insurance Co.	23817
INSURER D : Chartis Casualty Company	40258
INSURER E : New Hampshire Insurance Company	23841
INSURER F : National Union Fire Insurance Company of Pittsburgh, PA	19445

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

COVERAGES **CERTIFICATE NUMBER:** BU9DVTBR **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			02CSET10004 $2,000,000 general aggregate per location/project $10,000,000 policy general aggregate	04/01/2011	04/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			02CSET10000 (A/O) 02CSET10019 (HI) Hartford Underwriters Ins	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B C D E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		061967:CA-369 FL-370 TX-371 MULTI-368 MA367;MN375;NJ374;MULTI372,373 CT WC (SIR 2.5MM) EX COV-1192382	04/01/2011	04/01/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Metro Courthouse, 1 Public Square, Nashville
The Metropolitan Government of Nashville and Davidson County, its officers, agents and employees are additional insured to the extent required by contract. The policies are primary and non contributory and include a waiver of subrogation, both to the extent required by contract.

Solicitation 10-20

CERTIFICATE HOLDER

Department of Law
Insurance and Risk Management
Metro Courthouse
1 Public Square, Suite 108
Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James T. Haggerty

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ACORD 25 (2010/05)

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NATIONAL PRICING

Otis Elevator Company
Nashville Branch
901 Charlotte Avenue
Nashville, Tennessee 37203
(615) 498-5977 Fax (615) 256-0461
For Service 1-800-233-6847
brent.eubanks@otis.com

Brent Eubanks
Senior Account Manager-Southern Region

Otis
A United Technologies Company

As a follow up to our Friday meeting we have the following requests:

1. Please identify and describe in detail any pricing variables or formulas which will allow agencies to configure pricing on a National basis.

Prices based on standard model passenger cars with front entrances only
All prices are subject to a site survey to determine:
1. Type of equipment (Relay vs. Microprocessor)
2. Age, model, and condition of equipment
3. Actual rise and number of openings
4. Resident mechanic, Route Structure, fixed labor requirements, Overtime requirements
5. Equipment usage
6. Building Specific Requirements
7. Outdoor elevator/escalator pricing dependent on conditions and waterproof protection.

Please consult your local Otis Representative for exact pricing

2. As discussed in the Friday meeting the MNPS chose to withdraw from participating in this procurement. As a result please provide your best pricing to reflect those and the changes noted below as identified in the attached revised pricing sheet:
a. Addition of 1 elevator for Fire Headquarters
b. Addition of 2 elevators for the Fulton Parking garage
c. Deletion of 1 elevator at the the CJC Annex

See Attachment

3. Complete the revised Pricing Worksheets. Be sure to complete all four (4) sheets. You must click on the tab at the bottom of the worksheet to open the next worksheet.

See Attachment

ALL SAFE
Every one.
Every job.
Every day.

Brand	Are you authorized to service nationally?	Description of any limitations
Dover	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Haughton	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Kone	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Montgomery	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Motion Control	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Otis	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Schindler	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Sigma	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
ThyssenKrupp	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem
Westinghouse	Specific "one-off" type controllers could possibly pose a problem	Specific "one-off" type controllers could possibly pose a problem

	Pricing Breakdown	100%
	Parts	10%
	Labor	60%
	OH & Profit	30%
List All Other Pricing Elements		
		100%

Provide the % for each category, add additional categories if necessary. The total % must equal 100% of the cost for full service maintenance pricing

	Position	Description of Function	Billable Hourly Rate
	Certified Mechanic	Perform maintenace work, repairs and modernizations	230
	Mechanic Helper	Assist mechanics and perform light maintenance work as defined in labor agreement.	185
List other positions that may be used, their description and Hourly Rates			

State	Rate of Adjustment	Method of Calculating Annual Escalation/De-escalation
Alabama	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Alaska	20.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Arizona	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Arkansas	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
California	20.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Colorado	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Connecticut	15.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Delaware	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Florida	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Georgia	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Hawaii	20.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Idaho	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Illinois-Chicago	10.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Indiana	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Iowa	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Kansas	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Kentucky	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Louisiana	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Maine	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Maryland	10.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Massachusetts	15.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Michigan	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Minnesota	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Mississippi	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Missouri	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Montana	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Nebraska	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Nevada	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
New Hampshire	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
New Jersey	15.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
New Mexico	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
New York- NYC	25.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
North Carolina	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government

All listed prices are contingent on condition of equipment, age, usage and specific building requirements at time of survey.

North Dakota	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Ohio	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Oklahoma	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Oregon	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Pennsylvania-Philadelphia area	10.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Rhode Island	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
South Carolina	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
South Dakota	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Tennessee	**0.0%**	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Texas	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Utah	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Vermont	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Virginia-DC area	10.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Washington	5.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
West Virginia	0.0%	products as published by US Government
Wisconsin	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government
Wyoming	0.0%	90% labor and 10% material based on IUEC wages and metals and metal products as published by US Government

NOTE: Tennessee will serve as the Basis for Adjustments. All other states will be adjusted upward or downward from Tennessee. List the % of increase or decrease from the base set for Temnnessee for each state listed

CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form
(Use for purchase(s) over $15,000, when piggybacking off other contracts)

Date 11/21/2013

Department/Office Public Works

Division/Area 5174

Contact Person Larry Breighner

Title Ems Superintendent

Phone 4550

Email LBreighner@Hollywood.org

---

1. Requested Vendor Otis Elevator

Vendor Number _____

Address 5381 N.W. 33rd AVE.Suite 103 Fort lauderdale

Contact Person Mike Palmieri

Title Area Service Rep.

Phone (954)535-1325

Email Mike.palmieria@otis.com

2. Contract title requesting to piggyback? Elevator/Escalator Maintenance Repair

Awarding Agency National IPA

Contract Expiration Date July 26 2016

Copy of Contract and Awarding Agency documentation is attached. ☒ Yes ☐ No

3. Product/Service being requested (be specific). Maintenance of all city elevators

4. Detailed description of the products/services function and purpose. maintenance and repair of elevators,stair lifts and pourch lifts and equipment.

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)*

*Purchase Order # P*_____ *(As Applicable)*

*Blanket Purchase Oder # BPO*_____ *(As Applicable)*

(Revised 9/2013)

5. Please explain what process the Department/Office took to verify and/or identify this contract. This was done by procurement.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain Kone elevator company was contacted for a quote and found to be to high.

7. Total cost of the requested product/service. 63,420

8. Total estimated annual (fiscal year) cost of requested product/service.63,420

Account Number(s) Various numbers _____

9. Is this product/service covered by a warranty? ☐ Yes ☒ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) _____

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched Search Results

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)*

*Purchase Order # P*_____ *(As Applicable)*

*Blanket Purchase Oder # BPO*_____ *(As Applicable)*

(Revised 9/2013)

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statue, governing rule or regulation.

Contact Person's Signature — Date 11/22/13

Supervisor's Signature — Date 11 21 13

Director's Signature — Date 11-22-13

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

*Requisition # R*_____ *(As Applicable)*

*Purchase Order # P*_____ *(As Applicable)*

*Blanket Purchase Oder # BPO*_____ *(As Applicable)*

(Revised 9/2013)