



**THIS CONTRACT is hereby made, entered into, and effective as of January 01, 2026, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and OTIS ELEVATOR COMPANY, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of Elevator Maintenance and Repair Services, - BID 20262 (Rebid #1), and,**

**WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Specifications (Attachment A) and Proposal (Attachment B), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Proposal (Attachment B) and the Specifications (Attachment A) and/or the Contract, the Contract shall prevail and control.

**2. PAYMENT AND PRICING.**

**3 APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

**4. TERM.** Unless terminated as provided herein, this Contract shall be in effect for three (3) years and six (6) months, beginning January 01, 2026, and ending June 30, 2029, with the option to extend for no additional renewals renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

**5. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.**

**6. TERMINATION.**

**TERMINATION WITHOUT CAUSE.**

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which deliverables have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract

#### TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**7. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than thirty (30) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

**8. EQUAL EMPLOYMENT OPPORTUNITIES -** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the State of North Carolina Equal Employment Opportunity Policy rev. 2025, along with all other applicable federal and state laws governing equal employment opportunities.

**9. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**10. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

OTIS ELEVATOR COMPANY  
One Carrier Place  
Farmington, CT 06032

**11. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

**12. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

**13. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**14. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the Party's knowledge of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of sixty (60) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

**15. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**16. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with a \$1,000,000.00 aggregate policy limit.

**COMMERCIAL PROFESSIONAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007368**

With CONTRACTOR'S NAME: OTIS ELEVATOR COMPANY



In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract with written notice to CONTRACTOR.

CONTRACTOR does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

**17. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**18. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)

**The Otis Acknowledgment Letter, dated 11/7/2025 is incorporated herein by reference and made part of this Contract.**

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY**

ATTEST:

\_\_\_\_\_  
Jason Jones Date  
Assistant Guilford County Manager

\_\_\_\_\_  
Robin B. Keller Date  
Guilford County Clerk to Board

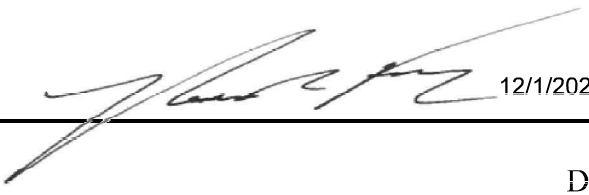
**OTIS ELEVATOR COMPANY**

ATTEST:

Christine Giovanniello 11/11/2025  
\_\_\_\_\_  
Date

Title: Contracts Manager

Print Name: Christine Giovanniello

 12/1/2025  
\_\_\_\_\_  
Date

Witness

Print Name: Patrick Franz, General Manager

\_\_\_\_\_  
Eric Hilton Date  
Guilford County Department Director / Designee

OTIS Locations	Address	Year 1 Costs	Years 2 Costs	Year 3 Costs	Year 4 Costs	Contract Amount
Behavioral Health	931 3rd St, Gboro	\$ 4,495.44	\$ 4,730.22	\$ 4,953.33	\$ 2,602.02	\$ 16,781.01
DHHS	1203 Maple St, Gboro	\$ 4,127.76	\$ 4,334.16	\$ 4,550.88	\$ 1,592.80	\$ 14,605.60
Edgeworth	232 N Edgeworth St, Gboro	\$ 2,114.28	\$ 2,219.99	\$ 2,330.99	\$ 1,223.77	\$ 7,889.03
EMS Meadowood	1002 Meadowood St, Gboro	\$ 1,430.00	\$ 1,501.95	\$ 1,577.02	\$ 827.93	\$ 5,336.90
Gboro CCB	201 S Eugene St, Gboro	\$ 1,057.14	\$ 11,099.95	\$ 11,654.95	\$ 6,118.85	\$ 29,930.89
Gboro Detention	201 S Edgeworth St, Gboro	\$ 1,797.76	\$ 18,906.06	\$ 19,851.35	\$ 10,420.77	\$ 50,975.94
Gboro Health	1100 E Wendover Ave, Gboro	\$ 4,127.76	\$ 4,334.16	\$ 4,550.85	\$ 2,389.20	\$ 15,401.97
HP CCB	505 E Gren Dr, HP	\$ 5,476.32	\$ 5,750.12	\$ 6,037.64	\$ 3,169.76	\$ 20,433.84
HP Jail	507 E Green Dr, HP	\$ 6,375.60	\$ 6,694.39	\$ 7,029.09	\$ 3,690.27	\$ 23,789.35
HP Health	501 E Green Dr, HP	\$ 1,369.08	\$ 1,437.53	\$ 1,509.41	\$ 792.55	\$ 5,108.57
HP Mental Health	211 Centennial St, HP	\$ 1,492.08	\$ 1,566.68	\$ 1,645.02	\$ 863.63	\$ 5,567.41
Zernke	400 W Washington St	\$ 1,358.52	\$ 1,426.45	\$ 4,697.77	\$ 786.33	\$ 8,269.07
DHHS HP	325 Russell Ave, HP	\$ 2,778.96	\$ 2,917.90	\$ 3,063.80	\$ 1,608.50	\$ 10,369.16
						\$ 214,458.73



Date: Wednesday, October 23, 2024

Prepared By: Maria Miles

#### SOLICITATION DEVELOPMENT STAGE

##### Bid Description

Bid 20245 Elevator Maintenance Services

##### Scope Review Compliance

The MWBE Department discussed the requirements internally and no scope changes are required.

##### MWBE Department Established Contracting Goals Review Compliance

There are two (2) goals for this solicitation:

- 1) The Established MWBE Goal is **10%**; and
- 2) 15% Aspirational Goal

Per the Board of Commissioners adopted MWBE Procedure Manual, Section C, Race and Gender Conscious Program Elements, 1.2.1 Approval - *All MWBE goals must be approved by the MWBE Program Director before advertising the Solicitation Documents.*

##### MWBE Approval to Advertise Solicitation

The MWBE Director, Shaunne Thomas, has approved the subject solicitation for advertisement. The remainder of this document will be completed for final compliance before contract award once the Department submits its Recommendation of Award.

The MWBE Director, Shaunne Thomas, has approved the subject solicitation for advertisement. The remainder of this document will be completed for final compliance before contract award once the Department submits its Recommendation of Award. The MWBE Department shall be included on the Evaluation Team for this Bid.

X   
Shaunne Thomas (201-22-0511) (10/23/24)

Shaunne Thomas  
MWBE Director



## Rebid #1 20262 GC Elevator Maintenance & Repair Services

Award Recommendation June 4, 2025 prepared by Jesse Derouin  
MWBE Updated Compliance Letter, June 23-Updated Contract Amounts

### MWBE Vendor Notification Compliance

Outreach was conducted twenty seven (27) days prior to the proposal due date. Per the Board of Commissioners adopted MWBE Procedure Manual, Section C, Race and Gender Conscious Program Elements, 1.10 Project Notification- *At least ten (10) Days before the Opening of Bids/Proposals, a Project Notification shall be provided to MWBEs to inform them of: (i) the applicable Goal; (ii) the description of work being solicited; (iii) date, time, and location where a Bid/Proposal must be submitted; (iv) contact information for any County personnel who could answer questions about the Contract; (v) how to access the Solicitation Documents; and (vi) any special requirements that may exist.*

### MWBE Department Pre-Bid Inclusion Compliance

The MWBE Department was notified and included in the Pre-Proposal meeting.

### BID/PROPOSAL EVALUATION STAGE

#### MWBE Department Evaluation Inclusion Compliance

The MWBE Department was included in the evaluation process.

### SOLICITATION AWARD STAGE

#### MWBE Program Office Goals Review

Per NC GS 143-128.2, Minority Participation goals., Guilford County has adopted the state minority business participation goal of 10%. Guilford County shall establish a 10% minority goal on all projects greater than \$30,000.

On February 2017, Guilford County Board of Commissioners established an aspirational MWBE participation goal of fifteen percent (15%), as recorded in the approved meeting minutes. Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers.

The following goals were established for the GC Elevator Maintenance and Repair Services:

Established Goal	Aspirational Goal	Vendor Committed Goal
10%	15%	28.86%

The following goal(s) were committed to by the following two (2) vendors on two contracts totaling \$301,462 for a contract term of 3 years and 3 months with up to two (2) additional 1-year renewals.

Prime Vendor	Contract Amount	NC-HUB Certification	NC-HUB Ethnicity	% Committed	Amount Committed
Oris Elevator	\$214,458.73	N/A	N/A	0%-Self Performance	\$0
Brave One Contract Company	\$87,003.27	WBE	White	100%	\$87,003.27



#### **Good Faith Efforts Review**

In accordance with NC GS 143-128.2(f), Minority business participation goals, and NC GS 143-131(b), a review of good faith efforts where the established goal has been met or exceeded is not required.

#### **MWBE Department Award Recommendation**

Please accept this as verification and certification that:

1. The bid opportunity, scope review, established goals, solicitation documents, and bid process identified above complied with all requirements set forth in the Board adopted MWBE Policy and Procedure Manual.
2. The MWBE Department supports and recommends these contracts for award as presented.

*Maria Miller*

06/09/2025



Request for Proposals

For

**Guilford County  
Elevator Maintenance & Repair Service**

**Bid Number: 20262  
(REBID #1)**

Commodity Code(s):  
02095, 29540, 29570, 37018, 90934, 91013, 99839

Guilford County Purchasing Department  
Guilford County Katie S. Cashion Center, Basement-Suite 072  
201 South Greene Street  
Greensboro, NC 27402

# PROPOSAL SCHEDULE

(Note: The dates below are subject to change)

Request for Proposal  
for

## **Guilford County Elevator Maintenance & Repair Services**

**Bid Number 20262  
(REBID #1)**

Advertisement Date	March 25, 2025
<b>Mandatory</b> Pre-Proposal ZoomGov Meeting	April 1, 2025, at 10:00 A.M., Eastern Time
<b>Mandatory</b> Site Walkthrough	April 3 & 4, 2025, at 8:30 A.M., Eastern Time
Last Day for Questions	April 8, 2025, at 2:00 P.M., Eastern Time
Proposal Due Date	April 17, 2025, at 2:00 P.M., Eastern Time



## **I. Introduction**

Guilford County Purchasing Department is soliciting proposals from qualified firms to provide elevator maintenance and repair services for multiple Guilford County locations. The County invites all interested and qualified firms who meet the requirements below to submit a response to this RFP.

## **II. General Information**

**A mandatory Pre-Proposal ZoomGov Meeting will be held on April 1, 2025, at 10:00 A.M., as instructed below. You may join the ZoomGov Meeting from your computer, tablet or smartphone**

For the best results, use Chrome as your web Browser:

<https://www.zoomgov.com/j/1610313110?pwd=320LXSS46hYaZwyodNjc9a9Ig0bmD9.1>

Meeting ID: 161 031 3110

Passcode: 234760

One tap mobile

+16692545252,,1610313110# US (San Jose)

+16468287666,,1610313110# US (New York)

Dial by your location

- +1 669 254 5252 US (San Jose)
- +1 646 828 7666 US (New York)
- +1 646 964 1167 US (US Spanish Line)
- +1 551 285 1373 US (New Jersey)
- +1 669 216 1590 US (San Jose)
- +1 415 449 4000 US (US Spanish Line)

Meeting ID: 161 031 3110

Find your local number: <https://www.zoomgov.com/u/acrsZ60AH>

Join by SIP

- [1610313110@sip.zoomgov.com](mailto:1610313110@sip.zoomgov.com)

Join by H.323

- 161.199.138.10 (US West)
- 161.199.136.10 (US East)

**A Mandatory site walkthrough will be held for all High Point locations on Thursday, April 3, 2025, at 8:30am. Please plan to meet at 325 Russell Avenue, High Point, NC.**

**A Mandatory site walkthrough will be held for all Greensboro locations on Friday, April 4, 2025, at 8:30am. Please plan to meet at 201 S. Eugene Street, Greensboro, NC.**

**Both Mandatory site walkthroughs will be conducted by Karen Lenza, Facilities Contract Specialist.**

***Failure to attend the Mandatory Pre-Proposal ZoomGov Meeting and the site walkthrough will result in a Provider being deemed non-responsive.***

## **Terms of Contract**

The selected Provider will enter into a contract with the County as outlined in this RFP. The initial contract will be for (3.5) years with no options to renew.

### **A. Causes for Cancellation and/or Termination**

1. That the contract was secured by a fraudulent act, statement or material fact or that a fact concerning the firm was not disclosed at the time of the contract award, if known and would have caused the refusal to enter into a contract by the County.
2. The Provider has not complied with all the provisions and requirements set forth in the Request for Proposal or the contract with the County. If non-compliance occurs, the contract may be revoked and will not be reinstated during the current contract cycle.
3. The Provider has violated any of the regulations established by the Federal and State laws.
4. Either party may terminate the agreement for any reason without penalty upon thirty (30) days written notice to the other party.
5. The Provider must disclose if the Provider has any past or current/pending Civil Court matters involving Guilford County. Failure to disclose any past or current/pending Civil Court matters with Guilford County may result in termination of the contract. In such an event, the County shall provide ten (10) days' written notice of termination.
6. Guilford County shall NOT be responsible for any liquidated damages and/or any other penalty if this contract is terminated early.

### **B. No bid deposit or performance bonds are required**

## **III. Bid Requirements for Electronic Events**

1. All Respondents who plan to submit a proposal must register in the Guilford County's Vendor Self Service (VSS) System. Instructions to register as a Vendor, update registration and submit bids are available at: <https://www.guilfordcountync.gov/our-county/purchasing/vendor-self-service-vss-program>.
2. Electronic responses should be made through Guilford County's Vendor Self Service automated bidding system at: <https://guilfordcountync.munisselfservice.com>. **For the best results, use Chrome as your web Browser.** Click on Vendor Self Service and use the arrow button in the top righthand corner to Login and submit your bid response. Click on the Bid Number to open it, then Click on Create Bid and follow the instructions for each tab. All responses must be submitted electronically by the event date and closing time. There will be **NO EXCEPTIONS**. The system cannot accept late submittals.
3. All questions pertaining to this RFP must emailed to the Guilford County Purchasing Department at [DG\\_Purchasing@guilfordcountync.gov](mailto:DG_Purchasing@guilfordcountync.gov) in accordance with this event schedule. The bid number and title of the project must be referenced in the email. Each question asked will be answered for all Respondents to view by way of an Addendum and posted in the automated bidding system. No question will be considered after the Q&A close date and time. **NO EXCEPTIONS**. Please note it is the Respondent's responsibility to review all questions, answers and attachments prior to submitting their response.
4. Respondents are strongly encouraged to submit their proposal with all required documentation at least twenty-four (24) hours in advance. The County will not be responsible for any technical difficulties that may occur and result in the inability to submit.

5. Respondents are responsible for checking the event for any addendums prior to completion and submission of their response. Addendum acknowledgement and requirements, if any, must be included in each submittal.
6. **In order to complete the items portion of a submittal in Vendor Self Service, open the items tab and only enter (1.00) in the online Bid Response. However, please be sure to download and complete the fillable Cost Proposal Form – Attachment 1 and upload back in the system to your online response so that we may capture your pricing information. Please review your pricing information carefully prior to submission.**
7. To complete an electronic submittal, be **sure to click the “Submit Bid” button**. Your response will not be part of the submitted responses until submitted via the “Submit Bid” button.
8. To receive future notification, you must be registered as a Vendor in the Guilford County’s Vendor Self Service System under Commodity Code 02095, 29540, 29570, 37018, 90934, 91013 and 99839. Please note, Vendors registered under the selected commodity code prior to the opening of this event will receive electronic notification(s) of the activity regarding changes made to the event; however, it is your responsibility to view the event for changes and updates.

#### **IV. Minority and Women Business Enterprise (MWBE) Requirements**

One primary responsibility of the County is the proper use of public revenue to purchase the various items, services, construction and repairs needed to operate. All expenditures of County funds must be in accordance with the North Carolina laws. The responsibilities of auditing and compliance with this law is that of the awarding authority, which in this case is the County.

On March 5, 1990, the County established its verifiable minority participation goal of ten (10) percent. In February 2017, Guilford County Board of Commissioners established a standing aspirational MWBE participation goal of fifteen percent (15) percent, as recorded in the approved meeting minutes. The aspirational MWBE goal for this project is fifteen percent (15%). Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the particular work involved. Any proposal that does not include MWBE information and documentation may be considered non-responsive.

A minority business is defined as ownership of 51% or more by a minority. Minorities are officially defined as:

- (a) Black, that is, a person having origins in any of the black racial groups in Africa;
- (b) Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, in South or Central America, or the Caribbean Islands, regardless of race;
- (c) Asian American, that is, a person with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- (d) American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- (e) Female.

#### **V. Evaluation and Selection Process**

An Evaluation Committee will have responsibility for reviewing and evaluating all proposals and required documents submitted in response to this RFP. All proposals properly submitted and received will be evaluated against the award criteria outlined in this RFP. The absence of required information may result in exclusion of the proposal from further analysis or evaluation.

The County reserves the right to reject all proposals or waive technicalities in order to award a contract, which may be determined to be in the best interest of the County. The County also reserves the right to make the award in whole or part. The County reserves the right to include outside consultants to assist in the evaluation process.

## VII. Award Criteria

It is the intent of Guilford County to make an award to a single Provider deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP.

Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified Provider(s) are determined, the County may conduct further negotiations, and/or request presentations from Provider(s) to further assist in the clarification of information and selection process. ***An award of a bid is not an acceptance of contract terms provided by Vendor unless expressly accepted by County.***

The Evaluation Committee will be guided by the following point system, which has 120 points as the maximum total:

Category	Points
Experience/Qualifications	0 to 30
References	0 to 30
Cost Proposal/Pricing	0 to 20
Staffing Requirements	0 to 10
MWBE Requirements	0 to 30
Financial Stability	Pass/Fail
COI Provided	Pass/Fail
Possible Total	120

In computing points for MWBE Requirements, the Evaluation Committee will take the following into consideration. This information must be included in Tab 6.

- (Maximum 5 Points) Describe the plan that your firm has developed to encourage inclusion in your employment process. Provide an organization chart showcasing MWBEs/WBEs in leadership roles. Does your firm have a Diversity Equity Inclusion statement? If so, provide it in the proposal response.
- (Maximum 5 Points) Include documentation of MWBE participation you have achieved over the past three years on public and/or private projects.
- (Maximum 10 Points) Outline specific efforts that your firm will take to notify MWBEs of opportunities to participate in this project. Identify MWBE organizations your firm has worked with or will engage on this project.
- (Maximum 10 Points) A firm may submit a Self-Performance Affidavit, points will be awarded in the following manner: 1) if a firm is a WBE or MBE NC HUB certified firm, 10 points will be awarded, and 2) if a firm is not a WBE or MBE NC HUB certified firm, 0 points will be awarded.

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**Guilford County Elevator Maintenance & Repair Services**  
**SCOPE OF WORK**

This Bid and Scope of Work cover the requirements for services to be performed and will become an integral part of the contract between Guilford County and the Provider. The Provider must comply with the Scope of Work as outlined. All services shall be provided in a competent, workmanlike and professional manner acceptable to the County.

- 1.0 Purpose:** The purpose and intent of the Request for Proposal (RFP) is to solicit proposals from qualified firms to provide elevator maintenance and repair services to multiple Guilford County buildings located in Greensboro, and High Point, North Carolina as outlined below.

**GREENSBORO LOCATIONS**

<b>LOCATION</b>	<b>ADDRESS</b>	<b>ELEVATOR/EQUIPMENT</b>
Behavioral Health Center	931 Third Street	Left Passenger Right Passenger
Department of Health Human Services	1203 Maple Street	Left Passenger Right Passenger Freight
Edgeworth Building	232 N. Edgeworth Street	Passenger
EMS Meadowood	1002 Meadowood Street	Passenger
Greene Street Building	201 S. Greene Street	Passenger Freight
Greensboro Courthouse	201 S. Eugene Street	Left Passenger Right Passenger Middle Passenger Judges Inmates
Greensboro Detention Center	201 S. Edgeworth Street	Passenger Inmate
Health Department	1100 Wendover Avenue	Left Passenger Right Passenger Dumbwaiter
Independence Center	400 W. Market Street	Left Passenger Right Passenger
Old Guilford County Courthouse	301 W. Market Street	Left Passenger (Small) Right Passenger (Large) Elevator Lift (Elections)
Otto Zenke Building	400 W. Washington Street	Passenger
Truist Building	201 W. Market Street	Left Passenger Right Passenger

## HIGH POINT LOCATIONS

LOCATION	ADDRESS	ELEVATOR/EQUIPMENT
High Point Courthouse	505 E. Green Drive	Left Passenger Right Passenger Judges' Inmate
High Point Detention Center	507 E. Green Drive	Visitor Left Inmate Right Inmate
High Point Health Department	501 E. Green Drive	Passenger
High Point Mental Health Building	211. S Centennial Street	Passenger
Russell Avenue Building	325 E. Russell Avenue	Passenger (DSS) Passenger (Tax/ROD)

### 2.0 General Condition:

Guilford County is seeking to contract with a Provider to provide elevator maintenance and repair services at multiple Guilford County buildings located in Greensboro and High Point, North Carolina. Elevator maintenance and repair services shall be defined as the Provider providing all labor, equipment, materials, parts, insurance, supervision, permits required for work, fees, cleanup, and waste disposal and abide by all local, state and federal codes applicable to service and repair. Guilford County shall NOT be responsible for any clean-up and/or waste disposal associated with the services provided.

The awarded contract shall be administered by staff of the Facilities and Property Management Department. The general conditions and expected work shall include:

#### 2.1 Performance

The provider must ensure its staff comply with all specifications of work as provided herein. All work shall be subject to inspection by Guilford County staff at random and without providing advanced notice of such inspection. Any such deficiencies found during an inspection will be communicated to the Provider and shall be remedied within 48 business hours. Failure to remedy the deficiency may result in a reduction of payment for services, by an amount equivalent to the deficient work in question, or termination of the contract entirely. Any and all expenses associated with remedy of the noted deficiency shall be at the sole expense of the Provider.

Pertaining to violations, the Provider shall remedy any NCDOL violations within (60) calendar days of discovery/notification.

The provider shall provide one (1) dedicated point of contact to the County. The individual shall be able to receive service calls, service complaints, provide information on service delivery, research invoicing questions, and any other assistance needed to the County. This point of contact shall also be able to resolve any issues or problems with orders and/or invoices.

The provider must have a local branch office located within thirty (30) miles of 301 W. Market Street, Greensboro, NC 27401, where the dedicated point of contact works. The provider must include with the bid:

- Local branch location
- Local branch staff capabilities
- Organizational chart of the local branch, including the number of technicians assigned to the branch who will be working on Guilford County property, if awarded
- Local branch support capabilities

Provider shall ensure that their staff always wear the following when working in County buildings:

- Photo identification badges (with the employee's picture)
- Neat and tidy uniforms, to include a shirt with the Provider's company logo

Provider's staff shall follow appropriate check-in/check-out measures as may be applicable to County buildings. The provider must notify the Facilities and Property Management Department designee and the Security Department within two (2) business days of an employee leaving the company, for any reason.

The provider must adhere to any and all applicable employment laws, regulations, and requirements as may be applicable.

The provider must adhere to and provide to its staff all required and recommended safety training, as such may be required by any applicable regulatory entity and/or recommended by general industry standards.

Sub-contracting work shall only be permitted with express prior written approval from the Facilities and Property Management Department Director

Service technicians must have a minimum of 10 years' experience, documentation of such shall be submitted with the bid response

The Provider must have a dedicated Customer Service call line to provide monitoring of all calls received 24/7 (including holidays).

Must have an online service center for requesting service calls, reviewing status of service calls, etc.

## 2.2 Theft and/or Damage

Provider shall be responsible for any theft and/or damage to County property determined to be a result of negligence and/or intentional wrongdoing of the Provider's staff, as determined by Guilford County's sole discretion. Any and all expenses associated with restoration of the theft and/or repair for the damage shall be at the sole expense of the Provider and shall be determined in the sole discretion of Guilford County. Repeated incidences of theft and/damage may result in the termination of the contract.

2.3 Guilford County reserves the right to direct the Provider to remove staff from working in Guilford County buildings, at the County's sole discretion. There shall be no option for appeal by the Provider and/or staff member being removed. If the County directs the Provider to remove staff from a building, removal shall occur immediately.

2.4 Guilford County may add or delete buildings from this scope and/or add or remove equipment from within an already included building from the scope. Any adjustments made shall be noted in a written amendment to the contract, which shall be executed by both Guilford County and the Provider.

2.5 Guilford County intends to modernize select elevators at various locations, which may occur during the proposed term of the contract. Any and all modernizations and/or changes to the scope shall be noted in a written amendment to the contract, which shall be executed by both Guilford County and the Provider, to include pricing and cost adjustments as applicable.

## 2.6 Invoicing

Invoices must be rendered monthly and be based on the actual services provided. Guilford County will NOT pre-pay for services or pay for services in advance for any reason. The County shall have thirty (30) calendar days to remit payment, once the invoice is received and determined to be accurate based on actual services performed. Provider shall email all invoices to: [facilities@guilfordcountync.gov](mailto:facilities@guilfordcountync.gov)

## 2.7 Service, Hours for Service, and Charges

Monthly charges for each location must be outlined in the Cost Proposal Form. Provider shall adhere to the following parameters:

Service shall be rendered during Guilford County's normal business hours which are Monday – Friday 8am – 5pm. No overtime shall be billed to the County for any service occurring during the County's normal business hours.

Required response time:

- A. Response to entrapment calls (during business hours and outside normal business hours) shall be no more than 30 minutes from the time the Provider received the call.
- B. Response to as-needed service, non-entrapment, requests shall be no more than 1 hour from the time the Provider received the call.

Entrapment Service Requests: Provider shall be able to accommodate entrapment requests received outside of normal business hours regardless of the location.

Provider's overtime rates shall be outlined on the Cost Proposal Form.

- A. Only the Facilities and Property Management Department designee shall authorize overtime work.
- B. The County will not be responsible for payment of overtime rates if such is not authorized by the department designee.

EXCEPTION: Overtime for entrapment requests shall not require prior authorization.

There shall be no additional trip charge for service calls.

Select buildings operate on a 24/7 basis, necessitating service to be rendered 24/7. No overtime shall be billed to the County for buildings operating on a 24/7 basis. Locations include:

- C. Greensboro Detention Center, 201 S Edgeworth St., Greensboro, NC
- D. Greensboro Courthouse, 201 S Eugene St., Greensboro, NC
- E. Greensboro Behavioral Health Center, 931 Third St., Greensboro, NC
- F. High Point Detention Center, 507 E Green Dr., High Point, NC
- G. High Point Courthouse, 505 E Green Dr., High Point, NC

## 2.8 Background and Records Checks

Each of Provider's staff who may be assigned and/or dispatched to work in a Guilford County building shall submit to a Criminal Background Record (CRC) Check prior to beginning work, as outlined by Guilford County. There shall be no exceptions to the background check. Any and all expenses associated with the background check shall be the responsibility of the Provider. Information for the background and record check include:

- Documentation for the background and record check must be received by the County designee no later than five (5) business days prior to staff starting work
- Records must be obtained from each county the person has resided in during the previous four (4) years. Statewide checks will be done on anyone who has lived in more than one county during the last four (4) year period.
- Guilford County reserves the right, in its sole discretion, to conduct an independent background investigation on any and all staff who desire to and/or are working on Guilford County property. Such investigation will be at the expense of Guilford County. Guilford County has the right to refuse to allow anyone to work in its facilities who is deemed unsuitable for any reason whatsoever.

There shall be no option for appeal if an individual is deemed unsuitable to work on County property.

Guilford County reserves the right, in the County's sole discretion, to require the Provider's staff submit to fingerprinting and an additional background check administered through the SBI, as may be deemed appropriate based on whether Provider's staff are assigned to work in a secured and/or restricted County building.



If this additional background check is deemed necessary, it shall be completed at Guilford County's expense. Staff shall not be permitted to work in any secured and/or restricted building until the results of this background check are received and reviewed by Guilford County. Results can take three weeks or more to be returned to the County.

The County, in the County's sole discretion, may refuse entry to one and/or all County buildings if the results of any background check are unfavorable for any of the Provider's staff. There shall be no appeal in this instance.

The provider's staff must disclose if he/she has any past or current/pending Civil Court matters involving Guilford County. Failure to disclose any past or current/pending Civil Court matters with Guilford County in immediate dismissal from working in a county building. In this event, there is no option for the staff member to appeal the decision for dismissal.

Staff will not be permitted to work on Guilford County property if he/she is determined to have any of the following convictions, history of, and/or designations, including but not limited to:

- a) Any Violent Felony conviction
- b) Any Sex Offense conviction
- c) Multiple misdemeanor assault convictions
- d) Drug related convictions or drug related activity within 2 years of application
- e) Any outstanding criminal processes or pending charges (excluding traffic offenses and CIVIL)
- f) A history of incarceration at any Guilford County facility within 2 years of application
- g) Prior keep separates, or enemies listed during any previous incarceration
- h) Multiple charges/convictions for Resisting an Officer
- i) Current requirement of any type of parole/probation supervision
- j) Extensive criminal history, which shall be defined and determined in Guilford County's sole discretion
- k) Any mental health related history that might interfere with a person's ability to act or function properly within the facilities

### **3.0 Technical Requirements:**

All work and services shall be provided based on the specifications provided herein. Additionally, the cost for all work and service requirements, as outlined herein, should be contemplated in the Provider's cost as outlined on the Cost Proposal Form.

- 3.1 Provider's local inventory and parts must exceed \$ 200,000.00 (as shown on balance sheet, to be included with the bid response).
- 3.2 The provided service will be a Maintenance Control Program that meets or exceeds any and all requirements of American Standard Safety Code for Elevators (ASME) A 17. 1-2007 code. Also, it must meet or exceed all of the North Carolina Elevator State Codes. The provider must describe their preventative maintenance program, which must be ANSI-17, 2000 code. Must include a written program with supporting on-line back-up.
- 3.3 The awarded contract is to provide Comprehensive Preventative Maintenance and as-needed repair services.
  - A. Comprehensive Preventative Maintenance shall be defined as including Inspections, lubrication, adjustments, and documentation.
  - B. The provider shall not be responsible for the Firefighters' Service Test as required by the applicable Code and not responsible for maintaining documentation for such. Guilford County will be responsible for completing these inspections or any fees associated with such inspections.
  - C. As-needed repair services shall include any repair needed to resolve a service call received to the Provider and/or to resolve an entrapment.
- 3.4 Any replacement parts, circuit boards, etc., should be available within twenty-four (24) hours or less and exceptions to this availability window should be communicated immediately to the Facilities and Property Management Department Designee.

3.5 Provider to perform an Annual Safety and Load Test for each piece of equipment.

3.6 Provider to maintain appropriate Safety Data Sheet (SDS) information in each elevator equipment room, for all products used by the Provider.

3.7 Bimonthly (every two months) Traction Maintenance Visits (1-hour Maintenance)

- A. The Provider shall inspect and provide a report for each traction elevator and escalator at least once each month, not including service calls. During the monthly maintenance visits the Provider shall perform the following services:
- B. Adjustments: Adjust machinery and equipment as required. The provider must maintain the performance times as outlined in the specifications for each unit. These times include door opening & closing times, door dwell times, car speeds and floor to floor times. In addition, the performance times the Provider shall maintain a smooth quiet ride for each unit.
- C. Cleaning: Remove accumulated dirt, dust, and rubbish from machine rooms, hoist way doors and frames are excluded. Complete hoist way clean downs shall be performed no less than biannually (every two years, cab tops and door equipment shall be cleaned no less than quarterly and machine rooms and pits monthly as minimum.
- D. Lubrication: Lubricate machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment. The provider will furnish all lubricants.

3.8 Bimonthly (every two months) Hydraulic and Dumbwaiter Maintenance Visits (1 hour minimum)

- A. The Provider shall inspect and provide a report for each hydraulic elevator and dumb waiter on the even numbered months, not including service calls. During the bimonthly maintenance visits the Provider shall perform the following services:
- B. Adjustments: Adjust machinery and equipment as required. The provider must maintain the performance times as outlined in the specifications for each unit. These times include door open & close times, door dwell times, car speeds and floor to floor times. In addition, the performance times the Provider shall maintain a smooth quiet ride for each unit.
- C. Cleaning: Remove accumulated dirt, dust, and rubbish from machine rooms, hoist way doors and frames are excluded. Complete hoist way clean downs shall be performed no less than biannually (every two years), cab tops and door equipment shall be cleaned no less than quarterly and machine rooms and pits monthly as minimum.
- D. Lubrication: Lubricate machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment. The provider will furnish all the lubricants.

3.9 Repairs

- A. Traction Type: Provider shall furnish and install or repair as necessary: machine motors, motor generator, controllers, hoist cables, selectors, worms, gears, thrusts, bearings, brake magnet coils, brake shoes, magnet frames, cams, car door and hoist way door hanger tracks, and guides, door operating devices, interlocks and contacts, car gates, safety devices, governors, push buttons, enunciators, shell lanterns and indicators, lamp replacements in systems, and other elevator signal and accessory equipment complete.
- B. Hydraulic Type: Provider shall furnish and install or repair when necessary: power unit, pump motor and controller including valves, including relief valve, pilot, lowering, leveling, and check valves; or any of the parts thereof; V-belts, strainers, spring and gaskets; controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit; plunger, guide bearings, packing gland; guide rails and guide shoes. Maintain hydraulic fluid at the proper operating level.
- C. Provider shall be responsible for any and all work, repairs, preventive maintenance, inspections, and/or remedy to any citation/repair/deficiency in confined spaces. Guilford County shall not be responsible for any service in a confined space.

3.10 Exclusions:

Provider shall not: supply and replace incandescent or fluorescent lamps for car light fixtures, or floor covering on elevator car platforms; make renewals or repairs necessitated by reason of negligence or misuse of equipment by persons other than Provider or Provider's representatives and employees, or by reason of cause beyond the control of the Provider, except normal wear and tear; nor add new attachments as may be recommended or directed by inspection firms or by federal, state, municipal, or other government authorities.

3.11 Work Site Cleanup

The Provider shall keep the work site clean and at no time allow debris, paper and or packaging to become windblown. Upon completion of all work covered in this specification, the Provider shall remove all equipment, material and debris leaving the area in an undamaged and acceptable condition. The Provider shall be responsible for all disposal fees.

3.12 Provider Performance Levels

The Provider shall maintain the equipment hereunder so as to preserve the operating characteristics of the original design. Should Provider find through its investigation that these standards are not being maintained, the Provider will be provided a period of ten (10) business days to restore the level of performance required. Failure of the Provider to restore the performance level shall constitute sufficient cause for the initiation of default proceedings. The following performance levels are considered a part of the original design and shall be considered the minimum acceptable level maintained by the Provider at all times:

- A. Contract speed of all elevators and brake flight time as originally installed +/- 5% under any load conditions.
- B. Leveling accuracy of all elevators +/- 3/8 inch under any load condition.
- C. Opening and closing times thrust and kinetic energy of all hoist way and car doors per ANSI A 17.1 with minimum standing time at each floor.
- D. Door reversal on all elevators equipped with mechanical safety shoes always initiated within the stroke of the shoe. Light ray devices shall be operable under normal operation.
- E. Variable car and hall door hold open times in accordance with original design. No deviations permitted.
- F. Floor-to-Floor performance time: Floor-to-Floor performance time (from the time the door starts closing at one floor to the fully opened and level on the next successive floor, regardless of the loading conditions or direction of travel) shall be maintained at the minimum acceptable time. In maintaining this standard, the Provider shall maintain a comfortable ride with smooth acceleration, retardation and soft stop. Door operations shall be quiet and positive with smooth checking at the extremes of travel.
- G. Elevators must operate at all times in accordance with design specifications as originally installed. The Provider shall be required to periodically test these systems and submit to the Facilities Operations Manager test data indicating the performance levels of the systems and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.
- H. The Provider shall maintain the elevator equipment room in a neat and orderly state. All drawings, manuals, etc., shall be stored in returned to a cabinet supplied by the elevator maintenance Provider. These items shall be returned to this cabinet and the equipment room left in a neat and orderly condition after each visit.

3.13 Inspection and Tests

- A. Annually during the third quarter. Provider shall conduct comprehensive inspections for equipment and systems covered by this Agreement.

- B. During the third quarter, Provider shall conduct comprehensive load test on those elevators identified in accordance specifications herein.
- C. Inspections will be made by statutorily authorized agencies. Citations and recommendations in accordance with the terms and conditions of this contract may be issued by inspectors, and Provider shall comply with citations and recommendations within ten (10) working days.
- D. Service work, parts, materials, equipment, and supplies used in the performance of this contract are subject to inspection and test. Items that do not meet specifications will be rejected, and the County may withhold payment until corrections are made. Failure to reject upon receipt, however, does not relieve the Provider of liability.  
When subsequent tests, after receipt, are conducted and reveal defective material or workmanship, the County may seek damages regardless of whether part or the entire item has been consumed.
- E. Resolve all notations, citations, and deficiencies noted in the State Inspection report within fifteen (15) business days, as such is the Provider's responsibility to resolve.

#### 3.14 Reports

- A. The Provider will leave completed service tickets detailing the purpose of each visit. Such tickets will describe the maintenance performed, repair made, or the reported call and the corrective action taken. Service ticket information shall also be noted in the online Service Center portal.
- B. The provider will submit quarterly reports summarizing services performed, the current conditions of elevators and escalators, and other pertinent information. Reports are due by the tenth day following the end of the quarter.
- C. As a part of the second quarterly report, Provider shall identify elevators covered by this Agreement which are due for load testing before the end of the fourth quarter and identify the date on which load test and inspections required herein shall be performed.
- D. As a part of the third quarterly report, Provider shall report the conditions found during inspections and test required herein and propose remedies for defects and maintenance problems

#### 3.15 Obsolescence

- A. Component obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or third-part after-market supplier. Claims of component obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are available at reasonable market price. The Provider must document obsolescence claims where no reasonable replacement exists and submit that information to the county for investigation/resolution.
- B. In the event of component obsolescence as defined above, the condition shall be reported to the County with the following information:
  - Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
  - Procurement and installation time for restoration of the system service.
- C. Payment for obsolescence work shall be based on the "extra cost" to the Provider only.
  - Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
  - Contractual hourly rate schedule shall be used to compute the extraordinary labor charge if applicable.
  - Actual material extra cost to the Provider.
  - Subsequent to the County's authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the Provider shall immediately perform such work and restore the operating services.

- D. The County shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
- The Provider has the right to inspect the work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability. The Provider shall provide written notification of acceptance or rejection.
  - Should the Provider reject an obsolescence repair made by others, the County may have a qualified third-party professional engineer evaluate the work and render a decision regarding the acceptability of the prevailing conditions. If determined to be acceptable based upon safety and required component performance standards, Provider shall accept that decision.

#### **4.0 Inventory and Time in Business**

Prior to entering into an Agreement, Provider shall have occupied a bona fide place of business with a representative inventory of products or supplies necessary for prosecution of Agreement for at least three (3) years. Provider shall have successfully completed comparable contracts for at least five (5) customers within the past year, and if requested by the County, shall provide evidence of their ability to furnish products and services specified herein. The provider shall maintain, or ensure the availability of, personnel, equipment, and supplies sufficient to perform on time.

#### **5.0 Additional Information**

- Upon completion of daily work, all designated lights are to be turned off, all doors secured, and appropriate building contact notified of completion (if applicable to the building protocol for service Provider s) of work.
- No Guilford County equipment, including all telephone, computers, terminals, typewriters, copiers, etc., shall not to be used by janitorial personnel for any reason.
- If an emergency occurs, Guilford County Security must be contacted at 336-641-3395 immediately.
- No other person(s), including children, are to be permitted on Guilford County property while work is being completed
- Guilford County may add or delete buildings from this scope and/or add or remove equipment from within a already included building from the scope. Any adjustments made shall be noted in a written amendment to the contract, which shall be executed by both Guilford County and the Provider.
- Guilford County intends to modernize select elevators at various locations, which may occur during the proposed term of the contract. Any and all modernization and/or changes to the scope shall be noted in a written amendment to the contract, which shall be executed by both Guilford County and the Provider, to include pricing and cost adjustments as applicable.

#### **6.0 Schedule/Timelines**

Guilford County intends to begin contracting services on July 1, 2025, for a 3.5-year term. The 3.5-year term would then conclude on December 31, 2028. Specific dates are subject to change based on what is in the best interest of Guilford County.

- Guilford County observes thirteen (13) holidays per year. A copy of the observed holidays will be provided to the Provider at the start of the contract.
  - County holidays are not observed at buildings which operate on a 24/7 basis.
- Inclement weather shall have no bearing on the Provider's ability to render service and/or the response to service requests. Guilford County shall bear no additional expense for service rendered during inclement weather if the County building is open for operation.

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## **QUALIFICATIONS AND SUBMISSION REQUIREMENTS**

In order to facilitate the analysis of responses to this RFP, all Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. To be considered for selection, upload your proposed package into the County's Vendor Self Service System and submit all required supplemental information electronically. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the Respondents' capabilities to satisfy the requirements of the RFP. All pages in your response shall be properly formatted and provide the following basic information:

***Failure to attend the Mandatory Pre-Proposal ZoomGov Meeting and Site Walkthroughs as outlined in Section II General Information and return all required supplemental information and attachments as outlined in Qualification and Submission Requirements (Tabs 1 – 7) may result in a Provider being deemed non-responsive.***

### **Tab 1: Cost Proposal and Attachments**

Please be sure to download and complete the fillable Cost Proposal Form – **Attachment 1** back in the system to your online response. Please review your pricing information carefully prior to submission

### **Tab 2: Executive Summary**

This section of the response to the RFP should be limited to a brief narrative highlighting the Provider's proposal. Within this section, the Provider should highlight briefly their abilities and inabilities upon the requirements requested.

### **Tab 3: Provider's Qualifications**

Complete the Provider Qualifications Form - **Attachment 2** to provide specific information as requested and upload as an attachment to your response.

### **Tab 4: Proposed Services to be Provided**

The Provider shall present, in detail, features and capabilities of their proposed services to be provided. The Provider should state what implementation services will be provided, processes, control points and time frames for the on-going services. In addition, please describe all the services that their company provides. If other ancillary services are available that may be deemed pertinent to the process, please describe them in full detail.

The provider must have a local branch office located within thirty (30) miles of 301 W. Market Street, Greensboro, NC 27401, where the dedicated point of contact works. The provider must include with the bid:

- Local branch location
- Local branch staff capabilities to respond to two simultaneous service calls i.e. two qualified technicians that can act independently as the county operates in both High Point and Greensboro.
- Organizational chart of the local branch, including the number of technicians assigned to the branch who will be working on Guilford County property, if awarded
- Local branch support capabilities

### **Tab 5: References**

Utilize the References Form – **Attachment 3** to provide a listing of references to include phone numbers and contact names. Provider must have (5) five references with bid response. References must be/have been accounts within the past three (3) years and be of similar size and scope to propose the Guilford County account.

### **Tab 6: MWBE Participation Requirements**

Respondents are required to submit information about participating MWBEs on the MWBE Affidavit forms provided with this RFP. Utilize the MWBE Affidavit Forms - **Attachment 4**

**Documents to provide with the bid proposal** – Under North Carolina General Statutes (N.C. GS 143-128.2 (c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the contract that will be performed by the minority businesses.

**Also** list the good faith efforts (**Affidavit A**) made to solicit minority participation in the bid effort **OR** (**Affidavit B**) the Provider's statement of the intent to self-perform all work under the contract and sign and notarize the form.

**NOTE:** A Provider that performs all the work with its own workforce shall submit an Affidavit (B) to that effect **in lieu of Affidavit (A) required above.**

The Provider's **intent to perform contract with own workforce does not require the Provider to make good faith efforts** and the self-performing Provider will not need to submit additional affidavits after the bid opening.

The Minority Business Participation Form must still be signed, notarized and submitted in lieu of Affidavit A even there is zero participation.

**Documents to provide after the bid proposal evaluation** - Upon notification of being recommended as the most qualified firm for award of a contract, the Provider, if they are not self-performing all of the work, must submit the following to the MWBE Director within 72 hours of the notification:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is **equal to or more than the** established goal of ten (10) percent and documented evidence of all good faith efforts made to meet the ten (10) percent goal and Affidavit D is not necessary **OR if less than the 10% goal**, Affidavit (D) of the Provider's good faith effort to meet the ten (10) percent goal.

The document must include **evidence** of all good faith efforts that were implemented including those identified on Affidavit A. Include any advertisements, solicitation phone, email and/or fax logs, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Because faxing may be less reliable than email, solicitation outreach via fax should include a follow up phone call to the potential subcontractor.

All respondents, regardless of their MWBE designation, must respond to each question to be compliant with the MWBE requirements.

- Describe the plan that your firm has developed to encourage inclusion in your employment process. Provide an organization chart showcasing MWBEs/WBEs in leadership roles. Does your firm have a Diversity Equity Inclusion statement? If so, provide it in the proposal response.
- Include documentation of MWBE participation you have achieved over the past three years on public and/or private projects.
- Outline specific efforts that your firm will take to notify MWBEs of opportunities to participate in this project. Identify MWBE organizations your firm has worked with or will engage on this project.
- A firm may submit a Self-Performance Affidavit, points will be awarded in the following manner: 1) if a firm is a WBE or MBE NC HUB certified firm, 10 points will be awarded, and 2) if a firm is not a WBE or MBE NC HUB certified firm, 0 points will be awarded.

**Tab 7: Other Bid Event Forms**

Please download to complete, sign and date the attached forms. Be sure to upload the forms back in the system to your online response. If no Addendum was issued, please indicate N/A for Not Applicable on the Addendum form.

W-9 Form - **Attachment 5**

Addendum Acknowledgement Form - **Attachment 6**

Non-Collusion Affidavit - **Attachment 7**

Affidavit of Compliance (E-Verify) - **Attachment 8**

**Tab 8: Other Attachments**

Please refer to the following attachments for information purpose only:

- Basic Insurance Requirements
- Sample Contract

**(Note: An award of a bid is not an acceptance of the contract terms provided by vendor unless expressly accepted by County)**

- RFP Proposal Checklist

**[The remainder of this page has been intentionally left blank]**



**Addendum #1: (Bid 20262) REBID #1 Mandatory ZoomGov Meeting**  
**Guilford County Elevator Maintenance & Repair Services**

**Online ZoomGov Meeting, April 1, 2025 @ 10:00 AM**

<b>Name</b>	<b>Company</b>	<b>Email</b>
Christol Murphy	Guilford County Purchasing	<a href="mailto:cmurphy@guilfordcountync.gov">cmurphy@guilfordcountync.gov</a>
Chrystal Braswell	Guilford County Purchasing	<a href="mailto:cbraswell3@guilfordcountync.gov">cbraswell3@guilfordcountync.gov</a>
Williette Moore	Guilford County Purchasing	<a href="mailto:wmoore2@guilfordcountync.gov">wmoore2@guilfordcountync.gov</a>
Olga Wright	Guilford County Purchasing	<a href="mailto:owright@guilfordcountync.gov">owright@guilfordcountync.gov</a>
Ferrel McGivary	Guilford County Administration – MWBE	<a href="mailto:fmcgilvary@guilfordcountync.gov">fmcgilvary@guilfordcountync.gov</a>
Karen Lenza	Guilford County - Facilities	<a href="mailto:klenza@guilfordcountync.gov">klenza@guilfordcountync.gov</a>
David Allen	Oracle Elevator	<a href="mailto:David.allen@efsteam.com">David.allen@efsteam.com</a>
T.A. Smith	TK Elevator	<a href="mailto:Ta.smith@tkelevator.com">Ta.smith@tkelevator.com</a>
Wayne Brindle	Carolina Elevator Service	<a href="mailto:waynebrindle@carolinaelevatorservice.com">waynebrindle@carolinaelevatorservice.com</a>
Hunter Hurt	Kone Elevator	<a href="mailto:Hunter.hurt@kone.com">Hunter.hurt@kone.com</a>
Mark Anderson	RISE Elevator	<a href="mailto:m.anderson@riseelevator.com">m.anderson@riseelevator.com</a>

Raffa Gibbard	Brave One Contract Agency	<a href="mailto:raffagibbard@braveone.net">raffagibbard@braveone.net</a>
Keith Desmond	Charter Elevator	<a href="mailto:Keith.desmond@charterelevator.com">Keith.desmond@charterelevator.com</a>
Jeff Thompson	Charter Elevator	<a href="mailto:Jeff.thompson@charterelevator.com">Jeff.thompson@charterelevator.com</a>
Will Synder	Otis Elevator	<a href="mailto:William.synder@otis.com">William.synder@otis.com</a>
Kevin Porter	Oracle Elevator	<a href="mailto:Kevin.porter@efsteam.com">Kevin.porter@efsteam.com</a>
Josh Newman	Oracle Elevator	<a href="mailto:Josh.newman@efsteam.com">Josh.newman@efsteam.com</a>
Bryan Bailey	Metro Elevator	<a href="mailto:bryanbailey@metroelevator.com">bryanbailey@metroelevator.com</a>

**Addendum #2: (Bid 20262) Question from Bidder**  
**Guilford County Elevator Maintenance and Repair Services**

1. Does the company have to be within 30 minutes of Downtown Greensboro?

**RESPONSE:** It's preferred that the awarded bidder be within a 30-mile radius from Downtown Greensboro

**Addendum #3: (Bid 20262) Question from Bidder**  
**Guilford County Elevator Maintenance and Repair Services**

1. If we attended the mandatory surveys in November 2024 for RFP# 20245, are they still mandatory again for this go around?

**RESPONSE:** Unfortunately, we are requiring this as mandatory even though you were at the 1st walk-through.

**Addendum #4: (Bid 20262) REBID #1 Proposal Due Date Change**  
**Guilford County Elevator Maintenance and Repair Services**

Date Change for Bid Response  
*(April 22, 2025 @ 2:00 P.M.)*

The Proposal Due Date for this project has changed to Tuesday, April 22, 2025. Proposals must be received electronically through the Guilford County's Vendor Self Service (VSS) System at <https://guilfordcountync.munisselfservice.com> by the event close date and time on April 22, 2025, at 2:00 PM., Eastern Time for Guilford County Elevator Maintenance and Repair Services.

**Addendum #5: (Bid 20262) REBID #1 Mandatory Site Walkthrough**  
**Guilford County Elevator Maintenance & Repair Services**

**April 3, 2025 @ 8:30 AM**

[illegible]

**Addendum #6: (Bid 20262) REBID #1 - 2<sup>nd</sup> Mandatory Site Walkthrough**  
**Guilford County Elevator Maintenance & Repair Services**

**2<sup>nd</sup> Mandatory Site Walkthrough**

A 2<sup>nd</sup> Mandatory Site Walkthrough will be held Friday, April 11, 2025, at 8:30AM for all High Point and Greensboro locations. For those interested, please plan to meet at 325 E. Russell Avenue, High Point, NC.

If you attended the mandatory walkthrough on Thursday, April 3, 2025, you are NOT required to attend the 2<sup>nd</sup> scheduled mandatory walkthrough on Friday, April 11<sup>th</sup>.

**Addendum #7A: (Bid 20262) REBID #1**  
**Guilford County Elevator Maintenance and Repair Services**

**Questions From Bidders**

1. What is the reason this is being rebid?? To modify the scope of work (SOW) from the previous RFP, and to ensure all vendors understand and meet our facility requirements.
2. Will alternative proposals be accepted? No, All Respondents are required to prepare their proposals in accordance with the instructions outlined in the Qualification and Submission Requirements section in the RFP.
3. The biannual hoist way clean down is going to be a huge cost driver on the bid pricing. Would the County be willing to remove this from the spec? The Awarded Provider will **NOT** be required to complete hoist way clean downs biannually (every two years) but **WILL** be required to clean as needed. Please see Addendum 7B.
4. Would the County be interested in doing quarterly visits as opposed to bimonthly? Yes, quarterly is fine.

**Revised Scope of Work**

**3.0 Technical Requirements:**

The Awarded Provider will **NOT** be required to complete hoist way clean downs biannually (every two years) but **WILL** be required to clean as needed.

Please see Addendum #7B – Cost Estimate for Hoist Way Cleaning and providing pricing for as needed services.



**Addendum #7B: (Bid 20262) REBID #1 - Cost Estimate for Hoist Way Cleaning**  
**Guilford County Elevator Maintenance & Repair Services**

The Awarded Provider will not be required to complete hoist way clean downs biannually (every two years) but will be required to clean as needed. Please provide a cost estimate for as needed cleaning

As needed Hoist Way Cleaning                      \$\_\_\_\_\_

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

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

Authorized Signature:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

waited on-site until 8:5am - no one showed

**Addendum #8: (Bid 20262) Mandatory Site Walkthrough**  
**Guilford County Elevator Maintenance & Repair Services**

**April 11, 2025 @ 8:30 AM**

4-11-28

[illegible]

# Exhibit A

## EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
3	GEARED	OTIS ELEVATOR COMPANY	JAILHPI 1-1,7395, JAILHPI 1-2,7394, JAILHPI 1-3,7396	Z55012, Z55013, Z55014
6	HYDRAULIC	OTIS ELEVATOR COMPANY	HEALIBHP 8-A , COURT HP 10-A , COURT HP 10-B , COURT HP 10-C , COURT HP 10-D MENTAL HLTH HP	Z55009, Z54998, Z54999, Z55000, ZSS001, Z55016
2	HYDRAULIC	THYSSEN	RUSSEL 3 STOP RUSSEL 2 STOP	F19010, F19012
2	DUMBWAITER	INDEPENDENT	HEALTB 13A BB&TDW	Z55006, F05288
2	GEARED	DOVER	INDEPENDENCE SA, INDEPENDENCE 5B	Z55034, Z55035
12	GEARED	OTIS ELEVATOR COMPANY	OLD COURT 2-A, OLD COURT 2-B, GREENE ST 12-A, JAIL (LEC) 6-A, JAIL (LEC) 6-B, EDGEWORTH 16- A, NEWCOURT 1-A, NEW COURT 1-B, NEW COURT 1-C , NEW COURT 1-D , NEW COURT 1-E , BELLEMEADE 14-C	Z55019, Z55020, Z55017, Z55010, Z55011, Z55002, Z54993, Z54994, Z54995, Z54996, Z54997, Z54992
4	GEARLESS	OTIS ELEVATOR COMPANY	ELV 1, 691-8059, ELV 3, 691-8099, ELV 2, 691-8061, ELV 4, 691-8075	737840, 737843, 737841, 737842
2	HYDRAULIC	ARMOR-KONE (U.S.)	BB&T 1-A	D66975, D66989
11	HYDRAULIC	OTIS ELEVATOR COMPANY	BB&T2-B SOCIAL SVC 18- A SOCIAL SVC 18-B, SOCIAL SVC 18-C, OTTO 2ENKEBLDG, EMS 15-A ELV 6, 691-816	479045, 479046, 479047, Z55024, Z55003, 249185, 249184, Z54991, Z55004, Z55005, Z55018

# OTIS

Otis Elevator Company  
1208 E Mountain St. Suite E  
Kernersville, NC 27284

**Request for Proposal#: 20262**



April 17, 2025  
Guilford County  
ATTN: Karen Lenza  
220 Seneca Road  
Greensboro, NC 27406

RE: County Wide Elevator Maintenance, Repair, and Inspection Services

To Whom It May Concern:

Otis Elevator Company would like to thank you for the opportunity to continue our partnership and bid on the maintenance of the elevators for Guilford County. We are willing and fully prepared to perform the services listed in the specification and enter into a contract with Guilford County.

Since 1853, Otis has been regularly engaged in the business of installing and servicing elevators and escalators and remains the largest such service provider in the world. Internationally, nationally, and locally, we are very competent to service traction and hydraulic elevators as well as various other types of vertical transportation systems.

For 170 years, Otis has been the world's largest manufacturer and installer of elevators, escalators, moving walkways and other vertical and horizontal transportation systems. Currently, more than 2 million elevators and escalators are serviced by over 70,000 employees worldwide.

Otis services over 2,000 elevators in North Carolina from various manufacturers and in several different types of facilities. The attached elevator maintenance proposal is customized to meet your elevator equipment needs and keep the equipment operating at its top efficiency in order to satisfy the expectations of Guilford County. Our employees and mechanics are extremely cognizant with regards to maintaining the account and reporting needs. We are the trusted partner of many of North Carolina's major facilities including UNC Greensboro, UNC Wilmington, and Forsyth Medical Center.

Our Otis team is excited for the opportunity to maintain the Guilford County elevators. Guilford County has been and will be a priority customer of ours and we have the local resources (in Greensboro, Winston Salem, and High Point) to respond accordingly.

If you have any questions, please do not hesitate to contact Andrew Babkiewicz at (704) 724-4878 or at Andrew.Babkiewicz@otis.com

Sincerely,

Andrew Babkiewicz - Client Relationship Manager X

*Andrew Babkiewicz*

Patrick Franz – General Manager

X

*Patrick Franz*

Date: 4/17/2025

**OTIS**

## **EXPERIENCE AND CAPABILITIES:**

Otis has been a partner with many different large public and private sector clients over the years. Our experience dealing with these large portfolios, our understanding of the complex and challenging nature of the facilities, and our mechanics' level of experience in the Greensboro area certainly make us the best fit for the county. We are completely comfortable with the performance expectations required to meet your needs and feel with our experience and resources; we will provide the highest level of service to exceed your expectations.

As the world's largest manufacturer and installer of elevators, Otis has thousands of customers and contracts similar to the invitation to bid presented.

### **Resident Contractor & Resident Vendor**

#### **Local Office**

The nearest service and warehouse facility) is located at the address below. This facility has storage space of approximately 2500 square feet and is the hub of our operations in North Carolina.

1208 E Mountain St. Suite E  
Kernersville, NC 28401

### **Otis Elevator Company – Profiles**

#### **Patrick Franz- General Manager**

Patrick has been in the elevator industry for over 6 years. Patrick has oversight of the operations and commercial business for the Eastern half of North Carolina. Prior to becoming the general manager, Patrick worked as the Modernization Regional Sales Manager and before that he was a local account manager in our Raleigh office.

#### **Andrew Babkiewicz- Account Manager**

Andrew has been in the elevator industry for 3 years. He is responsible for sales and account management activities for: High Point, Winston Salem, Greensboro, and more. He is the primary point of contact for coordinating all aspects of the customer service experience.

#### **John Tkach– Service/Maintenance Manager**

John has been in the elevator industry for three years. He is responsible for all Otis field operations and field safety for the Greensboro, High Point, and Winston Salem corridor. He supports mechanics by providing training, resources, scheduling, as well as oversight and management.

# **OTIS**

## **Gabe Foreman- Modernization Specialist**

Gabe is directly responsible for elevator modernizations for Eastern North Carolina. He is the primary point of contact for recommended modernizations for equipment reaching the end of its lifeline.

### **Summary Overview of Resources Available:**

All of our elevator mechanics are certified through the NEIEP, through the International Union of Elevator Constructors (IUEC) and are licensed by the State of North Carolina. All field employees are provided by the IUEC per the master labor agreement between the IUEC and Otis Elevator Company. It is the responsibility of the IUEC to provide properly licensed and qualified labor to Otis Elevator. Otis verifies these qualifications prior to hiring.

### **Qualifications of Otis employees**

The mechanics are employed by the Maintenance Department at Otis Elevator Company in the Kernersville office and are the main mechanics that will assist with the Guilford County- they have over 125 years of combined elevator experience to draw upon to service your portfolio.

Also, we have two (2) Regional Field Operations Managers and Two (2) Regional Field Engineers.

Otis Elevator Company spends over 250,000 hours each year on technical training (which results in approximately forty (40) hours per year per mechanic) including classroom training, field training and in-depth training at the Otis Service Center at the Headquarters in Farmington, Connecticut making our elevator technicians the most highly trained in the industry worldwide resulting in our goal of maximum uptime for your elevators.

# **OTIS**

#### **ADDITIONAL RESOURCES:**

Below are five resources that will help ensure Otis is able to provide the most comprehensive and quality maintenance for Guilford County.

#### **ADDITIONAL REFERENCES:**

##### **University of North Carolina at Greensboro**

**Contact Name:** Cristian Rodriguez

**Phone Number:** 336-256-0102

**Email Address:** C.Rodriguez@uncg.edu

**Unit Count:** 110

##### **University of North Carolina at Wilmington**

**Contact Name:** Ellen Boyd

**Phone Number:** 910-443-0555

**Email Address:** boyde@uncw.edu

**Unit Count:** 84

##### **RJ Reynolds Tobacco Company**

**Contact Name:** Erich Weikel

**Phone Number:** 336-624-9085

**Email Address:** Erich.Weikel@cbre.com

**Unit Count:** 42

##### **Forsyth Medical Center – Novant Health**

**Contact Name:** Todd Reed

**Phone Number:** 336-718-5018

**Email Address:** ctreed@novanthealth.org

**Unit Count:** 94

##### **IBM**

**Contact Name:** Brian Troxler

**Phone Number:** 919-254-7726

**Email Address:** brian.troxler@flour.com

**Unit Count:** 22

# **OTIS**



**Otis Remote On-Line Expert (ROLE)** – provides a quick and easy way for an Otis technician to receive help from an expert on a specific type of brand of equipment. It is essentially a network of experts available to support any field technician in any area, immediately, to help troubleshoot and correct problems quickly and permanently. Otis has the ability to leverage our national capabilities at any property. The ROLE system provides the mechanic in the machine room with instant access to an expert to help solve problems. Through communications technology, the mechanic is connected instantly with an expert who specializes in the manufacturer, vintage, or type of equipment the mechanic is working on. With ROLE, the problems are fixed right the first time, reducing downtime and repeat calls.

## **COMMUNICATION TOOLS AND REPORTING**

### **eService**

Otis' on-line system, e\*Service, gives you 24-hour access to all elevator records, including completed maintenance procedures, service calls, equipment trends, etc. without having to access individual machine rooms, comb through endless reams of paper, or require tedious notes from your assigned mechanic. In addition, our event driven email (EDE) option can automatically send an email each time the elevators are serviced as well as each time a service call has been answered.

Otis eService is a high-quality and customer-friendly online internet tool that will continue to provide ORF personnel with complete transparency into all Otis maintenance and repair activities being performed at the ORF facility. Reporting capabilities will allow ORF personnel to run reports at a portfolio, building or unit level.

e\*Service Transparency is the essence of Otis Service and is our commitment to our communications with you. Our desire to have customer service standards that were VISIBLE to our customers is what prompted the introduction of our e\*Service system.

### **OTISLINE**

Otis dispatching service gives you 24/7 service for emergencies as well as service calls. Every hour of every day, the OTISLINE call center is here for you. This service puts you in touch with experts trained in every aspect of your system's operation and what to do when issues arise.

OTISLINE Phone Number: (800) 233-6847

# **OTIS**

# Otis Maintenance

4/21/2025

**CUSTOMER NAME**

Guilford County  
1100 E Wendover Ave  
Greensboro, NC 27405

**OTIS ELEVATOR COMPANY**

1208E EAST MOUNTAIN ST.  
KERNERSVILLE, NC 27284

**PROJECT LOCATION**

GUILFORD COUNTY-ZENKE  
ZENKE 400 W WASHINGTON  
GREENSBORO, NC 27401

**PROPOSAL NUMBER**

QTE-002154589

GUILFORD COUNTY-EDGEWORTH  
EDGEWORTH 232 N EDGEWORTH  
GREENSBORO, NC 27401

GUILFORD COUNTY HUMAN SVC  
MAPLE STREET  
GREENSBORO, NC 27407

Cone Behavioral Health  
931 3RD ST  
GREENSBORO, NC 27405-6967

GUILFORD COUNTY-OLD COURT  
OLD COURTHOUSE 301 W MKT  
GREENSBORO, NC 27401

GUILFORD CNTY-COURTHOUSE  
505 E GREEN DR  
HIGH POINT, NC 27260-6772

GUILFORD CO DETENTION CTR  
201 S EDGEWORTH ST  
GREENSBORO, NC 27401-2315

GUILFORD COUNTY, BB&T BLD  
201 W MARKET ST  
GREENSBORO, NC 27401-2534

GUILFORD COUNTY HEALTH 1  
1100 E WENDOVER AVE  
GREENSBORO, NC 27405-6713

GUILFORD COUNTY-COURTHOUS  
201 S EUGENE ST  
GREENSBORO, NC 27401-2319

GUILFORD CTY-MENTAL HEALT  
211 S CENTENNIAL ST  
HIGH POINT, NC 27260-5600

GUILFORD COUNTY-INDEPENDEN

INDEPENDENCE CNTR 400 W M  
GREENSBORO, NC 27402

GUILFORD CTY;RUSSELL BLDG  
325 E RUSSELL AVE  
HIGH POINT, NC 27260-6741

HIGH POINT JAIL  
507 E GREEN DR  
HIGH POINT, NC 27260-6783

ELECTIONS LIFT  
301 W MARKET ST  
GREENSBORO, NC 27401-2514

GUILFORD COUNTY-MEYERS  
201 S GREENE ST  
GREENSBORO, NC 27401-6417

GUILFORD COUNTY-ES  
1002 MEADOWOOD ST  
GREENSBORO, NC 27409-2822

GUILFORD COUNTY-HEALTH HI  
501 E GREEN DR  
HIGH POINT, NC 27260-6700

Otis Elevator Company or "we" agree to furnish Otis Maintenance 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
22	Hydraulic	OTIS, Thyssen, Armor	OTTO ZENKE BLDG, SOCIAL SVC 18-C, SOCIAL SVC 18-A, ELV 1, COURT HP 10-A, BB&T 2- B, BB&T 1- A, HEALTH 13 B, MENTAL HLTH HP, COURT HP 10-C, ELV 6, 691-8161, RUSSEL 2 STOP, SOCIAL SVC 18-B, ELV 5, GREENE ST 12-B, COURT HP 10-B, COURT HP 10-D, HEALTH 13 C, RUSSEL 3 STOP, EMS 15-A, ELV 2, HEALTH HP 8- A	Z55024, 479047, 479045, H01317, Z54998, D66989, D66975, Z55004, Z55016, Z55000, 249185, F19012, 479046, 249184, Z55018, Z54999, Z55001, Z55005, F19010, Z55003, H01318, Z55009
14	Geared	OTIS, Dover	EDGEWORTH 16-A, OLD COURT 2-A, JUDGES ELV 1-D, INDEPENDENCE 5B, JAIL HP 11-3, OLD COURT 2-B, INDEPENDENCE 5A, NEW COURT 1-E, JAILHP11-1,7395, NEW COURT 1-C, NEW COURT	Z55002, Z55019, Z54996, Z55035, Z55014, Z55020, Z55034, Z54997, Z55012, Z54995, Z54993, Z55013, Z54994, Z55017

			1-A, JAIL HP 11-2, NEW COURT 1-B, GREENE ST 12-A	
4	Gearless Belted MRL	OTIS	ELV 1, ELV 4, 691-8075, ELV 3, 691-8099, ELV 2	737840, 737842, 737843, 737841
2	Other	Independent	ELECTIONS LIFT, HEALTH 13 A	D91654, Z55006

## CONTRACT PRICE

The contract gross price is six thousand six hundred eighty-nine and 99/100 dollars (\$6,689.99) per month, payable monthly in advance.

If you select a different payment frequency, please initial next to the discount to be applied to your contract price.

Billing Frequency	Discount	Initial to Accept
Quarterly	-1%	
Semi-annually	-3%	
Annually	-4%	

## TERM & RENEWAL

The Commencement Date will be 7/1/2025. The initial term of this Contract will be for three (3) year(s) and six (6) month(s) beginning on the Commencement Date.

## PAYMENT

Payments will be due and payable on or before the first day of each month 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.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

## PRICE ADJUSTMENT

The Contract Price will be adjusted annually at the fixed rate of 5.0% for the duration of this contract.

## 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 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 include inspection, lubrication, and 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, brush holders, and bearings.
- 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, we will replace wire ropes or coated steel belts as often as in our discretion deemed necessary to maintain an appropriate factor of safety. As conditions, usage, or the ASME A17.1 Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring. No service other than that specifically stated as covered is included or intended.

## PARTS COVERAGE

Unless excluded elsewhere in the Contract if necessary, due to normal usage and wear, Otis will repair or replace the parts specified above at its sole discretion. 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 ASME A17.1 Code ("Code" or "Elevator 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.

### SAFETY TEST – OTHER

We will conduct safety tests only if required by the applicable Elevator Code in effect on the Commencement Date of the initial term. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over-speed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed. As required by Code, we will measure the coated steel belts for safety using a method approved by the manufacturer.

## 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.

### 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 for the following unit(s): Z55024, Z55002, 479047, 479045, Z55019, D66989, D66975, Z55004, Z55016, Z55035, F19012, 479046, Z55020, Z55034, D91654, Z55006, Z55018, Z55005, F19010, Z55003, Z55009, Z55017.

On service requests outside of regular working hours for work scope covered under the Contract, Otis will absorb the worked hours and travel time for the following unit(s): H01317, Z54998, 737840, Z54996, 737842, Z55000, 249185, Z55014, Z54997, 249184, Z55012, Z54995, Z54999, Z55001, Z54993, Z55013, H01318, 737843, Z54994, 737841.

### SPECIAL PROVISIONS

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

The following buildings and their units will have full 24/7 OT coverage

Greensboro Detention Center, 201 S Edgeworth St., Greensboro, NC  
 Greensboro Courthouse, 201 S Eugene St., Greensboro, NC  
 Greensboro Behavioral Health Center, 931 Third St., Greensboro, NC  
 High Point Detention Center, 507 E Green Dr., High Point, NC  
 High Point Courthouse, 505 E Green Dr., High Point, NC

#### VISIT FREQUENCY

Otis will visit the building to perform planned, scheduled work at the frequency identified below:

Unit Number	Customer Designation	Visit Frequency
Z55024	OTTO ZENKE BLDG	Quarterly
Z55002	EDGEWORTH 16-A	Quarterly
479047	SOCIAL SVC 18-C	Quarterly
479045	SOCIAL SVC 18-A	Quarterly
H01317	ELV 1	Quarterly
Z55019	OLD COURT 2-A	Quarterly
Z54998	COURT HP 10-A	Quarterly
737840	ELV 1	Quarterly
D66989	BB&T 2- B	Quarterly
D66975	BB&T 1- A	Quarterly
Z55004	HEALTH 13 B	Quarterly
Z54996	JUDGES ELV 1-D	Quarterly
Z55016	MENTAL HLTH HP	Quarterly
737842	ELV 4, 691-8075	Quarterly
Z55000	COURT HP 10-C	Quarterly
Z55035	INDEPENDENCE 5B	Quarterly
249185	ELV 6, 691-8161	Quarterly
F19012	RUSSEL 2 STOP	Quarterly
Z55014	JAIL HP 11-3	Quarterly
479046	SOCIAL SVC 18-B	Quarterly
Z55020	OLD COURT 2-B	Quarterly
Z55034	INDEPENDENCE 5A	Quarterly
Z54997	NEW COURT 1-E	Quarterly
249184	ELV 5	Quarterly
D91654	ELECTIONS LIFT	Quarterly
Z55012	JAILHP11-1,7395	Quarterly
Z54995	NEW COURT 1-C	Quarterly
Z55006	HEALTH 13 A	Quarterly
Z55018	GREENE ST 12-B	Quarterly
Z54999	COURT HP 10-B	Quarterly



Z55001	COURT HP 10-D	Quarterly
Z55005	HEALTH 13 C	Quarterly
F19010	RUSSEL 3 STOP	Quarterly
Z54993	NEW COURT 1-A	Quarterly
Z55013	JAIL HP 11-2	Quarterly
Z55003	EMS 15-A	Quarterly
H01318	ELV 2	Quarterly
737843	ELV 3, 691-8099	Quarterly
Z54994	NEW COURT 1-B	Quarterly
Z55009	HEALTH HP 8-A	Quarterly
737841	ELV 2	Quarterly
Z55017	GREENE ST 12-A	Quarterly

## 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 continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or, terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware; (viii) to replace or repair any non-internet of things equipment more than twenty (20) years and one calendar day from the original installation date; (ix)

to repair or replace any internet of things hardware product or component capable of being connected to the internet or having an IP address more than ten (10) years and one calendar day from the original installation date, and specific to any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED up to and no more than one (1) year and one calendar day from the original installation date; (x) to provide reconditioned or used parts; (xi) 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.

## **APPLICABLE CODE AND VIOLATIONS**

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Otis' work shall be performed in accordance with the applicable law, code, or regulation in effect on the date that Otis submitted to you its initial proposal and not any subsequently changed, amended, altered, or implemented law, code, or regulation.

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 agree not to permit others to make alterations, additions, adjustments, or repairs to the equipment without first notifying us.



## 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.

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

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to undertake best efforts to assign the contract to the new owner or successor of the building.

### **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.

<p align="center"><b>OTIS ELEVATOR COMPANY</b> ("Provider")</p> <p align="center"><b>ACKNOWLEDGMENT</b></p> <p align="center">MAINTENANCE</p>	Contract Number: <b>90007368</b>
	Acknowledgment Date: <b>November 7, 2025</b>
<p align="center"><b>Thank you for your order.</b></p> <p align="center">Please refer to our contract number in all correspondence. Address all inquiries to: <b>OTIS ELEVATOR COMPANY</b></p>	<p>Sold To: <b>Guilford County North Carolina</b> ("County" or "you")</p>
	<p>Job Location: <b>Jobsite locations as specified in Guilford County bid #: 20262</b></p>

Thank you for allowing Provider the opportunity to do business with you. Provider's agreement to provide labor, services, and materials (collectively, the "Work") is conditioned by the following terms in this document (hereinafter called, the "Acknowledgment") which is incorporated herein by reference and made a part of the contract between Provider and County. Collectively, the Acknowledgment and any other contract document agreed to between Provider and County for the Work are hereinafter referred to as the "Contract". In the event of conflict between this Acknowledgment and any other document, the **terms of this Acknowledgment shall control**. References to specific sections or articles below, if any, are not meant to limit the applicability of such modifications to only such sections or articles, to the extent that the modifications apply to other sections or articles of the Contract.

Notwithstanding any other provision to the contrary (including without limitation provisions regarding order of precedence) whether in this document or any other contract document, Provider's Work shall be performed in accordance with the applicable law, code, or regulation (collectively "Code") in effect on the date that Provider submitted to you it's initial proposal and not any subsequently changed, amended, altered, or implemented Code.

**CONTRACT 90007368**

**Article 7, Article 8; and RFP 20262 – Article II – Terms of Contract (A):**

Either party may terminate the Contract for any reason without penalty upon ninety (90) days written notice to the other party. The County may, however, by written notice to Provider, terminate the Contract if Provider fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the County specifying in detail such failure.

In the event that the County sells the building or its interest is terminated prior to the expiration of the Contract, County agrees to assign the Contract to the new owner or successor and to cause the new owner to assume County's obligations under the Contract. If the new owner or successor fails to assume County's obligations under the Contract, then County agrees to pay to Provider all sums due for the unexpired term on an accelerated basis.

**Article 15**

Notwithstanding any other provision to the contrary, Provider shall not be liable for any loss, damage or delay nor be found to be in default or breach due to any cause beyond it's reasonable control including, but not limited to, acts of God or nature; fire; explosion; theft; floods; water; weather; traffic conditions; transportation, material or labor disruptions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; cyber-security; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse/abuse/neglect/mischief by you or others, or work performed by you or others resulting in loss, damage or delay (collectively "Causes Beyond Provider's Reasonable Control"). Provider shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Provider's Reasonable Control.

**Article 17; and Qualifications and Submission Requirements – Tab 8 – First Point:**

Notwithstanding anything to the contrary, Provider will supply an insurance certificate evidencing the insurance carried by Provider conditioned on the understanding that it represents full compliance with all insurance requirements applying to Provider under the Contract and for the Work. Provider does not provide copies of its insurance policies, certified or otherwise, does not waive subrogation and does not add others as additional insured. All limits and values related to coverage if any is provided to County shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an



occurrence basis. Coverage Limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of including parties as an additional insured, such parties shall be named on a separate Owner's and Contractor's Protective Liability Policy (OCP) with limits of \$2,000,000.

Provider does not waive its rights to immunity under worker's compensation, disability or employee benefits acts or laws.

#### **RFP 20262 - ELEVATOR MAINTENANCE & REPAIR SERVICE:**

##### **Article IV: and Qualifications and Submission Requirements – Tab 6:**

The materials and components that comprise Provider's products are procured from a variety of sources located throughout the world, which allows Provider to provide Provider's customers with high quality equipment at competitive prices, but limits Provider's ability to meet certain percentages of M/W/DBE set aside goals. Provider is committed to achieving diversity within Provider's workforce and in Provider's supply base, however, Provider cannot commit to specific set aside targets in the Contract, but Provider will make good faith efforts.

##### **Scope of Work - Article 2.0 – First Para, Article 2.1 – Seventh Para:**

Provider agrees to abide by County's safety policy and other policies as long as said policy(ies) are not in conflict with Provider's safety policy(ies) or Provider's agreement with the IUEC.

County agrees to provide Provider with unrestricted ready and safe access to all areas in which any Work is performed and to keep all machine rooms and pit areas free from water, stored materials and excessive debris, waste, or hazardous materials. Further, County shall prohibit others from interfering with Provider's Work.

If County is aware of an elevator or escalator malfunctioning or in a dangerous condition, County agrees to immediately notify Provider using the 24 hour OTISLINE service. Until such condition is corrected, County agrees to keep the elevator or escalator removed from operation and take all reasonable steps to prevent unauthorized access or use. Further, County shall be responsible for posting warnings in connection with such units.

In the interest of safety, County will not allow others to do any alternations, additions, adjustments, or repairs to the equipment that is being maintained by Provider during the term of the Contract. To the extent that County intends to have others furnish labor, services, or materials that are outside the scope of Work that Provider is providing to County pursuant to the Contract, prior to any such out of scope work by others, County shall give Provider reasonable prior notice, in writing, of any such intended out of scope work. If any out of scope work performed by others renders any equipment or area, in Provider's opinion, unsafe (hereinafter, an "Unsafe Condition") then County agrees that Provider is excused, without default or penalty against Provider, from having to continue to provide Work to the affected equipment or area until such Unsafe Condition is corrected at no cost to Provider.

##### **Scope of Work - Article 2.3:**

Provider agrees to remove from the project any of our workers upon your request demonstrating good cause related to job site deportment or job proficiency.

##### **Scope of Work - Article 2.7 – Overtime:**

Should Provider agree to work overtime, at the request/approval of the County, the County agrees to pay Provider's overtime premium wages.

##### **Scope of Work - Article 2.8:**

Provider supports County's efforts to maintain a safe and productive work environment; however, Provider's collective bargaining agreement with the IUEC prohibits Provider from completing background checks, searches, or tests on Provider employees in the IUEC bargaining unit. Therefore, Provider cannot agree to authorize any party to complete criminal background checks, searches, or tests on any Provider employees. Provider will request IUEC represented employees furnishing Work for County to agree to voluntarily submit to a criminal background check and agrees not to staff with employees who do not consent to same to the extent that County requires background checks. County agrees to pay any and all costs associated with obtaining criminal background checks conducted. Subject to the forgoing,

##### **Scope of Work - Article 3.4:**

Repair or replacement of parts no longer produced or readily available are specifically excluded under the coverage of the Contract. Current wiring diagrams reflecting all changes for non-Provider equipment covered by this Contract will be provided by County but will remain County's property.

##### **Scope of Work - Article 3.10:**

Provider is not required to:

- alter, update, modernize or install new attachments to any units, whether or not recommended or directed by insurance companies or governmental authorities;
- conduct any tests other than those expressly provided for in the Contract;
- make any replacements with parts of a different design or type;
- make any changes to the existing design of the equipment;
- make any repairs or replacements necessitated by failures or due to tests required by authorities;
- make any replacement, renewal, or repair necessitated by an obsolete or discontinued part.

Provider is not responsible for:

- 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, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Provider;
- instructions or warnings in connection with use by passengers.

No Work or service other than that specifically mentioned is included or intended.

It is agreed that Provider does not take possession of the elevator or escalator units and that such units remain yours solely either as owner, or as operator, lessee, or agent of owner or lessee.

#### **Scope of Work - Article 3.15:**

Provider will not be required to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

#### **IN GENERAL:**

#### **INDEMNITY & MUTUAL LIMITATION OF LIABILITY**

Provider agrees to indemnify County for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Provider's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Provider's duty to indemnify does not include a duty to defend during the pendency of any claim or action.

Under no circumstances shall either party be liable for special, indirect, consequential or liquidated damages of any kind including, but not limited to, loss of goodwill, loss of business opportunity, additional financing costs or loss of use of any equipment or property. This limitation of liability also applies to indemnity of third-party claims.

#### **WARRANTY**

Provider's warranty is limited to the repair or replacement, at Provider's discretion, of defective materials and the correction of defective workmanship furnished by Provider within a reasonable time for defects that are reported to Provider during the term of the Contract provided all payments due under the terms of the Contract have been made in full. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Provider's Reasonable Control. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **ASBESTOS**

County agrees to immediately notify Provider if County is aware or becomes aware of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Provider's personnel are or may be required to perform services. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, County agrees to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Provider shall be entitled to (i) delay its Work until it is determined to Provider's satisfaction that no hazard exists and (ii) compensation for delays encountered.

#### **TOOLS**

County shall not have the right to take possession of Provider's tools, machinery or equipment unless County has paid in full for such items and Provider has expressly agreed to the sale of such items in writing.

## **AUDITS**

Provider does not agree to any inspection, audit, or copy of any of Provider's confidential, proprietary, or trade secret information, data, or documents including, without limitation, financials.

## **CONFIDENTIALITY**

The Contractor acknowledges that all materials submitted to or generated under this Contract are public records within the meaning of N.C. Gen. Stat. § 132-1, unless an exception applies under North Carolina law. The Contractor shall be solely responsible for clearly marking each individual page, document, or specific portion of any material that it contends contains trade secrets or confidential proprietary information as defined by N.C. Gen. Stat. § 132-1.1. Such marking shall be made at the time the information is provided to the County and must identify with particularity the portions of the material claimed to be confidential.

The County shall rely upon the Contractor's designation and shall not be required to independently determine whether any material is entitled to protection under N.C. Gen. Stat. § 132-1.1. The failure of the Contractor to properly mark information as confidential in accordance with this provision shall constitute a waiver of any claim that such information is exempt from public disclosure under Chapter 132 of the North Carolina General Statutes.

In the event of a public records request under N.C. Gen. Stat. § 132-6 for materials marked confidential, the County shall provide notice to the Contractor and allow the Contractor, at its own expense, to take appropriate action to defend the confidentiality of the information in accordance with N.C. Gen. Stat. § 132-1.1.

## **SOFTWARE**

Provider shall exclusively own all intellectual property rights, title, and interest in (i) all Provider's goods, services, and software, as well as any and all intellectual property conceived and/or developed by Provider in the course of its Work for County. The County agrees to keep any Provider software resident in the Provider's goods or services in confidence as a trade secret for Provider and will not permit others to examine, copy, disclose, disassemble, modify, or reverse engineer Provider's equipment, services or software for any purpose whatsoever. Provider hereby grants to County a limited, non-exclusive right and license to use Provider's intellectual property as embodied in Provider's goods, services, and software exclusively in connection with and at the physical location where such goods, services, or software are delivered under the Contract. Use of such software for any other purpose is prohibited. Work for Hire provision(s), if any, shall apply only to the extent the information, services, goods, or other items referenced in such provision(s) are specifically developed by Provider solely for County's exclusive use only (and no other customer of Provider) and County was expressly contemplated to be the exclusive owner of such information under a separate written agreement. Provider will supply an owner's manual with instructions on how to operate and maintain the equipment. Provider will not supply any additional information such as internal, confidential, or proprietary information of Provider including internal manuals, manufacturing drawings, or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Provider Peripherals") which Provider may use or install to deliver service under the Contract remains Provider's property, solely for the use of Provider's employees. Provider Peripherals are not considered as part of the equipment. If the Contract is terminated for any reason, Provider shall be given access to the premises to remove the Provider Peripherals at Provider's expense.

## **SOFTWARE OBSOLESCENCE**

To continue supporting, patching, or upgrading software and any associated hardware where the original supplier of such software and any associated hardware no longer sells the software as new and/or terminates support, patches or upgrades of and/or access to such software, there is an inability to expand or renew licensing agreements, more technologically advanced hardware is available, and/or other changes/upgrades to the overall system render obsolete the functionality of the original software or do not allow the software to execute correctly on the hardware.

## **DATA OWNERSHIP**

The following data shall remain the property of Provider: (i) all data related to and generated by the Provider Peripherals, (ii) all data generated by Provider remote diagnostics, service diagnostic and predictive analytical tools, and (iii) anonymized aggregated data derived from any data collected by the Provider Peripherals that cannot reasonably be manipulated to identify any individual.

## **DATA PRIVACY**

The Work and/or Provider Peripherals provided under the Contract may result in the collection of personal identifiable information. When a party provides to the other party such personal identifiable information, both parties will comply with all applicable data privacy laws in the collection, processing and transfer of such information and will only use such personal information for completing the Work or supporting the Provider Peripherals and for no other purposes.

## **THIRD PARTIES**

Provider is not obligated to contract with any 3rd party vendors (e.g. insurance compliance vendors, payment processing vendors, etc.), or to comply with or execute any 3rd party vendor forms, terms and conditions, or agreements regarding County's vertical transportation

equipment or Provider's performance under the Contract. While Provider is not obligated, to the extent that Provider works with any such 3rd party vendor, it will be for administrative purposes only and any costs associated will be passed through to County. In the event of any conflict, ambiguity, or inconsistency between the terms and conditions of the Contract and any 3rd party vendor agreement, form, or terms and conditions, the Contract shall prevail.

**TAX STATUS**

To the extent applicable, if Provider's quoted price is based, in part, on County's tax exemption status, but County fails to furnish a valid tax exemption certificate to Provider or such tax exemption status is either inapplicable, invalid, incorrect, or otherwise not accepted by the appropriate taxing authority, then County agrees the quoted price shall be increased to be inclusive of the required tax amount.

**LEED**

Provider will make good faith efforts to satisfy LEED requirements, if any, but cannot guarantee compliance with any specific requirements or status certification.

# GUILFORD COUNTY, NORTH CAROLINA

## Request for Guilford County Elevator Maintenance & Repair Services Provider QUALIFICATIONS

### Information about the Supplier

- I. Firm Name Otis Elevator Company
- II. Legal Name (if different) Otis Worldwide Corporation
- III. Years in Business 171
- IV. Number of years providing similar services 168
- V. Contact Person Andrew Babkiewicz
- VI. Full Mailing Address 1208 E Mountain St. Suite E Kernersville, NC 27284
- VII. Telephone Number 704-724-4878
- VIII. Fax Number \_\_\_\_\_
- IX. Email address of contact person andrew.babkiewicz@otis.com
- X. Number of full time employees 71,000 worldwide. 50 locally.
- XI. Name and experience of proposed point of contact for this project

Andrew Babkiewicz. Andrew has been in the industry for roughly three years. He is currently the local account manager for Guilford County and works closely with Karen Lenza and our service team on the day to day occurrences of Guilford County. Andrew began working with Otis in our repair sales department. Learning and understanding the ins and outs of elevator maintenance and its importance. Since then Andrew has transitioned into a Client Relationship role and acts as the direct point of contact for contract related inquiries for over 800 elevators in Eastern North Carolina.

Building	Address	Onsite Elevator/Equipment	Year 1 Monthly Cost	Year 1 Total Cost (7/1/2025 - 6/30/2026)	Year 2 Monthly Cost	Year 2 Total Cost (7/1/2026 - 6/30/2027)	Year 3 Monthly Cost	Year 3 Total Cost (7/1/2027 - 6/30/2028)	Year 4 Monthly Cost	Year 4 Total Cost (7/1/2028 - 12/31/2028)
Behavioral Health Center	931 Third St., Greensboro, NC	Left Passenger	\$ 187.31	\$ 2,247.72	\$ 196.68	\$ 2,360.11	\$ 206.51	\$ 2,478.11	\$ 216.83	\$ 1,301.01
		Right Passenger	\$ 187.31	\$ 2,247.72	\$ 196.68	\$ 2,360.11	\$ 206.51	\$ 2,478.11	\$ 216.83	\$ 1,301.01
Department Health Human Services	1203 Maple St., Greensboro, NC	Left Passenger	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Right Passenger	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Freight	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
Edgeworth Bldg	232 N. Edgeworth St., Greensboro, NC	Passenger	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
EMS Meadowood	1002 Meadowood St., Greensboro, NC	Passenger	\$ 119.20	\$ 1,430.40	\$ 125.16	\$ 1,501.92	\$ 131.42	\$ 1,577.02	\$ 137.99	\$ 827.93
Greene St. Building	201 S. Greene St., Greensboro, NC	Passenger	\$ 178.23	\$ 2,138.76	\$ 187.14	\$ 2,245.70	\$ 196.50	\$ 2,357.98	\$ 206.32	\$ 1,237.94
		Freight	\$ 178.23	\$ 2,138.76	\$ 187.14	\$ 2,245.70	\$ 196.50	\$ 2,357.98	\$ 206.32	\$ 1,237.94
Greensboro Courthouse	201 S. Eugene St., Greensboro, NC	Left Passenger	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
		Right Passenger	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
		Middle Passenger	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
		Judges'	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
		Inmate	\$ 176.19	\$ 2,114.28	\$ 185.00	\$ 2,219.99	\$ 194.25	\$ 2,330.99	\$ 203.96	\$ 1,223.77
Greensboro Detention Center	201 S. Edgeworth St., Greensboro, NC	Passenger/Inmate	\$ 313.93	\$ 3,767.16	\$ 329.63	\$ 3,955.52	\$ 346.11	\$ 4,153.29	\$ 363.41	\$ 2,180.48
		Passenger/Inmate	\$ 313.98	\$ 3,767.76	\$ 329.68	\$ 3,956.15	\$ 346.16	\$ 4,153.96	\$ 363.47	\$ 2,180.83
		Passenger/Inmate	\$ 319.68	\$ 3,836.16	\$ 335.66	\$ 4,027.97	\$ 352.45	\$ 4,229.37	\$ 370.07	\$ 2,220.42
		Passenger/Inmate	\$ 323.57	\$ 3,882.84	\$ 339.75	\$ 4,076.98	\$ 356.74	\$ 4,280.83	\$ 374.57	\$ 2,247.44
		Passenger/Inmate	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Passenger/Inmate	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
Health Dept	1100 Wendover, Ave., Greensboro, NC	Left Passenger	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Right Passenger	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Dumbwaiter	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
High Point Courthouse	505 E. Green Dr., High Point, NC	Left Passenger	\$ 114.09	\$ 1,369.08	\$ 119.79	\$ 1,437.53	\$ 125.78	\$ 1,509.41	\$ 132.07	\$ 792.44
		Right Passenger	\$ 114.09	\$ 1,369.08	\$ 119.79	\$ 1,437.53	\$ 125.78	\$ 1,509.41	\$ 132.07	\$ 792.44
		Judges'	\$ 114.09	\$ 1,369.08	\$ 119.79	\$ 1,437.53	\$ 125.78	\$ 1,509.41	\$ 132.07	\$ 792.44
		Inmate	\$ 114.09	\$ 1,369.08	\$ 119.79	\$ 1,437.53	\$ 125.78	\$ 1,509.41	\$ 132.07	\$ 792.44
High Point Detention Center	507 E. Green Dr., High Point, NC	Visitor	\$ 177.10	\$ 2,125.20	\$ 185.96	\$ 2,231.46	\$ 195.25	\$ 2,343.03	\$ 205.02	\$ 1,230.09
		Left Inmate	\$ 177.10	\$ 2,125.20	\$ 185.96	\$ 2,231.46	\$ 195.25	\$ 2,343.03	\$ 205.02	\$ 1,230.09
		Right Inmate	\$ 177.10	\$ 2,125.20	\$ 185.96	\$ 2,231.46	\$ 195.25	\$ 2,343.03	\$ 205.02	\$ 1,230.09
High Point Health Dept	501 E. Green Dr., High Point, NC	Passenger	\$ 114.09	\$ 1,369.08	\$ 119.79	\$ 1,437.53	\$ 125.78	\$ 1,509.41	\$ 132.07	\$ 792.44
High Point Mental Health Building	211 S. Centennial St., High Point NC	Passenger	\$ 124.34	\$ 1,492.08	\$ 130.56	\$ 1,566.68	\$ 137.08	\$ 1,645.02	\$ 143.94	\$ 863.63
Independence Building	400 W. Market St., Greensboro, NC	Left Passenger	\$ 178.23	\$ 2,138.76	\$ 187.14	\$ 2,245.70	\$ 196.50	\$ 2,357.98	\$ 206.32	\$ 1,237.94
		Right Passenger	\$ 178.23	\$ 2,138.76	\$ 187.14	\$ 2,245.70	\$ 196.50	\$ 2,357.98	\$ 206.32	\$ 1,237.94
Old Courthouse	301 W. Market S., Greensboro, NC	Left Passenger (Small)	\$ 182.04	\$ 2,184.48	\$ 191.14	\$ 2,293.70	\$ 200.70	\$ 2,408.39	\$ 210.73	\$ 1,264.40
		Right Passenger (Large)	\$ 153.26	\$ 1,839.12	\$ 160.92	\$ 1,931.08	\$ 168.97	\$ 2,027.63	\$ 177.42	\$ 1,064.51
		Elevator Lift (Elections)	\$ 103.31	\$ 1,239.72	\$ 108.48	\$ 1,301.71	\$ 113.90	\$ 1,366.79	\$ 119.59	\$ 717.57
Otto Zenke Building	400 W. Washingtons St., Greensboro, NC	Passenger	\$ 113.21	\$ 1,358.52	\$ 118.87	\$ 1,426.45	\$ 124.81	\$ 1,497.77	\$ 131.05	\$ 786.33
Russell Ave Building	325 Russell Ave., High Point, NC	Passenger (DSS)	\$ 115.79	\$ 1,389.48	\$ 121.58	\$ 1,458.95	\$ 127.66	\$ 1,531.90	\$ 134.04	\$ 804.25
		Passenger (Tax/ROD)	\$ 115.79	\$ 1,389.48	\$ 121.58	\$ 1,458.95	\$ 127.66	\$ 1,531.90	\$ 134.04	\$ 804.25
Trust Building	201 W. Market St., Greensboro, NC	Left Passenger	\$ 114.66	\$ 1,375.92	\$ 120.39	\$ 1,444.72	\$ 126.41	\$ 1,516.95	\$ 132.73	\$ 796.40
		Right Passenger	\$ 113.52	\$ 1,362.24	\$ 119.20	\$ 1,430.35	\$ 125.16	\$ 1,501.87	\$ 131.41	\$ 788.48
TOTAL ANNUAL COST:			\$ 6,689.99	\$ 80,279.88	\$ 7,024.49	\$ 84,293.87	\$ 7,375.71	\$ 88,508.57	\$ 7,744.50	\$ 46,467.00

Billing Rates for work Outside of Scope	
Regular Time (Mechanic)	\$ 510.00
Premium Time (Mechanic)	\$ 615.00
Overtime (Mechanic)	\$ 1,020.00

**FORM #4  
SELF PERFORMANCE  
AFFIDAVIT B  
Attach To Proposal**

Affidavit of Otis Elevator  
(Name of Bidder/Proposer)

I hereby certify that it is our intent to perform 100% of the work required for the contract:  
Guilford County Elevator Maintenance & Repair Service  
(Name of Project)

In making this certification, the Bidder/Proposer states that the Bidder/Proposer does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

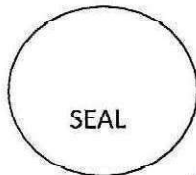
The Bidder/Proposer agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder/Proposer agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder/Proposer to the commitments herein contained.

Date: 4/22/2025 Name of Authorized Officer: Patrick Franz

Signature: [Signature]

Title: General Manager

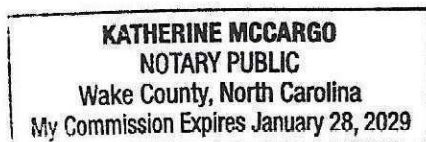


State of NC, County of Wake

Subscribed and sworn to before me this 22 day of Apr 2025

Notary Public Katherine McCargo

My commission expires 1-28-29





NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

( ) SS.  
COUNTY OF ( )

I, Patrick Franz, of Otis  
Elevator Company, In the County of Wake and the State of  
North Carolina, of full age, being duly sworn according to law on my  
oath depose and say that:

I am Patrick Franz, of the firm of  
Otis Elevator Company, making the Proposal for the  
above- named authority.

My submission of a response to this event certifies that I agree to the non-collusion agreement  
contained below:

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

Otis Elevator Company

(Name of Contractor)

Patrick Franz General Manager 4.17.2025  
Signature (Type or Print Name) Title Date

Subscribed and sworn to before me on this 17 day of April, 2025.

Katherine McCargo Katherine McCargo  
Signature (Type or Print Name)

Notary Public of the State of NC My

Commission expires 1-28, 2029

KATHERINE MCCARGO  
NOTARY PUBLIC  
Wake County, North Carolina  
My Commission Expires January 28, 2029



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

\*\*\*\*\*

I, Patrick Franz (the individual attesting below), being duly authorized by and on behalf of  
Otis Elevator Company (the responding entity hereinafter "Employer") after first being duly sworn hereby  
swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

a. YES ☒ : or,

b. NO ☐

4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 17 day of April, 2025.

[Signature]  
Signature of Affiant

Print or Type Name: Katherine McCargo State of

North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 17<sup>th</sup>

day of April, 2025.

My Commission Expires:

1-28-29 [Signature]

Notary Public

(Affix Official/Notarial Seal)

**KATHERINE MCCARGO**  
**NOTARY PUBLIC**  
Wake County, North Carolina  
My Commission Expires January 28, 2029