



UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2019.001564

The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and the supplier named below ("Supplier"). This Master Service Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **October 1, 2019** and through **September 30, 2024** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for Five (5) successive One (1) -year periods (each, a Renewal Term), by providing Supplier with at least Thirty (30) calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to **Attachment B – Pricing Schedule** for Pricing.

For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: **FOB Destination**.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;



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Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **Net 30**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues not addressed above:

Name	Reynaldo Cano-Boza
Title	Sr. Commodity Manager
Phone	(510) 987-9893
Email	Reynaldo.Cano-Boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Brad Fleming
Title	Director, Institutional Vertical
Phone	309-314-0880 (Cell)
Email	Brad.Fleming@kone.com
Address	4225 Naperville Road, Suite 400
	Lisle, IL. 60532

6. Intellectual Property, Copyright and Patents

☐ The Goods and/or Services involve Work Made for Hire

☒ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

☐ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

☒ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

**8. Prevailing Wages**

☐ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☒ Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

**10. Restriction Relating to Consulting Services or Similar Contracts –
Follow-on Contracts**

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **KONE Inc.**

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 08/06/2019 are hereby amended as follows:

Please refer to Attachment C – University of California Rider.

16. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and agencies nationwide registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.



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17. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a) Master Service Agreement # 2019.0001564
- b) UC Terms and Conditions of Purchase
- c) Attachment A - Statement of Work
- d) UC Request for Proposal# (000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019 ("RFP") and
- e) Supplier's responses thereto submitted on or about June 17, 2019 ("RFP Response")
- f) Attachment B – Pricing Schedule
- g) Attachment C – University of California Rider
- h) Omnia Exhibits F
- i) Omnia Exhibit G


18. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

DocuSigned by:


5FF213FE8EE0486...
(Signature)

Dylan Paul
Associate Director, Strategic Sourcing
Facilities and Maintenance/Construction
(Printed Name, Title)

11/1/2019

(Date)

KONE INC.



(Signature)

Jeffrey S. Blum
Senior Vice President

(Printed Name, Title)

11/01/2019

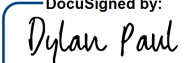
(Date)

Opportunity #0009121443

6. Notwithstanding any provisions contained in the Terms and Conditions of Purchase to the contrary, Contractor shall retain ownership of all intellectual property rights involving the goods and/or services provided by Contractor.

ACCEPTED:

Regents of the University of California

DocuSigned by:

BY: 5FF213FE8EE0486...

TITLE: Dylan Paul
Associate Director, Strategic Sourcing
Facilities and Maintenance/Construction

DATE: 11/1/2019

KONE Inc.


BY: _____

TITLE: Jeffrey S. Blum
Senior Vice President

DATE: 11/01/2019

Opportunity #0009121443



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.



ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates



of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:



1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier 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 must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.



ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.



- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable



for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.



ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.



- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC



Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwf-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.



Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:



- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ATTACHMENT A TO PURCHASING AGREEMENT # 2019.001563

STATEMENT OF WORK

This Statement of Work # 1 ("SOW") is issued pursuant to Purchasing Agreement # 2019.001563 dated October 1, 2019 between UC and Supplier ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Kone is to provide Maintenance Services to the University of California dependent on University of California's service preferences, as well as any additional repair work, Modernization and/or New Equipment materials and/or installation.

2. Term of SOW

This SOW will begin on _____, 20__ ("Effective Date") and continue through September 30, 2024. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	[General description]	[Specific details using action verbs like "create", "develop", "test", "analyze", "evaluate", etc.]	[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]	[Specific dates are best; can be stated as "Week 1", "Week 2", etc.]
2				
3				
4				
5				

4. UC Obligations

UC will provide access to buildings and allow services to be rendered under the outlined details in the Statement of Work.

5. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW [**Buyer: Names should be listed only if Agreement permits use of subcontractors**]:

Name of Subcontractor	Goods and/or Services the Subcontractor will provide

Supplier's Account Management Team is:

Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	

6. Reporting Requirements

The Supplier shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Supplier into an electronic monthly report to the UC. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

7. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

a) Services

Response Time	- 1 hour
Request for reports	-within 5 business days
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

b) Performance Guarantee –

If a unit is down more than fifteen (15) consecutive work days due to an unscheduled repair and it is down due to equipment related, non-misuse or controllable reason within Supplier control, Supplier will credit service maintenance billing for the period that the unit is down except for cases where the cause was a obsolete component.

If a shutdown exceeds 3 days and Supplier cannot source a solution, UC may request to source a supplier or contractor that is approved to conduct the repair by UC. Supplier reserves the right to continue the repair using Supplier personnel and suppliers. If Supplier has a solution but the time to repair is longer and the repair leadtime is normal and customary for the work involved, Supplier will continue to proceed in a timely manner and complete the repair.

The Owner may have the elevators' performance checked periodically to ensure the Supplier is performing in accordance with the terms and conditions of this Contract. If University determines that Supplier is not performing its obligations hereunder, then, in addition to all other rights and remedies reserved to Owner herein or at law or equity, including the right of cancellation. If services under contract are not rendered as required, a reasonable credit will be issued commensurate with that service.

c) Performance Levels –

- a. **Penalty for Up-Time and Entrapments** The University intends to provide Supplier with Penalties in accordance with the schedule as shown below.
- b. **Guaranteed Up-Time:** Should the Average Availability of all inventory conveyances in operation fall more than 3% below the Guaranteed Up-Time of 98% during any Contract Year, Supplier shall pay UC a penalty subject to a 3% per annual contract value. If supplier maintains an uptime of 98% or greater, a bonus of 3% would be granted based on annual contract value. Penalty or Bonus is to be paid within 60 days following anniversary date. Penalty amounts for each full incremental percent will be calculated as follows (Note that amounts are not cumulative):

GURANTEED UP-TIME	ANNUAL PENALTY	ANNUAL BONUS
< 95% Up-Time	3%	
< 96% Up-Time	2%	
< 97% Up-Time	1%	
>= 98% Up-Time	0%	3%

All conveyance units are expected to be available 24 hours per day.

- 28 days = 672 available hours
- 29 days = 696 available hours
- 30 days = 720 available hours
- 31 days = 744 available hours
- Operational hours /Available hours = Up-Time
- 720 operational hours/720 available hours = 100% Up-Time

720 hours-12 hours of scheduled repair or scheduled down-time = 708 hours available with no Unscheduled Downtime.

708 operational hours/708 available hours = 100% Up-Time

d) **Guaranteed Up-Time:**

- a. **Example of Up-Time Minus Unscheduled Down-Time** Using the same hours above, if there were 24 hours of **unscheduled** down-time to a conveyance unit due to **unscheduled** repair/maintenance, the operational hours would be reduced to 684 hours. Therefore, the operational hours divided by the available hours would be used to obtain the revised Up-Time.

708 hours - 24 hours (unscheduled maintenance/repair) = 684 (Operational Hours)/708 (Available Hours) = 97%

8. Pricing, Invoicing Method, and Settlement Method and Terms

[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

- “Fixed Price Services” to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
- “Time and Materials Services” to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
- The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	Rate per Hour/Day	Estimated No. of Days	Extended Cost of Fees	UC MRC
Estimated Maximum Expenses (if any):			n/a	
Estimated Maximum Cost:				

9. Program Requirements

Hours and Manner of Work. The maintenance work to be performed under these specifications shall be performed during the normal working hours of 8:00am to 4:30pm, Monday through Friday, UC or participant holidays excepted.

The University shall be notified prior to the removal of elevators from normal service that requires the elevator to be out of service for more than 30 minutes.

Elevator mechanics shall remain in contact with the respective Campus unit dispatcher while on campus. Should the elevator mechanic be required to leave the campus for any reason, the mechanic is to notify the appropriate University campus unit dispatcher at the time of his departure and return.

Should a callback occur during other than normal working hours necessitating the payment by this Contractor of premium or overtime wages, this Contractor shall be responsible for the basic hourly rate paid, but the agency will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

Entrapment. Anytime an elevator is shut down with trapped passengers, Supplier shall guarantee 2 hours response time from the time the trouble call is received.

In the event an elevator is shut down without trapped passengers, Supplier shall guarantee 4 hour response time from the time the trouble call is received between 8:00 a.m. and 4:30 p.m. Monday through Friday, and 6 hour response time at all other times.

Removal of Vendor/Subcontractor Employees. In the event that University determines that an employee of vendor or a subcontractor hired by vendor is unqualified, unruly, or in any way endangering the project, vendor shall remove employee/subcontractor at the request of the University. This provision shall apply to all vendor personnel.

Overtime. During the term of the Contract the Agency Representative may authorize the Supplier to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of the UC. When this authority is granted, the Supplier shall pay employees their usual overtime-hour rate, and UC will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

Maintenance Service Records. The Supplier shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Supplier is to furnish an electronic report including check charts and log of arrival and departure times of the Supplier's

employees according to the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Supplier shall maintain an electronic log of all call back records. On a semi-annual basis, the Supplier shall submit an electronic copy to the user agency in the form of a line graph that shows the trend in callbacks.

Check-in Procedure. Supplier mechanic must check in prior to starting work, by phone or in person to primary contact whom requested services or those designated by the UC. UC will provide proper access to mechanic upon Check-in.

Travel Charges. No travel charges are to be billed for scheduled maintenance. Fees will only apply to emergency or non-scheduled services.

Obsolescence. The Supplier is not financially obligated to make any changes or recommendations in the existing design, function or equipment in place at the time this Agreement is first effective. Furthermore, University acknowledges with the passage of time, equipment technology and designs may change and/or become obsolete or inefficient. Other than to provide a reasonable amount of preventive maintenance, Supplier shall not be financially obligated to service, upgrade, renovate, enhance or make repairs or replacements to equipment that is obsolete.

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Parking. Supplier shall obtain all parking permits and/or decals that may be required while performing statement of work duties on University premises or Participating Entity location(s).

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

11. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

12. Additional Terms

[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

[SUPPLIER NAME]

(Signature)

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)

**University of California (UC)
REQUEST FOR PROPOSAL#
(000289-APR2018) RFP-ElevatorMaintenance-
UCSystemWide-April2019
FOR**

***Elevator, Escalator, Chairlift and Platform Lift Maintenance &
Repair and related services.***

***On behalf of the University of California and OMNIA Partners
and other government agencies and non-profits***

Date Issued: 04/24/19

Responses Due: 06/03/19@ 3pm PST

It is the Contractor's responsibility to read the entire document, any addenda, and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Contractors. It is the Contractor's responsibility to watch their e-mail for any addenda, notices, or changes to the RFP or process.

Issued by: The Regents of the University of California
Adrian Ferreira, Interim Associate Director
Strategic Sourcing - Facilities & Maintenance
University of California Office of the President
7835 Trade Street, San Diego, CA, 92121

**Proposal RFP-ElevatorMaintenance-UCSystemWide-April2019
ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES**

RFP Number **(000289-APR2018) RFP-ElevatorMaintenance-UCSystemWide-April2019**
RFP Title **ELEVATOR MAINTENANCE & REPAIR AND RELATED SERVICES**
RFP Start Date **April 24, 2019 3:00 PM PST**
RFP End Date **June 03, 2019 3:00 PM PST**

Question & Answer End Date **May 27, 2019 3:00 PM PST**

RFP Contact **Adrian Ferreira**
 Interim Associate Director – Facilities & Maintenance
 University of California Office of the President
 Adrian.Ferreira@ucop.edu

Vendor Web Conference **May 03, 2019 2:00:00 PM PST**

Attendance is non-mandatory

**Location: NON-MANDATORY VENDOR WEB CONFERENCE VIA
WEB CONFERENCE USING ZOOM APPLICATION.**

**Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>
Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257**

**Link and number are available during time of Vendor Conference.
If an Offeror is unable to attend the pre-proposal conference,
recording of presentation will be attached to CalUsource system
upon completion.**

Campus Walkthrough

Attendance is non-mandatory

Starting week of April 29, 2019 (Northern California)

Week of May 6, 2019 (Southern California)

Refer to ATTACHMENT C – Campus Walkthrough Schedule

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Attachments

- Attachment A – Elevator Equipment List
- Attachment B – Campus Matrix
- Attachment C – Campus Walkthrough Schedule
- Attachment D – Elevator Component Evaluation
- Attachment E – Maintenance vs. Construction

Exhibits

- Omnia Partners - Exhibit A – Response to National Cooperative Contract
- Omnia Partners - Exhibit B – Administration Agreement
- Omnia Partners - Exhibit C– Master Intergovernmental Cooperative Purchasing Agreement
- Omnia Partners - Exhibit D – Principal Procurement Agency Certificate
- Omnia Partners - Exhibit E – Contract Sales Reporting Template
- Omnia Partners - Exhibit F – Federal Funds Certification Form
- Omnia Partners - Exhibit G – New Jersey Compliance Form

Omnia Partners - Exhibit H – OMNIA Partners Advertising Compliance Requirement List

Request for Proposals

RFP Title:

Elevator Maintenance and Repair and Related Services

Introduction/Overview

A. Purpose

The University of California ("UC") is requesting proposals from qualified firms for the purchase of the following products and services in the 3 modules below:

1. MODULE 1: Elevator Maintenance & Related Services

- i. Capability to provide service to the following conveyances, but not limited to, elevator, escalator, chairlift and platform lift.
- ii. Capability to provide as needed to full service based on varied needs by each UC Campus location.
- iii. Ensures consistent performance standards are applied throughout UC.
- iv. Reduces elevator, escalator, chairlift and platform lift response time and repair turn-over.
- v. Standardizes elevator, escalator, chairlift and platform lift maintenance procedures, processes and reporting.
- vi. Assists UC in establishing prioritization schedules for repair and maintenance.
- vii. Maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- viii. Capability to modernize existing elevator conveyances.

2. MODULE 2: Non-Proprietary Controls Manufacture

- i. Elevator control system shall be non-proprietary
- ii. Elevator control system shall not require any external Proprietary service tool
- iii. Elevator control system shall be serviceable and maintainable by any qualified elevator maintenance provider capable of maintaining apparatus of similar design and complexity

3. MODULE 3: Conveyance Audit Services

- i. Capability to evaluate, elevator maintenance audit to a maintenance condition assessment, a performance and equipment evaluation, survey, or even a preventative service audit, elevator state, or asset management review.

B. Objective

1. Provide a comprehensive competitively solicited Master Agreement offering products and services to UC and Participating Public Agencies
2. Establish a Master Agreement with a Five (5) year contract(s) with options for Five (5) one-year extensions for the selected Contractor(s).
3. Achieve cost savings for Contractors and Participating Public Agencies through a competitive solicitation process that eliminates the need for multiple proposals.

4. Provide Participating Public Agencies with environmentally responsible products and services.
5. The goal of the RFP is to establish a national contract(s). If Contractors are unable to propose a national program due to conflicts with legal obligations or coverage area, Contractor may indicate so and propose a regional or direct solution. UC will evaluate responses in their entirety and determine award based on the most advantageous.

C. Intent

1. Respondent(s) shall have a strong national presence for Conveyance maintenance/repair goods and services, or non-proprietary controls manufacture, or conveyance audit services for use by UC and various public entities nationwide.
2. Respondent(s) are required to answer general question and also **ONLY** respond to one (1) module. Intent is to have at minimum 3 awards (1 per module).
 - i. The following categories are required to be completed by all and considered general questions:
 1. Company Profile
 2. National Program
 3. Sustainability
 4. Value Add
3. UC is seeking qualified candidates with the capability to provide services to all 10 UC campus locations at minimum, with potential capability to have national representation.
4. UC 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 UC best interest.

D. National Contract for UC Contracts

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded

cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents Exhibit A, B, F, and G. The UC, as the Principal Procurement Agency, has partnered with the OMNIA Partners (herein OMNIA) to make the resultant contract from this solicitation available to qualified Participating Public Agencies nationwide. OMNIA provides marketing and administrative support for the Supplier (herein also referred to as Contractor or Consultant) that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier as stated in **Exhibit A**.

Estimated Volume

The UC anticipates spending approximately \$8 million annually on as needed and full-service elevator, escalator, chairlift and platform lift, maintenance program. The overall dollar volume of supplies purchased under the contract is estimated to be \$80 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the UC, other government agencies that intend to utilize the resulting contract to be made available to them through OMNIA Partners, and volume growth into other agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

As outlined in Exhibit A, the awarded supplier(s) are required to pay an administrative fee.

E. General

All Suppliers are **required** to complete the following four (4) Questionnaire sections in the CalUSource solicitation tool in the RFP event. All Offeror(s) are required to complete the Questionnaire section outlined below and **ONLY** one (1) module.

1. **Questionnaire:**
 - a. Company Profile
 - b. Sustainability
 - c. National Program
 - d. Value Add

MODULE 1: Elevator Maintenance & Related Services - The evaluation of an elevator, escalator, chairlift and platform lift maintenance program shall be evaluated in terms of a Full-Service Maintenance to include a Preventative Maintenance Program. Offerors will be required to propose on a Full-Service Maintenance Program to encompass Preventative Maintenance.

The Offeror(s) responding to MODULE 1 **must complete** the three (3) Price Sheets in solicitation named: Hourly Rates by Campus Location, Monthly/Annual Rates, and Material Discount/Rate.

• **Elevator Modernization:**

- Scope is defined as “Partial In-Kind Replacement” as outlined in Attachment D – Elevator Component Evaluation.
- **Modernization Restrictions:**
 - No new construction
 - Components <50% of the replacement cost of the system
 - Purchase within the minor cap limit of \$750K.
 - UC Construction or Maintenance is defined in Attachment E – Maintenance or Construction.

MODULE 2: Non-Proprietary Controls Manufacture – Objective is to find qualified manufactures with the capability to supply non-proprietary controls to UC and also have capability to delivery products and provide support nationally.

The Offeror(s) responding to MODULE 2 **must complete** all questions in Module 2 Questionnaire.

MODULE 3: Conveyance Audit Services – Seeking a qualified firm to conduct varied types of Audits associated to conveyances.

The Offeror(s) responding to MODULE 3 **must complete** all questions in Module 3 Questionnaire.

Upon award each UC campus location will provide awardee(s) with detailed scope and services needed. Please note each UC campus location manages services differently. In some of the locations Elevator Maintenance Services is managed by in-house staff, while others contract all services out.

The information below will be used for evaluation purposes:

Full Service and Preventative Maintenance for Attachment A – Elevator Equipment List.

FULL SERVICE ELEVATOR, ESCALATOR, CHAIRLIFT AND PLATFORM LIFT MAINTENANCE AND REPAIR PROGRAM REQUIREMENTS

The intent of the Full Service Elevator, escalator, chairlift and platform lift, maintenance program is for the Contractor to assume all responsibility associated with the elevator, escalator, chairlift and platform lift, equipment and associated parts as specified herein, with the exception of those stated items that have been excluded as referenced in this RFP. The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service maintenance, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP.

The work to be performed by the elevator, escalator, chairlift and platform lift Contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered under this RFP, as listed.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

ELEVATORS:

- Entire machine, include housing, drive sheave, drive sheave shaft bearings, brake and assembly and component parts.
- Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings.
- All sheaves.
- Controller: All components including all relays, contracts, solid state component resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
- Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor, and motor generators brush and brush holders.
- Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power-operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete.

- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or jib type assemblies complete.
- Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors, photo eyes.
- Traveling cables.
- Elevator control wiring in hoist way and machine room.
- Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighting equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.
- Buffers, oil or spring type.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.
- The Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.
- All replacement parts shall be new and specifically designed for the elevator on which they are to be used.
- The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
- The Contractor shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.
- The Contractor shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. Contractor work space in a clean, orderly

condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

ESCALATORS:

- The Contractor shall regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.

CHAIRLIFTS AND PLATFORM LIFTS:

- The Contractor shall perform regular inspections to address the following: ride access by passengers, maintenance and operational staff; safety during the ride; fundamental mechanical and electrical safety; fire safety; noise.
- The Contractor shall perform the following inspection activities: commissioning inspection including load test runs; formal pre-season inspection; daily and periodic maintenance inspections; annual inspection; periodic major inspection of critical components; designer and manufacturer stipulated inspections; ancillary equipment inspections.
- The Contractor shall inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.
- The Contractor shall inspect, and when conditions warrant, replace the following for the boom or lift:
 - a. the jib and main boom assembly or scissors lift to ensure pins and pivot points are in good condition, properly attached and locked, and show no signs of bending, pinching or wearing
 - b. lubrication points for signs of lubrication; dry or dirty lube fittings might mean the lube points have not been used
 - c. the control valves for leaks, loose hoses, frayed wires or damaged insulation, making sure support brackets are in place and tight.
- The Contractor shall inspect, and when conditions warrant, replace the following for the frame:
 - a. the four-wheel assemblies for tire condition and proper inflation
 - b. the drive hub and brakes for signs of brake fluid leakage, caked dirt, lack of lubrication and missing or loose lug nuts, and any fluids used or removed by Contractor will be disposed or removed properly by Contractor.

- c. the steering cylinders, tie rods and steering linkage for wear and proper fluid levels and lubrication.
- The Contractor shall inspect, and when conditions warrant, replace the following for the turntable:
 - a. drive-train components — pump, drive motor, brake and control valve, connecting hydraulic hose, and fittings — for signs of hydraulic-fluid leaks visible at connections
 - b. pumps or control valves for low pressure under loads caused by wear
 - c. pressure plates for cracks due to overloading; signs of cracks should trigger a more detailed inspection of all lift components for signs of strain, such as leaks, bent or scored mechanical linkages or cable fatigue.
 - d. turntable drive and support bolts
 - e. turntable bearing and gear mechanism for proper lubrication and smooth rotation; hesitation might indicate bearing wear or damage.
- The Contractor shall inspect, and when conditions warrant, replace the following electrical components:
 - a. engine filter
 - b. battery-fluid level
 - c. oil level
 - d. muffler and exhaust system for leaks or loose brackets
 - e. hydraulic pump, medium-pressure filter housing and swivel for leakage or damage
 - f. horizontal cutoff limit switch to make sure it is free of dirt and the arm is straight, clean, and free to move, if applicable
 - g. hoses and wires to look for leaks, wear or damage
 - h. doors and latches for lubrication and proper operation.
- The Contractor shall inspect, and when conditions warrant, replace the following accessories:
 - a. manual descent for wear or damage indicated by leakage, dents or scoring of the cylinder
 - b. return filters for obstructions or leaks
 - c. LP gas tank, if appropriate, to ensure it is well anchored and all clamps and bolts are tight

- d. hydraulic fluid level in the reservoir by removing the cap, checking the oil level and replacing the cap
- e. magnetic plug, if appropriate, to check for iron filings indicating metal scoring is occurring in the system; checks should be done when the system is shut down, lowered for storage, and the oil is cold.
- f. ground-control switches to ensure all operational labels and warning signs are legible.

GENERAL

- The Contractor shall not be responsible (unless directed by UC in which costs shall be incurred by the User Agency) for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator, escalator, chair lift and/or platform lift be required, Purchasing may facilitate a RFP process. The successful Proposer may be responsible for the maintenance of the elevator, escalator, chair lift and/or platform lift and its associated equipment and parts in accordance with the manufacturer's warranty (typically one (1) year). At the conclusion of the warranty period, in accordance to the contents of this RFP, the full service maintenance contractor shall resume all maintenance activities associated with the maintaining the replaced elevator, escalator, chair lift and/or platform lift.
- The Contractor shall be responsible for giving immediate notice to the designated Agency Representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- The Contractor shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.

Examples of these are the following:

Refinishing, repairing or replacing car enclosures, hoistway, enclosure, hoistway door panels, frames, and sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by General Services and the Agency Representative.

Any repairs that are not the Contractor's responsibility will be paid at the labor rates on the Proposal Form. All material required for the above mentioned repairs will be paid on either a time and material or not-to exceed basis as defined in the Offeror's proposal. The Contractor will be paid only for repairs actually required.

F. Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator, escalator, chairlift and platform lifts unless changes are authorized, in writing, by the agency designated representative for approval. This submission shall include neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the Contractor shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Contractor shall provide as-built drawings of modifications.

G. Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator, escalator, chairlift and platform lift, escalator, chairlift and platform lift equipment from deterioration and to provide constant peak performance of all elevator, escalator, chairlift and platform lifts, escalators, chairlifts and platform lifts, resulting in a minimum of down time for any portion of the system.

Not more than one elevator, escalator, chairlift and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator, escalator, chairlift and platform lift can be shut down for routine maintenance shall be scheduled with the designated Agency Representative to minimize the disruption caused by the elevator, escalator, chairlift and platform lifts being out of service. If for any reason an elevator, escalator, chairlift and platform lift should be out of service for more than two (2) hours, the Contractor shall notify the Agency Representative when the elevator, escalator, chairlift and platform lift was taken out of service, the reason why and what time the elevator, escalator, chairlift and platform lift is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shut down times allowed (times below can be modified by individual UC or Participating Entity):

1. Major Repairs (include but not necessarily limited to the following);

- Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.
- Brake Coils and motor field coils – five (5) working days.
- Rewind motor or MG ser armature – eight (8) working days.
- Turn down and undercut machine commutator – three (3) working days.
- Governor repair – two (2) working days.
- Replace motor bearings- four (4) working days.

2. Minor Repairs (include but not necessarily limited to the following): Completion within twenty-four (24) hours

- Replace relay coils.
- Replace relays.
- Replays door interlocks.

- Replace door jibs.
- Door operator repairs.
- Repair selector drive tape.

**3. Minor Repairs (include but not necessarily limited to the following):
Completion within two (2) working days**

- Replace door operator motor.
- Replace selector drives motor.
- Replace brake linings.
- When an elevator, escalator, chairlift and platform lift is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator, escalator, chairlift and platform lift is being serviced. Please use Elevator, escalator, chairlift and platform lift No.____". A record shall be maintained by the Contractor of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list to the designated Agency Representative for necessary corrective action during the Contractor's routine visits.

H. Maintenance Service Records

The Contractor shall provide and keep current suitable electronic check charts for each elevator, escalator, chairlift and platform lift. Upon completion of maintenance, the Contractor is to furnish an electronic report including check charts and log of arrival and departure times of the Contractor's employees according the standard as set forth. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Contractor shall maintain an electronic log of all call back records. On a semi-annual basis, the Contractor shall submit an electronic copy to the user agency in the form of a line graph that show the trend in callbacks.

I. Maintenance Responsibility

The Contractor shall keep the elevator, escalator, chairlift and platform lift maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

General Services and the User Agency Representative reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator, escalator, chairlift and platform lifts and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the user Agency may terminate and employ a contractor to make the corrections at the original Offeror's expense.

During any contract year a company designated by the User Agency or his representative will perform maintenance and safety inspections. The maintenance contractor shall accompany this inspector for both inspections of all elevator, escalator, chairlift and platform lifts covered under this contract. At the conclusion of this inspection, the user Agency Representative shall give the contractor written notice via an electronic document of any deficiencies found. The Contractor shall be responsible for the correction of these deficiencies in accordance with the above paragraph.

J. Work Hours

The maintenance work to be performed under these specifications shall be performed during the normal working hours of **6:00am to 6:00pm, Monday through Friday**, UC or participant holidays excepted. Offeror shall submit with its response, and update annually, together with supporting documentation, a statement of the hourly rates paid to its technicians/mechanics for “normal hours” work, which term shall mean the hours stated. The Contractor shall also state what constitutes “time and one-half” as opposed to double time.

The Contractor shall provide emergency call back service for all elevator, escalator, chairlift and platform lifts under which the Contractor agrees to have an electronic workman report to the site of the emergency within time proposed in ***Price Sheet – Hourly Rates by Campus Location*** for such service by telephone or otherwise from the Agency Representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator, escalator, chairlift and platform lift services. Emergency callback service shall be performed as part of this Contract without additional charge, during normal hours. The Contractor shall provide names and telephone numbers of the persons to be contacted.

Should a callback occur during other than normal working hours necessitating the payment by this Contractor of premium or overtime wages, this Contractor shall be responsible for the basic hourly rate paid, but the agency will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the wage.

K. Reporting Requirements

The Contractor shall maintain a complete electronic record (by elevator, escalator, chairlift and platform lift) of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the Contractor into an electronic monthly report to the Agency Representative. This monthly report shall indicate the elevator, escalator, chairlift and platform lift number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man-hours expended and materials used.

L. Spare Parts

In addition to the minor spare parts specified, the Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator, escalator, chairlift and platform lift system concerned. The inventory shall include, but not necessarily be limited to the following:

- Lamps, minimum two each type.

- Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors.
- Transformers and rectifiers for each type and size used.
- Relays and switches, minimum one of each type.
- Controller and selector motor (when used), leveling switches, magnets and inductors.
- Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
- Door interlocks.
- Car door safety edges complete each type.
- Car door photoelectric safety device.
- Car door electric door detectors complete to include preamplifiers and power pack.
- Hang rollers for both car and hall doors.
- Limit switches and terminal stopping switches.
- Roller guides for car.
- Electronic tubes for each type and size used.
- Flexible guide shoe jibs.
- Torque wrenches and other small tools.

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

M. Overtime

During the term of the Contract the Agency Representative may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the agency has made a determination that such action is in the overall best interest of the UC. When this authority is granted, the Contractor shall pay employees their usual overtime-hour rate, and UC will issue payment based on the difference between the normal work hours hourly rate and the overtime-hourly rate.

N. Safety and Inspection

All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or most current version, and shall be subject to safety inspection by the Agency Representative. Periodic inspection of the elevator, escalator, chairlift and platform lifts as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests shall be conducted in the presence of the elevator, escalator, chairlift and platform lift inspector designated by the State of California. Tests shall be performed at intervals specified in the ASME Code. It will be the responsibility of the Contractor to

determine when these tests are due. After completion of the required safety tests, the Contractor must submit electronically a document to the Agency Representative indicating at least the following information. The document may be the Contractor's standard form or the ASME Standard Form:

- Type of test.
- Name of organization performing the test.
- Address of the facility being tested.
- Elevator, escalator, chairlift and platform lift identification number.
- Capacity.
- Speed.
- Type of Elevator, escalator, chairlift and platform lift.
- Type of Machine.
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
- Type, size and condition of governor type before and after test.
- Load at which safety was tested.
- Speed at which governor tripped.
- Length of marks on each guide rail made by safety laws.
- Number of turns remaining on drum.
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?
- Was oil level satisfactory after test?
- Indicate plunger compression return time.
- Indicate date test was made.
- Signature of individual performing tests.
- Any additional remarks that are applicable.
- Name of the State of California and/or UC representative witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators, escalators, chairlifts and platform lifts shall not be placed in service until all tests, checks and adjustments are complete and elevator, escalator, chairlift and platform lifts are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and

failure to perform pretest examinations shall be considered negligence by the Contractor.

O. Firemen's Recall Service

The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly:

Phase 1 – EMERGENCY RECALL OPERATION:

Initiated by inserting key in key switch lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to "OFF" position and remove.

Phase 2 – EMERGENCY IN CAR OPERATION:

Remove key from designated level key switch while still in the "ON" position. Insert key into key switch of the first elevator. Turn to "ON" position. Push next floors car button. Push "Door Open" button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push "Door Close" button and hold until doors are fully closed. Return key to the "OFF" position, remove key, and repeat for next elevator.

CLEAR: to clear firemans' recall test, insert key into designated level key switch. Turn to "OFF" position and remove key.

P. Drawing and Wiring Diagrams

The Contractor shall be solely responsible to determine which technical materials are required and to inform the agency thereof. The agency shall make available to the Contractor any and all such technical materials already at its disposal and all Offerors may examine it at any reasonable time before RFP opening upon making arrangements with the agency. Such examination by Offerors shall take place at the job site only. It is the Offeror's sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the agency since the agency does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The Contractor shall be required to advise the agency of the need for any such materials and the Contractor shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the contract, covering each and all related equipment covered by such contract, all such technical materials shall faithfully represent the then current "as modified" condition of all UC's equipment which is covered by such contractor.

Any and all drawings and wiring diagrams furnished to the Contractor by UC or a non-UC agency or drawings and wiring diagrams prepared by the Contractor for work under the Contract shall be considered the property of UC and shall be accessible to the Agency Representative at all times, and be turned over to them when requested. The user agency reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

Q. Items of Preventative Maintenance Work

The preventative maintenance specified herein is considered the minimum, but can be modified in writing by each UC Campus Location or Participating Entity, for all equipment. If specific equipment covered by this Contract requires additional

preventative maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to UC or participating agency.

Weekly

- Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.
- Empty drip pans, discard oil in an approved manner and check reservoir oil level.
- Observe brake operation and adjust or repair if required.
- Inspect and lubricate machinery, contacts, linkage and gearing.
- Clean and inspect brushes and commutator, perform needed repairs.
- Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
- Ride car and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.
- If rails are lubricated, check conditions and lubrication Service lubricators.
- Replace all burned out lamps in elevator, escalator, chairlift and platform lift cars, machine room, pit, hall lanterns, etc.
- Remove litter, dust, oil, etc. from all machine room equipment.
- Clean trash from pit and empty drip pans.
- Check condition of car switchhandle, replace emergency release glass if required.
- Check governor and tape tension sheave lubrication.

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the Contractor. Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the Contractor.

Monthly

- Observe operation of elevator, escalator, chairlift and platform lift throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.
- Check door operation, clean, lubricate and adjust brakes, check linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.
- Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
- Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.

- Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
- Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
- Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.
- Check oil level in car and counterweight oil buffers and add oil as required.
- Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.
- Check and adjust:
 1. Car ventilation system.
 2. Car position indicators.
 3. Direction stations.
 4. Hall and car buttons.
 5. Hall lanterns.
 6. This car up signs.
- For escalators, regularly and systematically examine, adjust, lubricate, clean internal truss structures (as required), maintain all accessory equipment, and if conditions warrant, repair or replace the following escalator components: escalator power unit, controller parts, electrical switches, wiring, bearing, governors and brakes, step and chain wheels, chains and sprockets, steps and step treads, comb plates, safety device handrails.
- For chairlifts and platform lifts, perform regular inspections to address the following: ride access by passengers, maintenance and operational staff, safety during the ride, fundamental mechanical and electrical safety, fire safety and noise.
- For chairlifts and platform lifts, perform the following inspection activities: commissioning inspection including load test runs, formal pre-season inspection, daily and periodic maintenance inspections, annual inspection, periodic major inspection of critical components, designer and manufacturer stipulated inspections, and ancillary equipment inspections.

For chairlifts and platform lifts, inspect the platform and control panel, lock bolts for tightness, the foot switch for proper operation, switches which should be in neutral, signs and labels and instructions for legibility, safety latches, toe boards, railings and guards to ensure they are in good condition and working properly.

Quarterly

- Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
- Check hoistway doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.
- Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.
- Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
- Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.
- In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.
- In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.
- Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
- Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

Semi-Annually

- Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
- In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.
- Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
- Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
- On tape drives, check hitches and broken tape switch.
- Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
- Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.
- Lubricate guide shoe stems.

- Check governor and tape tension sheave fastenings.
- For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.
- Check fastening and operation of door checks, interlocks clean and lubricate pivot points as required.

Annually

- Thoroughly clean car and counterweight guide rails using nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
- Remove, clean lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.
- Drain, flush and refill reservoirs on each hoisting motor and motor generator.
- Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators.
- Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall provide to the satisfaction of the Agency Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the agency.

R. Scope of Services

To obtain qualified contractor(s) to perform elevator, escalator, chairlift and platform lift maintenance for UC facilities and participating agencies. The services will be primarily for, but not necessarily limited to, UC campus locations and any participating entities. Upon approval of the awarded elevator, escalator, chairlift and platform lift maintenance contract(s); other additional UC agencies may utilize services. References to University of California "UC" and its participating agencies as users under this proposal and specification and ensuing contract(s) encompasses and includes other users such as these entities.

The intent of this solicitation is to request proposals from contractors, qualify them and select those firm(s) with which to contract based on the evaluation criteria listed in this RFP. A maximum hourly rate and per unit rate(s) for each type of vertical transportation equipment will be established for the performance of the elevator, escalator, chairlift and platform lift in various facilities within UC. A list of all elevator equipment is attached on **Attachment A – Elevator Equipment List**.

The scope of this solicitation and resulting contract is to assist UC in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems. Also included is the corrective maintenance work of clean up and adjustments that are required on the equipment.

Emergency repair rates must be included in this proposal. Additionally, material and equipment must be identified with the percent markup on materials to be charged to

UC for such repairs. If emergency repairs or significant repairs are needed, UC alone has the option to accomplish such repairs under this contract. This work will either be performed on a time and materials or not-to-exceed bases at the proposal rates indicated herein.

S. Background

In the UC system we over 2100+ conveyances, increasing annually, with over 20 elevator service contracts. Each UC Campus has been responsible for its own elevator, escalator, chairlift and platform lift maintenance. Many UC locations either perform the day-to-day maintenance of their elevator, escalator, chairlift and platform lift systems or are utilizing local contracts for this often-complex maintenance process (along with repairs, if necessary). This contract shall serve the purpose of pre-qualifying contractors and also providing a preferred UC system-wide and national solution.

T. Inquiries

All inquiries concerning information herein shall be addressed in the CalUsource system. All inquiries will be posted and answered within the system for viewing purposes.

- CalUsource Public RFP Site: <https://smart.gep.com/publicRFx/ucal?oloc=215#/>
- CalUsource Online Supplier Resources: <http://calusource.net/for-suppliers/>

Proposals shall be approved by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

U. Contractor Web Conference (NON-MANDATORY)

Contractor Web Conference will be held to provide an opportunity for an overview of UC solicitation and requirements. In addition, we will be discussing the CalUsource platform being used for solicitation and functionality.

Participation is **NON-MANDATORY** via Zoom WEB Conference Call

Date: May 03, 2019

Time: 2:00PM PST

Web Conference Meeting Link: <https://UCOP.zoom.us/j/887466257>

Dial In option US: +1 669 900 6833 Meeting ID: 887 466 257

Link and number are available during time of Contractor Conference. If an Offeror is unable to attend the pre-proposal conference, recording of presentation will be attached to CalUsource system upon completion. Using link provided above allows the ability to listen and view presentation document. Dial In option is only audio.

V. Campus Walkthrough Schedule (NON-MANDATORY)

Selected locations of the University of California have provided an opportunity for Vendors to conduct a walkthrough of conveyances on site. All details can be found on **Attachment C – Campus Walkthrough Schedule**.

- Contractor Representatives:

- At Maximum two (2) representatives per company to participate in walkthrough.
- Travel:
 - Contractor will be responsible for any travel charges to attend UC campus walkthrough.
- Parking Pass:
 - Sole responsibility of Contractor to obtain a parking pass at campus participating in the walkthrough.
 - Please make sure to arrive early to purchase parking pass and also find parking.
- Conveyance Selection:
 - A pre-selection of conveyances for walkthrough will be selected by each UC location.
 - Depending on time available, interest of group, and proximity, other conveyances may be requested to view as referenced in **Attachment A – Elevator Equipment List.**
- Recommendations:
 - Wear comfortable walking shoes.
 - Contractors **shall not** reach out to locations in which are not listed on Attachment C – Campus Walkthrough Schedule.

W. Minimum (general) criteria to be determined “*Responsive*”

- Does the proposal submitted conform in all material respects to the solicitation?
- Specific examples include but not limited to: Was sufficient documentation provided with the proposal to demonstrate that Good Faith Efforts were made? Where questioned answered thorough?

X. Minimum (general) criteria to be determined “*Responsible*”

- Does the Offeror demonstrate an understanding of UC’s needs and proposed approach to the project?
- Does the Offeror possess the ability, capacity, skill, and financial resources to provide the service?
- Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract UC seeks to establish through this RFP?
- Does the Offeror propose to perform the work at a fair and reasonable cost?

Y. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. UC reserves the right to adjust this timetable as required during the course of the RFP process.

Event

Date

RFP Issued	04/24/2019
Vendor Campus Walkthrough <i>Week 1 (Northern California)</i>	04/29/2019
Vendor Campus Walkthrough <i>Week 2 (Southern California)</i>	05/06/2019
Deadline for submittal of questions	05/27/2019
Contractor Web Conference	05/03/2019
Proposals Due	06/03/2019
Evaluation of Criteria Begins	ASAP
Complete Evaluation of Proposals (Short List)	ASAP
Complete Contract Negotiations/Execute Contract	ASAP

Z. Employee Background Check

A background check is required for all employees providing any services to University of California. Any occurrence found during background check is to be provided to UC or participating agency for review prior to work commencement.

AA. Functional Requirements

Examination Of Existing Building And Contract Documents

1. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Contractor shall examine specifications and all other data or instruction pertaining to the work. No plea of ignorance or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by UC as an excuse for any failure or omission on the part of the Contractor to fulfill every detail of all requirements of the documents governing the work. Contractor, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such the Contractor having fully informed itself prior to responding to the RFP.
3. Any amendment issued during the time of the RFP shall be included in response and in closing a contract, will become a part thereof.
4. Any verbal information obtained from or statements made by a UC representative at the time of the site visit(s) or transmission of un-official documents shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued electronically to all contractors shall become part of the contract. UC will not be responsible for verbal instructions.

BB. Elevator List of Equipment

The equipment will be listed which will consist of the major components and parts of equipment to be serviced at the facility. The Contractor shall be responsible for any other components not specifically listed that are supplemental to and a part of the operation of the overall system for the facility. Prospective Contractors must personally verify all quantities of equipment listed at the time of RFP.

Please refer to **Attachment A – Elevator Equipment List** for full details of conveyances in the UC system.

Specific UC Campus locations have provided dates and times for a campus walkthrough.

CC. GENERAL REQUIREMENTS

- a. The intent of these specifications, unless otherwise noted is to cover elevator, escalator, chairlift and platform lift maintenance service complete in every respect. Details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the Offeror and included herein. The Contractor shall furnish all material and equipment usually furnished with such services, in accordance with the industry standard.
- b. It is mutually agreed and acknowledged that the Contractor has included costs to remedy all deficient items in his proposal and he will be responsible for the satisfactory functioning of the equipment without extra compensation. The Contractor may include in their response a detailed explanation of work intended to be performed under this clause.
- c. UC or Participating entity will have the ability to conduct an audit, at maximum, once (1) per year.
 - 1. If any occurrences found, Contractor is solely responsible to make UC or Participating Entity whole and also pay for Audit fees, and any other fees associated to final check for corrections made.
 - 2. If no occurrences found, the UC or Participating entity will be responsible for Audit fees.
- d. All material and equipment furnished shall be new and in excellent working condition.
- e. Hard copy field, service or monthly reports will not be accepted by UC. The term "electronic" stated herein shall be defined as a USB, web-based program or hosting or e-mail. It is strongly advised that the Contractor establish an electronic/web-based maintenance record file and reporting system for all contracted facilities. An example of a viable electronic report system is the following:

In lieu of "hard copy" field/service tickets, establish local monitoring units installed near the equipment to be maintained. Each local unit includes identification credential verification of the technician responsible for maintaining the associated equipment; time stamping of the start and end of each operation performed by the technician; data input of the description of the work performed during the technician's operation, and storage.

In lieu of "hard copy" monthly reports, establish an electronic maintenance report file, which allows data input of the description of each operation performed on the associated equipment in relation with the identification information of the technician that performed the operation and the time stamp information of the start and end of the operation. The data should be accessible by UC via the Contractor's designated host website.

An electronic notification of reports being available to the user agency, should be furnished within ten (10) working days after each month's service. In addition to the data state above, the electronic reports will include a precise description of services provided, number of staff involved and number of contract hours spent. This report must be furnished or posted on the Contractor's host webpage on or before the invoice for payment is submitted to the User Agency. Payment will not be approved without the reports.

- f. Electronic field/service tickets must include the following: time/date stamp; identification of technician providing service; equipment/unit receiving service; description of service performed; repair, resolve or recommendation. This electronic field/service ticket must be made available to the User Agency within twenty-four (24) hours of the service being performed. Failure to provide this electronic field/service ticket, whether intentional or not, shall be understood to mean that service was not performed.
- g. Monthly service tickets are to be included in the electronic report
- h. The Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- i. The Contractor agrees that the resulting contract may not be assigned, transferred, conveyed, or the work subcontracted.
- j. No drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted on the premises.
- k. Food, beverages and snacks will not be permitted on the premises. All field personnel will be expected to maintain equipment rooms, machine rooms and elevator shafts and hoistways free of trash and debris.
- l. Contractor's technicians/mechanics must undergo a background check. Contractor is to provide details of the background check conducted.
- m. INSPECTION – The quality of service shall be subject to inspection by UC at any time. Should it be found that the quality of services being performed is not satisfactory, and the requirements of the specifications are not being met, General Services acting on behalf of the user agency or on its own behalf, may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to UC for costs incurred on account thereof.
- n. STOP WORK ORDER – General Services reserves the right to stop the work covered by this proposal and the contract at any time, if it is deemed the successful Contractor is unable or incapable of performing the work to the satisfaction of General Services or the user agency. In the event of such cease to work, General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the successful Contractor shall be liable to UC for any such cost on account thereof.

- o. The user Agency Representative reserves the right to reject and bar from the facility any employee hired by the Contractor.

LABOR AND MATERIAL – Hourly rates should be considered from the time the mechanic/technician leaves his place of business until the time he returns.

DD. Contractor Personnel Requirements

1. Experience Requirements

- i. Each Offeror shall have been actively and normally engaged, for at least the past ten (10) years in the maintenance, service, repair and replacement of materials and equipment in elevator, escalator, chairlift and platform lifts of a similar manufacturer and control system as those covered by this contract.
- ii. The following experience is required for group supervisory control systems as included in this RFP.

- 1. The Offeror shall have at least ten (10) years' experience with group supervisory control systems noted under each category; and must provide with its proposal a detailed statement of such experience. This should include the company of building(s) serviced, representative responsible for supervising the contract for such company or building.
- 2. The Offeror shall have total responsibility for not less than ten (10) elevator, escalator, chairlift and platform lifts of the type proposed on, and has been maintaining them for a period of not less than five (5) years. Each Offeror shall list specific reference contract, showing company or agency, company representative in which such elevator, escalator, chairlift and platform lifts are being maintained.
- 3. The Offeror shall show that he has available, under his direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this RFP. Subcontractors and/or vendors of the awarded will not be permitted.

- iii. Demonstrate that company personnel have maintained an organization, in continuous operation for at least the past ten (10) years that is capable of performing the work hereinafter described. This should include the following:

- 1. That the Offeror shall use only skilled, competent, trained elevator, escalator, chairlift and platform lift personnel having a minimum experience of five (5) years in maintaining elevator, escalator, chairlift and platform lift systems similar to those in this RFP.

2. Each Offeror shall list the names of the employees that, if awarded, will be responsible for this contract, their function in the company, their title and number of years of service with the Offeror's firm. Offeror must also assign the following dedicated staff: Project Manager, Field Supervisor, Account Representative, Office Administrator.

2. Contractor Responsibilities - Service Facility Requirements

- i. The present address of the main operating facilities of the organization, location of the engineering department, and, if any, the location of the research development department.
- ii. Location of the facility and/or facilities that will serve this contract.
- iii. Each Offeror shall have a local facility to service UC. Include a listing of offices with address that will service each UC campus. Also, location of main offices nationally.
- iv. The Offerors' service facility shall be equipped with spare parts as herein after specified under "Spare Parts". All service vehicles/trucks must be equipped with an inventory of commonly used spare parts.
- v. List sources of major replacement parts such as worms and gears, commutator bars, field coils and gearless machines. Indicate which of the above listed parts are readily available at your own facilities.

Prospective Contractors are advised that UC's intent in having these requirements is to ensure that only qualified and reliable Contractors perform the work for the contract. UC recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated, above but may in fact meet the objectives and criteria intended in some other manner. However, the Contractor shall have the burden of demonstrating to UC's satisfaction that it can in fact perform the work. This shall be in the form of written statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower and ability to respond to UC to evaluate the Contractor's ability. All statements made must be able to be independently verifiable by UC.

Purchasing reserves the right to request any additional information pertaining to the Prospective Offeror's ability, qualifications and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

Note: Any Prospective Offeror failing to submit in whole or in part the above statement attesting to its qualifications, may result in a rejection of the proposal of that Prospective Offeror.

EE. Contractor Personnel Requirements

1. UC Departmental Responsibilities

- i. The agency shall assign a qualified professional to permit access to mechanical rooms, elevator, escalator, chairlift and platform lift equipment rooms (where applicable) and elevator shafts. This qualified professional shall also serve as the direct contact for those items as specified herein.

2. UC's Right to Inspect

- i. UC shall have the right to inspect any facility or project site where the services performed under the resultant contract are performed.

3. Terms and Conditions of Contract

- i. A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract.

4. Instructions for Proposal

i. Compliance with the RFP

- 1. Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification.

ii. Acknowledgment of Insurance Requirements

- 1. By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for the proposal. Offeror also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, UC may rescind its acceptance of the Offeror's proposal. The insurance requirements are attached.

iii. Delivery of Proposals

- 1. All proposals and documents are to be submitted using the CalUsourcing sourcing tool.

iv. Ambiguity, Conflict, or Other Errors in the RFP

- 1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, it shall immediately notify the UC Procurement Services such error in writing and request modification or clarification of the document. The Department of Purchasing will make modifications by issuing a written revision (addendum) and will give written notice to all parties who have received this RFP from the UC Procurement Services.
- 2. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

v. Proposals and Presentation Costs

- 1. UC will not be liable in any way for any costs incurred by any Offeror in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

vi. Rejection of Proposals

- 1. The Purchasing Agent reserves the right to accept or reject in whole or in part, any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

vii. Acceptance of Proposals

- 1. The Purchasing Agent shall accept all proposals that are submitted properly. However, the Purchasing Agent, or designee, reserves the right to request clarifications or corrections to proposals.

viii. Requests for Clarification of Proposals

1. Requests by the Evaluation Committee for clarification of proposals shall be distributed by the Procurement Staff in writing (or email).

ix. Validity of Proposals

1. All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposal.

x. Evaluation of Proposal

1. An Evaluation Committee shall be appointed, chaired by UC to evaluate each Proposal. At UC option, Supplier may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal. Proposals will be evaluated on the following criteria which are listed below: Evaluation Category (Points Available / Percentage Weight) Total points available is 20,000.
 - a. Company Profile (2909 / 15%)
 - b. Module 1/2/3 (5818 / 29%)
 - c. National Program (1000 / 5%)
 - d. Sustainability (2818 / 14%)
 - e. Value Add (2455 / 12%)
 - f. Cost (5000 / 25%)
2. Supplier can achieve more points than the minimum criteria by proposing additional services and/or differentiating themselves from other submittals. The Team will determine the Total Score for each category in a Bidder's Final Bid by aggregating categories in the table above, Scores will be rounded to the two (2) decimal place.

NOTE : SUPPLIERS ARE REQUIRED TO USE ATTACHED DOCUMENTS IN CALUSOURCE TO SUBMIT THEIR PRICING/DISCOUNT PROPOSAL.

Incorporated Document - Supplier's Response

The Supplier's responses thereto submitted on or about June 17, 2019 ("RFP response") is available upon request

Attachment B - Pricing Schedule

Available upon request



RIDER
University of California

The parties hereby agree to be bound to the University of California Terms and Conditions of Purchase ("Terms and Conditions of Purchase") between KONE Inc. ("Contractor") and the Regents of the University of California ("Owner") together with the terms contained in this Rider. However, in the event of conflict between terms contained in the Terms and Condition of Purchase and this Rider, the terms in this Rider shall supersede and prevail.

1. In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, 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 the goods and/or Services provided by Contractor.
2. Notwithstanding any provisions contained in the Terms and Conditions of Purchase to the contrary, Contractor's indemnification and defense obligations shall apply only to the extent caused by the negligence of Contractor (or its subordinates) and not to the extent caused by others.
3. In lieu of additional insured. Contractor will provide an Owner's and Contractor's Protective Liability (OCPL) policy, which lists Owner as a named Insured. This policy will remain in effect for the duration of the Agreement and the limit will be \$2,000,000.
4. Contractor's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Contractor shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for Contractor to perform its work shall be the Owner's sole responsibility and expense.
5. Owner will provide a safe workplace for Contractor 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. Owner will be 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.

EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(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, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES *SE* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES *SE* Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors 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..

Does Vendor agree? YES *SE* Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES *SE* Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES *SE* Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS


Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES *SE* Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: *ERIC CANNON*

Address, City, State, and Zip Code: 4225 Naperville Road, Suite 400 Lisle IL 60532
Phone Number: 630 955 4555 Fax Number: _____
Printed Name and Title of Authorized Representative: ERIC CANNON, Director Compliance
Email Address: ERIC.CANNON@KOHLER.COM

Signature of Authorized Representative:  Date: 9/23/19

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: KONE INC

Street: ONE KONE COURT

City, State, Zip Code: MOLINE, IL 61265

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I MICHAEL P. BAUSCHKA, an authorized representative of KONE INC., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>KONE HOLDINGS INC.</u>	<u>ONE KONE COURT</u> <u>MOLINE, IL 61265</u>	<u>100%</u>

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

JUNE 14, 2019
Date

Michael P. Bauschka **CONTROLLER &**
Authorized Signature and Title **TREASURER**



OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: KONE INC.

Street: ONE KONE COURT

City, State, Zip Code: MOLINE, IL 61265

State of ILLINOIS

County of ROCK ISLAND

I, MICHAEL P. BAUSCHKA of the MOLINE
Name City

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

I am the CONTROLLER & TREASURER of the firm of KONE INC.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror 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 proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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.
Company Name

Michael P. Bauschka
Authorized Signature & Title
CONTROLLER & TREASURER

Subscribed and sworn before me

this 17th day of June, 2019

Linda A. Zimmerman
Notary Public of ILLINOIS

My commission expires Sept. 29, 2021



Requirements for National Cooperative Contract

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: KONE INC.
Street: ONE KONE COURT
City, State, Zip Code: MOBILE, IL 61265

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

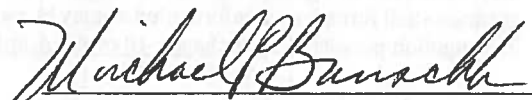
Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

JUNE 14, 2019
Date


Authorized Signature and Title
CONTROLLER & TREASURER

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

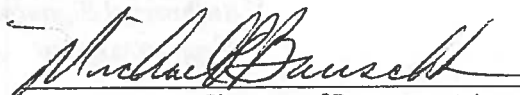
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, 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 Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent
CONTROLLER & TREASURER

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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). 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.
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). 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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

Doc #4, continued **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

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.**

* 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."

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:		KONE INC.	
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.

Michael Bauschka MICHAEL P. BAUSCHKA CONTROLLER & TREASURER
Signature Printed Name Title

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[illegible]☐ Check here if the information is continued on subsequent page(s)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

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 FORM.**

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

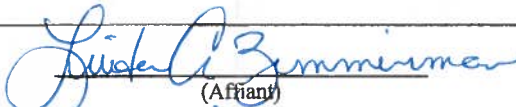
Stockholders:

Name: <u>KONE HOLDINGS INC.</u>	Name:
Home Address: <u>ONE KONE COURT</u> <u>MOLINE, IL 61265</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 17th day of June, 2019

(Notary Public)

My Commission expires: 9/29/2021


(Affiant)
Linda A. Zimmerman
(Print name & title of affiant)

(Corporate Seal)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #6

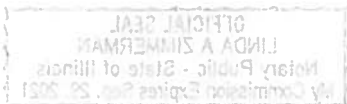
Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offendor: KONE INC.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and 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

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offendor _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offendor Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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, and 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael P. Bauschka

Signature: _____

Title: Controller & Treasurer

Date: June 14, 2019

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #7

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>