

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** March 5, 2024

**NUMBER** 138-2024

**TITLE:** A RESOLUTION AUTHORIZING A CONTRACT TO OTIS ELEVATOR COMPANY, 105 FAIRFIELD ROAD, NEW JERSEY 07004 TO PROVIDE ELEVATOR SERVICE AND MAINTENANCE AT THE POLHILL LAW & JUSTICE COMPLEX AND CITY HALL UNDER THE OMNIA PARTNERS COOPERATIVE PRICING COUNCIL CONTRACT #000289-APR2018 COMMENCING JANUARY 1, 2024 THROUGH SEPTEMBER 30, 2024 IN AN AMOUNT NOT TO EXCEED \$45,000.00.

WHEREAS, the City of Orange Township requires a company to provide elevator service and maintenance to City owned properties; and

WHEREAS, the City of Orange Township entered into a voluntary cooperative pricing agreement with the Omnia Partners Cooperative Pricing Council; and

WHEREAS, the City of Orange Township wishes to obtain Otis Elevator Company elevator service and maintenance at the Polhill Law and Justice Complex and City Hall under the Omnia Partners Cooperative Pricing Council Contract #000289-APR2018, a copy of which is attached hereto and made part hereof; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto and made part hereof, certifying that monies are available in the Account No. 4-01-26-310-000-528 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Otis Elevator Company.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township are hereby authorized to enter into an agreement with Otis Elevator Company to provide elevator service and maintenance at the Polhill Law and Justice Complex and City Hall in an amount not to exceed \$45,000.00.

Adopted: **March 5, 2024**

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Council President



AMC202411

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Otis Elevator Company

Address: 1 Carrier Place

City: Farmington

State: New Jersey

Zip Code: 06032

Purpose: Elevator Service & Maintenance

Vendor ID: OTISE005

Temporary Budget: \$ 11,250.00

Fund: Current Fund

Line Description BDG - Building & Grounds O&E - Contractual Services  
Account Numbers(s): CY'24 4-01-26-310-000-528

The remainder of: \$ 33,750.00

will be provided in

Fund: Current Fund

Line Description BDG - Building & Grounds O&E - Contractual Services  
Account Numbers(s): CY'24 4-01-26-310-000-528

Purchase Order # : 24-00406

Amount not to exceed: \$ 45,000.00

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Division Head

Date

*Nile Clements*

2/12/2024

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Chief Financial Officer

Date

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**May 19, 2020**

**223-2020(WO)**

**DATE** \_\_\_\_\_

**NUMBER** \_\_\_\_\_

**TITLE: A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO ENTER INTO A VOLUNTARY COOPERATIVE PRICING SYSTEM WITH OMNIA PARTNERS FOR THE PURCHASE OF GOODS AND SERVICES.**

**WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into a voluntary cooperative pricing for its administration; and**

**WHEREAS, Omnia Partners, (the "Lead Agency") has offered voluntary participation in a cooperative pricing system for the purchase of goods and services; and**

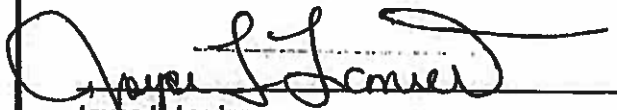
**WHEREAS, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Orange Township.**

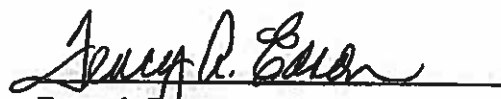
**NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor and the City of Orange is hereby authorized to enter into a voluntary Cooperative Pricing Cooperative Pricing System with the Lead Agency.**

**BE IT FURTHER RESOLVED that the Lead Agency shall be responsible for complying with the provisions of the Local Contracts Law (N.J.S.A. 0A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.**

**BE IT FURTHER-RESOLVED this resolution shall take effect immediately upon passage.**

**Adopted: MAY 19 2020**

  
\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

  
\_\_\_\_\_  
Tency A. Eason  
Council President

  
\_\_\_\_\_  
2020.05.19

# OMNIA<sup>®</sup>

PARTNERS



## ELEVATOR SERVICES, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND MODERNIZATION Executive Summary

**Lead Agency:** University of California

**Solicitation:** #000289-APR2018

**RFP Issued:** April 24, 2019

**Pre-Proposal Date:** May 3, 2019

**Response Due Date:** June 3, 2019

**Proposals Received:** 8

**Awarded to:** Otis Elevator Company

The University of California Office of the President issued RFP #000289-APR2018 on April 24, 2019, to establish a national cooperative contract for Elevator Services, Repair, Maintenance, Inspection/Testing, Parts, and Modernization.

The solicitation included cooperative purchasing language in Sections D:

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.

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

- CalUsource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On June 3, 2019 proposals were received from the following offerors:

- Van Deusen & Associates, Inc.
- Kone Inc.
- Otis Elevator Company
- Smartrise Engineering
- Liftech Elevator Services, Inc.
- Amtech
- Lerch Bates
- National Elevator Inspection Service

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, Lerch Bates, Smartrise Engineering and National Elevator Inspection Service. The University of California completed negotiations and made successful contract awards with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, and Lerch Bates.

The University of California, OMNIA Partners, Public Sector and Otis Elevator Company successfully negotiated a contract, and the University of California executed the agreement with a contract (#2019001563) effective date of October 1, 2019.

Contract includes:

- Otis Maintenance Management Systems (OMMS)
- Otisline – 24x7 call center
- Remote Elevator Monitoring (REM)
- National Engineering Resources
- Modernization of existing elevators
- e-Service
- Comprehensive Parts Inventory
- Training for national account customers
- Additional services including; Account Assessment, Communication and Coordination with Local Otis Offices, Specialized Reporting, Problem Resolution and Capital Spending Planning and Review

Term:

Initial five (5) year agreement from October 1, 2019 through September 30, 2024 with the option to renew for five (5) additional one (1) year periods through September 30, 2029.

Pricing/Discount:

See pricing files  
Pricing matrix by state  
Volume tier discounts

OMNIA Partners, Public Sector Web Landing Pages:

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



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

1. Pricing. Refer to Attachment B – Pricing Schedule for Pricing.
  - a. **Price Increases** - After the first twelve (12) months term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once each year, in writing, 30 days in advance of the contract anniversary date or the beginning of the calendar year (whichever is agreed-to in the contract). In each twelve (12) month period, the proposed price increase will not exceed 3.50% or IUFC, whichever is less, for any standard line item specified in the Final Pricing document. If the Supplier does not opt to request a price increase during a given year, that year's price change is noted as Zero (0), or as a forfeited option.
  - b. **Price Decreases**. Supplier is advised that there is no mandatory use policy within the System. Supplier shall guarantee that manufacturer and/or Supplier price decreases be passed on to System immediately.
  - c. **Volume Discount**. Discount provided based on new units added to national program. Please refer to Attachment C – Volume Discount.
2. 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:

- State sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, and quantity, specifically breakdown of labor and material;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original invoice number for all credit memos issued;

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: **Net30**

**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:

<b>Name</b>	Reynaldo Cano-Boza
<b>Title</b>	Sr. Commodity Manager
<b>Phone</b>	(510) 987-9893
<b>Email</b>	<a href="mailto:Reynaldo.Cano-Boza@ucop.edu">Reynaldo.Cano-Boza@ucop.edu</a>
<b>Address</b>	7835 Trade Street, Suite 100 San Diego, CA 92121

To Supplier:

<b>Name</b>	Tom Salzberg
<b>Title</b>	Sr. Regional Sales Manager
<b>Phone</b>	415-638-2023
<b>Email</b>	<a href="mailto:Tom.salzberg@otis.com">Tom.salzberg@otis.com</a>
<b>Address</b>	444 Spear St., Suite 100 San Francisco, CA 94941

**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 – OTIS ELEVATOR COMPANY.

## 12. 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.





### 13. Amendments to UC Terms and Conditions of Purchase

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

**ARTICLE 8 – Indemnity will be deleted and replaced with the following:**

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, *but only in proportion to and to the extent such losses, expenses, damages or liabilities are caused by or result from the negligent or intentional acts or omissions of Supplier* 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.

**ARTICLE 9, Section C – Deleted**

**ARTICLE 38 – will be added to read as follows:**

Under no conditions, shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.

### 14. 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.

### 15. 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 # 2019.0001563
- 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 – UC Pricing Schedule
- g) Attachment C – Volume Discount
- h) Attachment D – Sustainability
- i) Omnia Exhibits F
- j) Omnia Exhibit G



**UNIVERSITY  
OF  
CALIFORNIA**

**Purchasing Agreement # 2019.001563**

**16. 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**

**Justin Sullivan**

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

**Justin Sullivan** Director, Strategic Sourcing

\_\_\_\_\_  
(Printed Name, Title)

**10/11/2019**

\_\_\_\_\_  
(Date)

**OTIS ELEVATOR COMPANY**

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

**Ted Gorman**, Director Strategic Accounts

\_\_\_\_\_  
(Printed Name, Title)

**10/1/2019**

\_\_\_\_\_  
(Date)



# Signature Contract



**Signature  
Service**

**ACCOUNT NAME &  
ADDRESS**

City of Orange DPW  
29 N Day St  
Orange, NJ 07050

**CUSTOMER NAME &  
CONTACT INFO**

Carnell Townes  
973 280 7652  
ctownes@orangenj.gov

## CONTRACT SUMMARY



**MAINTENANCE** Overview of your preventative maintenance plan and which parts are included



**RELIABILITY &  
RESPONSIVENESS** Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



**COMMUNICATION** Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &  
ENVIRONMENT** Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &  
CLARIFICATIONS** Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &  
ACCEPTANCE** Price and term of agreement followed by the signatory area and billing information

### COVERAGE TERMS

Price : \$554.00 per month, payable annually in advance  
Duration : live (5) year(s)

### DELIVERING THE PROMISE

*We look forward to delighting you with world class service.*

OTIS Elevator Company  
M:

105 FAIRFIELD ROAD  
FAIRFIELD, NJ 07004  
otis.com

For emergencies:  
OTISLINE® Customer Care 800.233.6847





# Otis Service

1/17/2024

**CUSTOMER NAME**  
City of Orange DPW  
29 N Day St  
Orange, NJ 07050

**OTIS ELEVATOR COMPANY**  
105 FAIRFIELD ROAD  
FAIRFIELD, NJ 07004

**PROJECT LOCATION**  
Police Station  
29 N Day St  
Orange, NJ 07050

**PROPOSAL NUMBER**  
QTE-001814166

City Hall  
29 N Day St  
Orange, NJ 07050

Otis Elevator Company or "we" agree to furnish Otis Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

## EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
3	Hydraulic	Thyssen, Independent	POLICE STATION 1, CITY HALL, POLICE STATION 2	UNIT-001159732, UNIT- 001159730, UNIT- 001159733

## CONTRACT PRICE

The contract gross price is five hundred fifty-four dollars (\$554.00) per month, payable annually in advance. If you select a different payment frequency, please initial next to the additional cost to be applied to your contract price.

Billing Frequency	Additional Cost	Initial to Accept
Monthly	+4%	
Quarterly	+3%	
Semi-annually	+2%	

## Extended Term Discount

The current contract is a 5.0 year term. To extend the term of the contract to be eligible for a discount please initial below.

Term Extension	Percent (%) Discount	Acceptance
20 Years	10%	
15 Years	7%	

OTIS SERVICE



10 Years | 5%

**TERM & RENEWAL**

The Commencement Date will be 2/1/2024. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

**PAYMENT**

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

**INVOICE DELIVERY**

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es). If you wish to receive your invoices via Mail, an additional fee of \$5.00 per month will be added to your monthly contract price.

Alternate Invoice Delivery Method	Additional Cost	Initial to Accept
Mail	\$5.00	

**AUTOPAY**

Visit <https://otis.pavinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

**OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)**

We will use the Otis Maintenance Management System (OMMS™) preventative maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS™ scheduling system, which will be used to plan maintenance activities in advance.

**MAINTENANCE**

OTIS SERVICE

Otis will maintain the Units using trained personnel directly employed and supervised by us, or through the use of remote monitoring or other technology in Otis' sole discretion. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. The maintenance will not include repair, but will include inspection, lubrication and, in Otis' discretion, minor adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition to other exclusions set forth in this Contract, this Contract does not include any service of parts that are not listed above. No service other than that specifically stated as covered in this Contract is included or intended. Furthermore, this Contract does not cover any service that requires disassembly, exceeds two (2) hours of service time, or requires a team of two (2) or more personnel. If any services that are not covered are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

### **PARTS COVERAGE**

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the following parts at its sole discretion: motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect). Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

### **PARTS INVENTORY**

Otis will, during the term of this Contract, use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any such parts or items shall remain our property until installed in the Units.

### **QUALITY CONTROL**



Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

### **REPORTS – CUSTOMER PORTAL**

We will use the OMMSTM program to record completion of maintenance procedures. We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

### **SAFETY**

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. Tests that are subsequently required by the applicable Elevator Code or authority having jurisdiction are not covered under this Contract, but may be performed for an additional charge which shall be presented at the time of request to perform any such additional test. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

#### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

#### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

#### **24 – HOUR DISPATCHING**

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

#### **TRAVEL TIME AND EXPENSE**

In the event there is a service call that is deemed billable by us as being out of the maintenance scope, you agree to pay us travel time and expenses at our regular or overtime billing rates as applicable from the time of dispatch to the building under contract and return.

### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a service request is a response by Otis to a request for service for assistance made (a) by the customer or customer representative; (b) by the building or building representative ; (c) by emergency personnel ; (d) through the ADA phone line ; and/or (e) through REM™ monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME SERVICE REQUESTS**

Service requests outside of regular working hours will be billed at standard overtime rates.

### **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

#### **SITE SURVEY LANGUAGE**

##### **MAINTENANCE QUOTE CONTINGENT UPON THE FOLLOWING:**

1. Written approval by Otis.
2. The unit(s) being in a code compliant and a satisfactory condition as deemed by Otis at the time of the commencement date listed in this contract.
3. Pre-existing conditions and/or pre-maintenance repairs will not be covered under this contract. Otis reserves the right to survey equipment prior to commencement of contract and submit pricing for item(s) not covered. If Otis surveys equipment and the parties are unable to agree on survey findings or pricing for items not covered, the contract can be cancelled by either party.

### **EXCLUSIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the



original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

## **UPGRADES**

The options and features associated with the service for your unit are priced based upon options and features selected by you and available on your contract start date. Additional features and options released after your contract start date may not be available to you or may be made available to you only at additional cost. These features are designed to operate in the current technological environment.

## **OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS**

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

## **QUALITY AUDITS**

Otis may periodically conduct audits not only to assess the functionality of your equipment, but also to assess more broadly Otis product and service offerings, to understand usage, performance, or to simply evaluate the products and determine next generation. Otis shall own this information. This audit activity may be done on-site by Otis personnel or remotely through Otis Service equipment installed on your unit depending upon the audit purpose.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

### **ACCESS**

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

### **ENVIRONMENTAL PROTECTION**

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

### **MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS**

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

### **INSTRUCTIONS / WARNINGS**

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

### **LOCK OUT / TAG OUT ("LOTO")**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

## **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## **RESPONSIBILITY FOR THE UNITS**

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## **CODE VIOLATIONS**

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

## **THIRD PARTY INTERFACE**

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

## **ELECTRICAL AND LIGHTING REQUIREMENTS**

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

## **ACCIDENT**

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

## **ENTRAPMENT**

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

## **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

## **TELEPHONE**

Otis shall not be liable for any claim, injury, delay, death or loss or property, or damage resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to OTISLINE™ where there is no verbal response to the OTISLINE™ operator. It is your responsibility to maintain the telephone equipment and have a representative available to receive and respond to OTISLINE™ calls.

## **PRIVACY**

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

#### **PURCHASE ORDERS**

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

#### **MATERIAL BREACH BY CUSTOMER**

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

#### **TERMINATION FOR CUSTOMER'S BREACH**

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon

formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

### **TRANSFER OF INTEREST IN PROPERTY**

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

### **FORCE MAJEURE**

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

### **LIMITATION ON DAMAGES**

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, liquidated, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

### **INDEMNITY**

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

### **INSURANCE**

Otis agrees to maintain the following insurance throughout the term of the Contract: General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; Worker's Compensation in accordance with applicable statutory requirements, and Employer's Liability for: (i) bodily injury by each accident, up to the \$1,000,000 applicable annual limit per insured, (ii) bodily injury by disease, each employee up to the \$1,000,000 applicable annual limit per insured. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. Otis does not participate in SDI programs.

Customer must provide Otis at least 30 days advance notice of certificate holder changes required. Your failure to provide this required notice does not release your obligations to make timely payment under this agreement in accordance with the payment terms.

### **CERTIFICATES**

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

### **THIRD PARTIES**

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

### **CONFIDENTIALITY**

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

### **ENTIRE CONTRACT**

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

### **OUT OF SCOPE SERVICES**

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

### **AMENDMENT**

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

**SUBMITTED BY:** Caitlin Swanson  
**TITLE:** Business Development Manager  
**E-MAIL:** Caitlin.Swanson@otis.com

Accepted in Duplicate

City of Orange DPW

Otis Elevator Company

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Marylou Menville

Title: \_\_\_\_\_

Title: Dir, Gen Mgmt

Email: \_\_\_\_\_

Email: marylou.menville@otis.com

Company Name: City of Orange DPW

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent \_\_\_\_\_

OTIS SERVICE

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name:	Name:
Address:	Phone Number:
Address 2:	Email:
City:	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code:	

**TAX STATUS**

Are you tax exempt? (Check one)

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please provide tax exempt certificate

**PURCHASE ORDER & WORK ORDER REQUIREMENTS**

**Contractual Services**

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes to above, please provide contact for PO renewal:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Purchase Order Expiration Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

	Monthly	Quarterly	Annual
Purchase Order Renewal Frequency (Check one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OTIS SERVICE



**NON-CONTRACTUAL SERVICES**
**Yes      No**

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

**PO#      Value**

--	--

**WORK ORDER MANAGEMENT**
**Yes      No**

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

---

**CERTIFICATE OF INSURANCE**
**Yes      No**

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

**Certificate Holder Name:**

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**Certificate Holder Address:**

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**Email address for delivery of certificate:**

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

---

**Yes      No**

Do you require upload of your certificate to a third party site?

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If yes, please provide site name:

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