

CONTRACTOR: KONE Inc.
CONTACT PERSON: Ryan Wheatley
ADDRESS: 14737 NE 87th Street. Redmond, WA 98052
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: #36-2357423/J409-009-297
TELEPHONE/FAX NUMBER: 425-861-9696/425-861-9888

COUNTY DEPT: Facilities Management
DEPT. CONTACT PERSON: Cindy Hart
TELEPHONE/FAX NUMBER: 425-388-3320

PROJECT: Elevator Maintenance Services
AMOUNT: \$596,797.38
FUND SOURCE: 5115180314831
5115180214834

CONTRACT DURATION: Contract execution - December 31, 2018,
unless extended or renewed pursuant to
Section 2 hereof

CONTRACT FOR ELEVATOR MAINTENANCE SERVICES

THIS CONTRACT (the "Contract") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and KONE Inc. (the Contractor). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Contract; Scope of Services. The purpose of this Contract is for full service elevator maintenance for designated county elevators. This Contract is the product of County RFP No. 020-13, issued on October 9, 2013 amended on October 30, 2013, and Kone, Inc.'s response dated November 8, 2013 (collectively referred to as "RFP No. 020-13"). A copy of RFP No. 020-13 is attached as Schedule A, and is hereby incorporated by reference. The elevator maintenance services ("Maintenance Services") to be performed by the Contractor are described in Schedule A, Section 3, "Scope of Work."

The Maintenance Services shall be performed in accordance with the requirements of this Contract and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Contract. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Contract in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Contract as the County may request.

2. Term of Contract; Time of Performance. This Contract shall be effective upon mutual execution by the parties (the "Effective Date") and shall terminate on December 31, 2018, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to five (5) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work on the Effective Date, HOWEVER, the County's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for Maintenance Services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Contract.

b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule B attached hereto and by this reference made a part of this Contract.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. For repair work, the Contractor shall submit properly executed invoices to the County. Each repair invoice shall include an itemization of the dates on which services were provided, including the number of hours, labor rate, parts and mark up percentage and a brief description of the work performed on each such date. Subject to Section 8 of this Contract, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable Contractors. Invoices are processed for payment by Finance two times a week for Contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Contract, all fees and expenses included, shall not exceed \$596,797.38 for the initial term of this Contract (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that the Contractor will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Contract (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent Contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Contract. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and

absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Contract.

6. Changes. No changes or additions shall be made in this Contract except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Contract.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Contract shall be:

Name: Cindy Hart
Title: Deputy Director Facilities Management
Department: Facilities Management
Telephone: (425) 388-3320
Email: cindy.hart@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Contract. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Contract, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Contract, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Contract without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Contract to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Contract.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Contract by the Contractor. The County or any of its duly authorized

representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Contract for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Contract, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Contract are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractor, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Neither party shall liable for consequential damages.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Contract.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Contract, and maintain for the duration of this Contract, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the

services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Contract;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverage's required in this Contract for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractor. The Contractor shall include all subcontractor as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

f. Insurance review. In consideration of the duration of this Contract, the parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the Contract and the end of each successive five (5) year period thereafter.

Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the KONE Inc. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Contract constitutes a certification by the Proposer of the Proposer's compliance with the requirements of Chapter 2.460 SCC. If the Proposer is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Contract or Chapter 2.460 SCC, this Contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Proposer's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Contract, and that it shall not during the term of this Contract, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Contract without liability.

16. Prevailing Wage. The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of chapter 39.12 RCW, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Contract.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Contract as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Contract (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Contract.

22. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Contract, or to exercise any option conferred by this Contract, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Contract upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Contract prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Proposer provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Contract. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Contract.

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Facilities Management
 3000 Rockefeller, m/s 404
 Everett, Washington 98201
 Attention: Cindy Hart
 Facilities Management

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, Washington 98201
 Attention: Cathy Robinson
 Purchasing Manager

If to the Contractor: KONE Inc.
 14737 NE 87th Street
 Redmond, WA 98052
 Attention: Ryan Wheatley

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Contract. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Contract. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Contract and all public records associated with this Contract shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Cooperative Purchasing. The Contractor agrees to make the same bid terms and price available to other public agencies that are eligible for cooperative purchasing pursuant to RCW 39.34.030. The contracting public agency accepts all responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of that public agency. The County will not accept responsibility for any purchase or orders requested by other public agencies.

27. As required by RCW 39.12.030, the Contractor and all subcontractors' providing elevator Maintenance Services pursuant to this Contract must pay prevailing wages as established by the Washington State Department of Labor and Industries (DOL). The Contractor agrees to obtain the rates from DOL using the RFP No. 020-13 due date and a Snohomish County, WA, location.

28. Interpretation. This Contract and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Contract shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Contract are used only for convenience and are not intended to affect the interpretation of the provisions of this Contract. This Contract shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

29. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. RFP No 020-13 and the Contractor's response are incorporated herein. To the extent of any inconsistency among this Contract, the RFP and the Contractor's response, this Contract shall

govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

30. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Contract, the text or main body of this Contract shall prevail.

31. No Third Party Beneficiaries. The provisions of this Contract are for the exclusive benefit of the County and the Contractor. This Contract shall not be deemed to have conferred any rights, express or implied, upon any third parties.

32. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Snohomish County.

33. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

34. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of the County or the Contractor, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of the County or the Contractor, as the case may be.

35. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive.

36. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Contract.

SNOHOMISH COUNTY:

[Signature] 4/28/14
County Executive Date
MARK ERICKS
Deputy County Executive

Approved as to insurance and indemnification provisions:

[Signature] 4/11/14
Risk Management Date

Approved as to form only:

[Signature] 4/10/14
Deputy Prosecuting Attorney

KONE, Inc:

[Signature]
4-8-14 Date
Jeff Blum - Senior Vice President
KONE 40129959

Approved as to form only:

Legal Counsel to the Contractor Date

COUNCIL USE ONLY
Approved: 4-21-14
Docfile: D-2

Schedule A

RFP No. 020-13



The County

Purchasing Division

(425) 388-3344

purchasing@co.snohomish.wa.us

REQUEST FOR PROPOSAL

RFP Number: 020-13

Advertised Date: October 9, 2013

**REQUEST FOR PROPOSAL (RFP) TITLE:
Elevator Maintenance, Term Contract**

DUE DATE: November 8, 2013 - 3:00 p.m. Exactly, Pacific Local Time

BUYER: Don Wolfe, DWolfe@snoco.org, (425) 388-3453

ALTERNATE BUYER: Kathy Jones, Kathy.Jones@snoco.org, (425) 388-3780

Pre-proposal Conference:

A pre-proposal conference to discuss questions related to this RFP and site tour will be held at 9:00 a.m. Friday, October 18, 2013.

Proposers will meet at the Information Desk on the First Floor of the County Administration Building East (Robert J. Drewel Building) 3000 Rockefeller Avenue, Everett, Washington 98201.

Sealed Proposals are hereby solicited and will only be received by:

The County Purchasing Division
Robert J. Drewel Building, 6th Floor
3000 Rockefeller Avenue, M/S 507
Everett, WA 98201
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

We acknowledge that all Addenda __ through __ issued for this RFP have been examined as part of the proposal documents.

Company

Address: _____ City/State/Zip _____

Signature: _____ Authorized Representative / Title (Please Print Name and Title): _____

E-mail: _____ Phone: _____ Fax: _____

The following information is optional:

Is your firm a:

Minority Business Enterprise (MBE) Yes No

Women Business Enterprise (WBE) Yes No

Disadvantaged Business Enterprise (DBE)?
 Yes No

Do you have a certification number?

Yes No


If yes, please provide certification number and state or entity who issued the number:

Certification No.: _____

State or Entity Issued: _____

PROPOSAL LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED PROPOSAL ENCLOSED			
Do Not Delay – Deliver Immediately			
U R G E N T		The County Purchasing Division Robert J. Drewel Building, 6 th Floor M/S 507 3000 Rockefeller Avenue Everett, WA 98201	
		RFP No.:	020-13
		RFP Title:	Elevator Maintenance, Term Contract
		Due Date:	
		Proposer:	
			U R G E N T

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SECTION 1 PROPOSAL PREPARATION

1.1 Proposal Submission

Proposers are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed proposals shall contain all required attachments and information and be submitted to The County (hereinafter "County") no later than the date, time and place stated on the front of this RFP or as amended. The proposals shall show the title and number, the due date specified, and the name and address of the Proposer on the face of the envelope.

Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. Hand delivered proposals will not be accepted at any other county location other than the County Purchasing Division. The Proposer accepts all risks of late delivery of mailed proposals or of misdelivery regardless of fault. Late proposals will not be accepted.

Proposals will only be accepted from Proposers able to complete the delivery of goods or services described in the scope of work and/or specifications. Joint ventures shall submit one proposal for the team, with accompanying proof of the joint venture Contract.

If a company chooses not to submit a proposal, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFP and state the reason they did not submit a proposal.

1.2 Electronic Commerce and Correspondence

The County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the County Internet Web Site, located at:

<http://www1.co.snohomish.wa.us/Departments/Finance/Divisions/Purchasing/>

Current bidding opportunities and information are available by accessing the "**View all Current Opportunities for The County Business**".

Documents that are not downloadable may be requested by contacting the Purchasing Division at: purchasing@co.snohomish.wa.us or (425) 388-3344.

The County Purchasing Division features an Online Vendor Reference List program that permits vendors, consultants and Proposers to register their business with the County. This program allows interested parties to directly register their firm to receive information regarding bid documents.

After submittals have been received, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

1.3 Late Proposals

Proposals, modifications of proposals, received at the office designated in the solicitation after the exact hour and date specified for receipt will not be accepted.

1.4 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting proposals prior to the date and time established for submittal.

1.5 Proposal Signature

Each proposal shall include a completed Proposal response form, the first page (cover page) of this document, signed by an authorized representative of the Proposer.

1.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written Addendum to the RFP. Proposers must register for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer's responsibility to check for addenda and other new documents on-line.

1.7 Communications, Questions and Interpretation of the RFP

A. No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer no later than date specific in Section 1.8 below or as extended per addendum. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum.

B. A blackout period is established between the time a solicitation is issued by the County and the time the County awards the contract. After the issuance of any solicitation, all bidders, proposers, Proposers, consultants or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official or representative at any time during the blackout period. Communications concerning this RFP with other than the listed Buyer or Purchasing staff may cause the Proposer to be disqualified.

1.8 Schedule

Month/Day/Year	Event
October 9, 2013	Public announcement of Request for Proposals
October 16, 2013	Deadline for Questions for Pre-proposal Conference
October 18, 2013	Pre-proposal Conference, 9:00 a.m. Pacific Local Time
October 29, 2013	Question Deadline, 3:00 p.m. Pacific Local Time
November 8, 2013	Proposals due, 3:00 p.m., Pacific Local Time
November 11, 2013	*Begin Evaluation of Proposals
November 18, 2013	*Begin Interviews, If applicable
November 25, 2013	*Begin Negotiations
December 11, 2013	*Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.9 Pre-proposal Conference

A pre-proposal conference will be held at the time, date and location indicated on the cover page of the RFP. All prospective Proposers' are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of

this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-proposal conference also.

1.10 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.11 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted at no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

1.12 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

At any time before the time and date set for submittal of proposals, a Proposer may submit a modification of a proposal previously submitted to the County. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Proposals may be withdrawn by written notice received prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a Proposer or authorized representative provided their identity is made known and they sign a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of proposals. All requests for modification or withdrawal of proposals, whether in person or written, shall not reveal the amount of the original proposal.

1.13 Proposal Withdrawal After Opening

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered to the County within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence, create no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.14 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.15 Proposal Content Requirements

A. The proposal shall contain the following items and follow the exact sequence outlined below:

Section 1 - Instructions and Information about the RFP Process

RFP Cover sheet with Proposer's Signature

Internal Revenue Service Form W-9

Executive Summary, limited to two pages. Introduce your organization, describe your understanding of the project and its goals, and identify the reasons The County should select your proposals.

Section 2 – Proposal Requirements (Scope of Work):

Proposer's Response to RFP Scope of Work and Price Proposal and Evaluation Criteria.

Section 3 - Contract:

Identify any exceptions to terms and conditions and attachments with a signed letter from an attorney or authorized representative. An authorized representative is one who can negotiate and legally execute a contract on behalf of the proposer. See Section 1.16 Acceptance of Contract, Attachment and Addenda.

Section 4 - Supplemental Information:

Additional brochures, booklets or other sales materials that are not specifically requested in this RFP may be submitted in this section and labeled as 'Supplemental Information'.

B. Submit one (1) original and three (3) copies of the proposal and attachments. The original shall be marked ORIGINAL and shall be unbound (no binder or comb binding – binder clips and/or rubber bands may be used).

1. Proposers shall submit with their submittal an exact duplicate of the original submittal, on compact disk(s) or USB Flash Drive in Adobe Acrobat™ format, plus one (1) disk for drive in native format. Proposers shall label the format on each disk/drive.

1.16 Compliance with RFP Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following –
 - Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
 - Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if

deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.17 Acceptance of Contract, Attachments and Addenda

Proposer(s) shall review Appendix C, Contract, and all its attachments, and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions. The signed letter shall be submitted with the proposal.

If there are exceptions taken to the terms and conditions in Appendix C, Contract, and any of its attachments, the Proposer's attorney or authorized legal representative shall sign an exception letter describing reasoning for the exceptions and include the exception letter and Appendix C, Contract, as an attachment to the proposal, identifying the exceptions and proposed changes. All proposed changes shall be tracked in Appendix C Contract using the tracking changes feature in Microsoft Word®.

The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible roadblocks or issues the Proposer may have with the terms and conditions are identified during the proposal process and resolved prior to proceeding with the Contract negotiations.

1.18 Forms Required before Contract Signing

The successful Proposer shall submit within five (5) Days of notification from the County the insurance certificate and endorsement meeting the levels of coverage set forth in this RFP.

1.19 Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1.20 Proposal Price and Effective Date

- A. The proposal price shall include everything necessary for the prosecution and completion of work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Proposer for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.
- B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- C. The proposal shall remain in effect for 6 months after the proposal due date, unless extended by Contract.

1.21 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.22 Protest Procedures

A. Form of Protest.

In order to be considered, a Protest shall be in writing, addressed to the Purchasing Manager of The County, and include:

1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
2. The Request for Proposals (RFP) or Request for Qualifications (RFQ) Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
4. The specific ruling or relief requested; and
5. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.

B. Who May Protest.

1. Protests based on specifications/scope of work. Any prospective Proposer.
2. Protests following submittal. Any Proposer submitting a response to an RFP or RFQ showing a substantial financial interest in the solicitation or award of any Contract.

C. Time to Protest.

1. Protests based on specifications/scope of work or other terms in the RFP or RFQ documents which are apparent on the face of said documents must be received by the County no later than five calendar days prior to the date established for submittal of Proposals.
2. Protests based on other circumstances must be received by the County within five calendar days after the protesting Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event shall a Protest be considered if all submittals are rejected or after award of the Contract.

D. Determination of Protest.

1. Upon receipt of a timely written Protest, the Manager shall investigate the Protest and shall respond in writing to the Protest prior to the award of contract.

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 Proposal Evaluation

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach Contract on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, the County may consider:

- the ability, capacity and skill to perform the Contract and provide the service required;
- the character, integrity, reputation, judgment and efficiency;
- financial resources to perform the Contract properly and within the times proposed;
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- compliance with federal, state and local laws and ordinances relating to public contracts;
- other information having a bearing on the decision to award the Contract.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

The County reserves the right to audit the Proposer throughout the term of this contract to assure the Proposer's financial fitness to perform and comply with all terms and conditions contained within this contract. The County will be the sole judge in determining the Proposer's financial fitness in carrying out the terms of this contract.

2.4 Prevailing Wages

The County is required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) in the solicitation and contract documents. To comply with this requirement, the County provides the following applicable prevailing wage rate information:

- A. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address:
 - <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
- B. This project is located in The County; therefore, the County wage rates must be used.
- C. The effective prevailing wage date is the same date as the bid due date as referenced in the original bid or RFP document or as revised per addenda.

A copy of the applicable prevailing wage rates are also available for viewing at the County's Purchasing office located in the Robert J. Drewel Building, 6th Floor, 3000 Rockefeller Avenue, Everett, WA 98201. Upon request, the County will mail a hard copy of the applicable prevailing wage rates for this project.

2.5 Evaluation Criteria and Proposal Scoring

Each proposal has a total possible score of 145 points with the points assigned as follows:

	Proposal Evaluation Criteria	Points
Plan/Approach/Design/Innovation /Technical Expertise	Thoroughness, understanding, overall expertise to service and maintain elevators	25
Previous/ References/ Financial Stability	Quality of similar projects / similar scope / client references within the past 10 years. References within the past 2 years.	25
Team Organization and Expertise	Qualifications, experience, and expertise of team to be assigned to this contract. Including any sub-contractors who may be assigned to this project.	25
Pricing	Evaluation of the overall competitiveness of the proposer's price proposal.	25
Proposed Contract Terms	Evaluation of proposed deviations to the County's standard contract language.	20
	Total Written Points	120
Finalist Presentations Optional Scoring	Finalist Interviews will be conducted with proposers which receive the highest overall scores from the other five evaluation categories listed above.	25
	Total Points	145

A. Plan Approach / Innovation: The Proposer shall prepare and provide with its sealed proposal a Maintenance Control Program in compliance with local AHJ (Washington State) and ASME A17.1-2004, Section 8.6.1.

Plan Approach should include the following:

1. Describe what manufacturer parts are in stock locally and how non-stock items are obtained for elevator repairs. Also indicate what parts may be stocked on site.
2. Describe the approach to repair situations when an elevator or elevators are inoperable.
3. Describe the method of providing pro-active preventive maintenance and providing regularly scheduled, systematic maintenance to examine, clean and adjust the elevators to limit breakdowns and callbacks.

4. Include with the Proposal your firm's Maintenance Control Program in compliance with Washington State Requirements and ASME-A17.1-2004.
5. Describe the plan to respond to repair requests during non-standard hours, weekends and holidays for emergency repair work.
6. Describe the response for Callbacks (see No. 13 on page 20).
7. Include with the Proposal a copy of your firm's elevator performance report which outlines your firms call back trends, down time experienced and documents your firm's technician's response times.

B. Previous Projects / Technical Expertise / References:

Background/Experience: Include the number of years the firm has been in business and any previous or additional names under which the firm has conducted business. Also include the number of years of experience providing elevator maintenance for both traction and hydraulic elevators.

References: At least three client references, within the past ten (10) years, for whom your company has provided elevator maintenance. Briefly describe each project and for each reference provide a current contact name, email and phone number. Proposer shall also include references within the last two (2) years. Previous projects should demonstrate experience providing maintenance for both traction and hydraulic elevators in the quantities indicated in this RFP.

C. Team Organization and Expertise: Provide information for all members of the proposed team who will be assigned to this contract. Include resumes and their proposed role and responsibilities in this project. Identify any sub-contractors that are also proposed to perform work under this scope of work. Indicate the time expected that each member will be on site at a The County facility.

D. Pricing: Monthly Price per elevator and the total price proposed. Monthly pricing shall include all costs for the work indicated in the scope of work and travel to and from the County. Enter pricing in Proposed Pricing, Schedule B.

E. Proposed Contract Terms: Any deviations to the County's Contract shall be noted as stated in Section 1.17 Acceptance of Contract, Attachment and Addenda and all deviations will be scored according.

Finalist Presentations: The County may elect to interview all of the proposers who responded to the RFP or only those proposers who have achieved scores within the competitive range during the evaluation and scoring of written proposals. Proposers will receive questions/agendas in advance of the presentations. All elements of the submitted proposals may be topics for discussion during finalist presentations.

2.6 Public Disclosure of Proposals

Submittals received by The County in response to this RFP become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The Proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. After a

decision to award the contract has been made, the proposals shall be available for inspection and copying by the public. If The County receives a Public Records Act request to view the information so marked in the Proposer's submittal following an award, its sole obligations shall be to notify the Proposer (1) of the request and (2) of the date that such information will be released to the requester unless the Proposer obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining disclosure, The County will release the requested information on the date specified.

2.7 Other Public Agency Orders

The Washington State Inter-local Cooperative Act chapter 39.34 RCW provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

2.8 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of 49 CFR Part 29, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The County. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to The County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.9 Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) of 1996, requires health information about an individual to remain secure and private. The Proposer shall comply with all

HIPAA regulations in full. Information on this Act can be found at the Office of Civil Rights website: <http://www.hhs.gov/ocr/privacy/>.

2.10 Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, The County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by Proposers. The Proposer agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as The County is obligated to under Title II of the ADA, and

Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Proposer agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or Contract, as required by the disability access laws as defined by SCC 2.460; and:

The Proposer shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or Contract with the County, the Proposer shall include the requirement that the subcontract provide to persons with disabilities access to programs, activities and services provided under the Contract or Contract, as required by the disability access laws as defined by SCC 2.460, that the sub-contractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

2.11 Non-Disclosure Obligation

Any data provided by the County either before or after Contract award shall only be used for its intended purpose. Proposers and any subcontractors shall not utilize or distribute the County data in any form without the express written approval of the County.

While performing the work under this Contract, the Proposer may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Proposer shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Proposer with respect to confidential information which the Proposer can establish that: a) was in the possession of, or was rightfully known by the Proposer without an obligation to maintain its confidentiality prior to receipt from the County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Proposer in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Proposer without the participation of individuals who have had access to the County's or the third (3rd) party's confidential information. If the Proposer is required by law to disclose confidential information the Proposer shall notify the County of such requirement prior to disclosure.

2.12 Ownership

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Proposer or the Proposer's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation.

Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Proposer uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid by the County is owned by the Proposer and is not "work made for hire" within the terms of this Contract.

2.13 Independent Status of Proposer

The Proposer agrees that Proposer will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The Proposer specifically has the right to direct and control Proposer's own activities in providing the agreed services in accordance with the specifications set out in the Contract. The County shall only have the right to ensure performance. Nothing in the Contract shall be construed to render the parties partners or joint ventures. The parties agree that the Proposer is not entitled to any benefits or rights enjoyed by employees of the County. Proposer shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

SECTION 3 SCOPE OF WORK

3.1 Duties

- A. The Proposer shall Furnish all supplies, materials, parts, labor, labor supervision, tools, scaffolding, machinery, hoists, equipment (including employee safety equipment), lubricants, and technical information necessary to provide pro-active preventive maintenance service including cleaning, lubrication, adjusting, parts replacement, repair and callback service in strictest conformity to best industry practice, applicable laws, and all express and implied provisions herein for the County's thirty-three (33) elevators located in eleven (11) buildings in The County as further described in Schedule A.
- B. The Proposer is responsible to schedule staffing of Technician's in order to meet the response times indicated in this RFP.
- C. The Proposer shall have local stock of commonly used repair parts and in addition shall stock on-site the parts necessary to provide routine preventative maintenance.
- D. The Technician's provided by the Proposer will be required to pass a Sheriff's background check prior to coming on site.

3.2 Material, Parts, and Equipment

All parts, material and equipment shall be new and used for the purposes intended. Parts shall be OEM unless pre-approved by the County.

3.3 Intent

- A. The Proposer shall maintain the elevator equipment in "like new" condition by continuously preserving and maintaining the condition, appearance, and performance of the elevators in keeping with the manufacturer's original design and purpose. The purpose of the maintenance program specified herein is to provide the following:
 - 1. Consistent, safe, and reliable operation;
 - 2. Maximum operational performance;
 - 3. Maximum beneficial usage;
 - 4. Maximum life cycle;
 - 5. "Like new" appearance of machine rooms, hoistways, pits, and car equipment;
- B. The Proposer expressly acknowledges that The County is relying on The Proposer's professional expertise in performance of Services to maintain the County's equipment.

3.4 Proposer Services

- A. If during the term of the Contract the Proposer violates any of the provisions of the Contract or fails to provide the services as required by it the County shall advise the Proposer of specific deficiencies and shall allow the Proposer a reasonable time period (thirty days unless otherwise agreed) to correct the deficiencies to the County's satisfaction.
- B. In the event The Proposer fails to correct the deficiencies within thirty days or other agreed time, the County shall have the right to terminate the Contract.

- C. The County may add and delete elevators based on building sales, acquisition, modernization, or other reasons via Change Order to the Contract. Elevators added or deleted from coverage by Change Order to the contract will increase or decrease the amount of monthly basic compensation and contract hours for preventive maintenance work. For each elevator added, a basic compensation increase will be negotiated, using the types of elevator conditions of service, and basic compensation of like elevators under the contract as a guide.
- D. The County may choose to modernize any or all of the elevators during the term of the contract. If the Proposer is considered in compliance with the terms of this Contract, and provided that the modernization consists, as a minimum, of new elevator control or power conversion devices, the Proposer will be invited to participate in an open competitive process to submit an elevator modernization proposal.
- E. In the event of cancellation for any of an elevator for any of the above causes, the Proposer shall immediately remove its property from the premises. The Proposer shall have a continuing obligation to provide the County with materials, equipment, and information as required by the Contract.

3.5 Pro-Active Full Preventative Maintenance

The Proposer shall regularly and systematically, on a continuous basis, examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited callback service during regular working hours and, as conditions warrant, in accordance with accepted industry standards and the applicable manufacturer's published specifications and technical field notes, including those published internally within the manufacturer's organization, repair or replace all portions of the equipment, except those specifically excluded, including but not limited to the work and coverage's described hereinafter.

3.6 Basic Scope – Elevators

The services shall include all work and materials expressly required under this Contract or reasonably inferred, whether or not expressly stated herein, including, but not limited to the following:

- A. Hoist machines, including worms, gears, thrust bearings, drive sheaves, drive sheave shafts and shaft bearings, tachometers, brake assemblies and pulleys, and all other components and parts of the machine and brake;
- B. Hoist motors and power conversion devices, including motor windings, field coils, rotating elements (including armatures and commutators), brushes, brush holders, motor bearings, and all other related components and parts;
- C. Controllers, selectors and dispatching equipment, including all micro-processor and/or solid state components, relays, resistors, capacitors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, encoders, tach-generators, steel selector tapes (or cables), mechanical and electrical driving equipment, and all other related components and parts; including battery back-up power equipment for the elevators.
- D. Governors, including governor sheave shaft assemblies, bearings, contacts, governors jaws, and all other related components or parts;

- E. Car and counterweight safeties, including actuating mechanisms, jaws, and all other related components and parts;
- F. Hoistway equipment, including deflector or secondary sheaves and sheave bearings, car and counterweight guide rails (excluding replacement), top and bottom limit switches, counterweights and counterweight guide shoes including rollers or sliding gibs, inductors, cams, tapes and all other related components and parts;
- G. Hoistway entrance equipment, including hoistway door interlocks, hangers, hanger covers and tracks, hoistway door drive assemblies including vanes, drive blocks, clutches, pick-up assemblies and bearings, bottom door guides, auxiliary door closing devices (including cables, sheaves, and arms), door restrictor devices, and all other related components and parts;
- H. Car and hoistway door gibs, including their attachments to the door panels.
- I. Car equipment, including car guide assemblies, guide rollers or sliding car guides, car door restrictors, car top exhaust fan or blowers, car top 2:1 sheaves, load weighing or sensing switches, car top inspection stations, car top and bottom lights, car frames, car platforms, and all other related components and parts;
- J. Car door operators, including door drive chains, sheaves or belts, car door hangers, hanger covers and rollers, car door contacts, all door protective devices (including screen type detectors, proximity edges, mechanical safe edges and light rays), and all other related components and parts;
- K. Pit equipment, including car and counterweight buffers, tape sheave assemblies, governor rope pit tension sheave assemblies, compensating rope sheave assemblies or other pit mounted compensation guides, pit lights, and light fixtures including re-lamping (bulbs furnished by The County), and all other related components and parts; Alarm bells, emergency stop switches, emergency car lights, and batteries;
- L. Car operating panels and their attachments to return panels, hall call pushbutton stations, car, and corridor signals and fixtures (including lighted surrounds or buttons), visual and audible signaling devices, remote status panels and switches, and all other related components and parts; including emergency light batteries.
- M. Seismic Devices, including seismic switches and contacts, derailment devices, and all other related components and parts.
- N. Hoist, compensating, and governor ropes and their fastening means, and all other similar or related components and parts; Renew all wire ropes as often as is necessary to maintain an adequate factor of safety. Maintain equal tension on all hoisting ropes, and, where appropriate, shorten all ropes as necessary to provide continued safe operation and maintain normal traction.

3.7 Additional Elevator Scope of Work

A. Motors

1. Treat all motor windings, as needed, with proper insulating compound which has been approved by the motor manufacturers.
2. Replace any cracked or badly worn field coil windings.
3. Disassemble machine brakes annually (unless otherwise agreed), check for and replace worn parts, clean all retained parts, reassemble, lubricate, and adjust for proper operation.

B. Cleaning

1. Keep all car tops, pits, and hoistways clean and free from dirt, oil, lint, debris, and stored items, and maintain each machine room in clean, neat condition.
2. Keep all wire ropes and guide rails clean and free from dirt, lint, rust, or accumulated grease, and keep rail shanks properly painted.
3. Clean elevator equipment, machine rooms, and pit floors at regular intervals sufficient in frequency to maintain a professional appearance, prevent tracking of dirt, oil, grease, or carbon dust from car tops, pits or machine rooms onto carpeted areas, and to preserve the life of the equipment.

C. Traveling Cable: Repair or replace conductor cables and hoistway and machine room elevator wiring to prevent shutdowns and provide uninterrupted operation of elevator signals and uninterrupted elevator operation.

D. Proper Labeling

1. Affix by stencil painting, and maintain the appropriate elevator numbers on the car crossheads and on all equipment components in the machine rooms and pits, including hoist machines, motor generators, governors, control cabinets, buffers, and compensation sheave assemblies.
2. These numbers shall be a minimum of 1½" high except on the governor or compensation sheave assembly, which may be less if a suitable flat surface of 1½", is not available.

E. Repair to Finishes: Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.

F. Lighting: The County will furnish bulbs for all machine room and pit light fixtures. Replacement of car light bulbs or tubes shall be The County's responsibility.

G. Emergency Telephone and Intercom

1. Maintain the emergency telephone, button and contacts, speakers, and wiring to the machine room junction box, in a fully operational condition.
2. Maintain wiring for the car telephones from the cars to the machine room junction boxes. Maintain and confidence tests the telephone and intercom systems.

- H. In-Elevator Telephone Reprogramming and Intercoms: Maintain the in-car phones to The Proposers 24-hour monitoring service and provide monitoring at no additional cost to the County for duration of Contract, including batteries for the telephones and intercoms.
- I. Maintain Elevator Status or Monitoring Panels
 - 1. Maintain, in fully operational condition, the complete elevator status or monitoring panels.
 - 2. If the building has a status panel in the main lobby, Security Desk, or other locations including the Fire Command Center, the Proposer will be responsible for all lenses, lights, switches, and all associated wiring from the panels to the machine room junction boxes.

3.8 Additional Services

A. Painting

- 1. Paint all elevator machine room, hoistway, and pit equipment and all car tops at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment.
- 2. Car tops, and floors in machine rooms, machinery spaces, and pits shall be maintained and painted "Deck Gray" or other suitable color if approved by the County.
- 3. All paint shall be suitable for the purpose intended and shall comply with current ASME, OSHA and applicable local codes. Painting of machine rooms above occupied floors may be done during regular working hours.
- 4. Painting of machine rooms on occupied floors shall be done after regular building hours.
- 5. Painting of hoistways, car tops and pits and the equipment in/on them, except for minor touch-up, shall be done after regular building hours.
- 6. The Proposer shall schedule all painting procedures with the County.

B. Lubrication

- 1. Lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment.
- 2. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- 3. Lubricants, cleaning fluids and all combustible liquid shall be stored in metal cabinets in the machine room and shall be disposed of in accordance with OSHA and EPA guidelines.
- 4. MSDS data sheets shall be posted as required.

C. Adjusting

Adjust the equipment as necessary when the operation of the equipment varies:

- 1. From the originally designed performance as a result of normal wear and tear.
- 2. When required to maintain performance standards specified in this Contract.
- 3. When necessary to preserve the useful life of a part or assembly.

4. When necessary to prevent or eliminate items from becoming adversely noticeable to county staff or public.

D. Dispatching

1. The proposer shall check and adjust the elevator dispatching systems and make necessary tests at such intervals as are required to ensure all circuits and time settings are consistently and properly adjusted in order to provide optimum service and minimize system response time to registered hall and car calls.
2. If required to complete such system checks, this work shall be completed during overtime at no additional cost to the County.

D. Repair and Replacement

1. Make repairs and/or replace all worn, damaged, or broken parts or components.
2. Parts or components requiring repair shall be rebuilt to "as new" condition. Parts or components shall be replaced:
 - a. When worn beyond normal adjustment limits.
 - b. When necessary to ensure continued normal operation.
 - c. When necessary to extend the useful life of the elevators or any of their components
 - d. When necessary to continue safe, dependable operation in accordance with ASME A17.1 and A17.2 Code;
 - e. When necessary to continue performance of the equipment in accordance with its original design.
 - f. When necessary to maintain the performance standards specified in this Contract, including smoothness and quietness of operation.
 - g. When more than one elevator requires repair, the County, upon consultation with The Proposer, shall establish priorities of accomplishment.

E. Manufacturers' Parts and Lubricants

1. In performing the Services, The Proposer agrees to provide parts used by manufacturers of the equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the manufacturer of the equipment.
2. Equivalent parts or lubricants may be used if approved in writing by the County.

F. Adequate Parts and Parts Storage

The Proposer shall maintain an adequate inventory of spare parts:

1. Components on hand to permit timely replacement and repairs without delay.
2. All parts, materials, lubricants, rags, cleaning fluids, combustible liquids, and other materials and supplies shall be kept and stored in U.L. rated metal cabinets, provided by the Proposer, properly secured, in each machine room, unless code required clearances would be violated by the presence of such cabinets.
3. All materials and supplies kept in these cabinets shall be neatly arranged, and cabinet doors shall be left in the fully closed position after each visit.

4. This includes any replacement boards for any controls that The Proposer is not able to replace within 24 hours of identifying the need for replacement.

G. Cabinets

1. When material is stored on site there shall be cabinets sufficient in number and size to store all parts, materials, and supplies out of sight.
2. No parts, materials, or supplies shall be stored on top of cabinets, on the floors, or any other place where they are visible.

H. Prompt Corrective Action

1. When, as a result of an examination, a need for corrective action is apparent and the corrective action is within the scope of the Proposer's responsibility, the Proposer shall proceed immediately to make (or cause to be made) such replacements, repairs, and/or corrections.
2. If the Proposer reasonably believes the corrective action is not within the scope of the Proposer's responsibility, and no safety or potential safety problem exists, the Proposer shall deliver a written report to the County for further action within seven days of the examination.
3. If a safety or potential safety problem exists, the Proposer shall immediately take corrective action at the least possible expense to the County, regardless of scope of responsibility, and make a prompt written report to the County.

3.9 Performance Requirements

The Proposer agrees to maintain the following minimum performance requirements for the elevators door types designated in the table below.

Door Types	Maximum Door Open Time	Maximum Door Close Time
36" side opening	2.5 seconds	3.7 seconds
42" side opening	2.7 seconds	4.3 seconds
44" side opening	2.7 seconds	4.6 seconds
48" side opening	2.7 seconds	4.7 seconds
36" center opening	1.8 seconds	2.5 seconds
42" center opening	2.0 seconds	2.7 seconds
44" center opening	2.0 seconds	2.8 seconds
48" center opening	2.0 seconds	3.0 seconds

A. Door Opening Times

1. Measured in seconds from start of car door open until doors are fully open.
2. Door operation needs to be maintained to not exceed the following times for each elevator.

B. Door Closing Times

1. Measured in seconds from start of door close to doors fully closed, and shall be no less than the times permitted by code.
 2. Door closing force is measured at rest with the doors between 1/3 and 2/3 closed.
 3. Door closing force shall be no more than 30 lb. force.
- C. Stopping Accuracy
1. 1/4" shall be measured under all load conditions and maintained per above schedule.
 2. Standards shown are maximum allowable from no load to full load.
- D. Variance from Rated Speed: Regardless of load, rated speed shall not exceed the following:
1. Generator Traction Elevators: 5%.
 2. Microprocessor Solid State Drives: 3%.
 3. Hydraulic Elevators: 10%.
- E. Door Opening and Closing
1. Shall be smooth and quiet, with smooth checking at the extremes of travel, and no rumbles, squeaks, rattles, slamming, banging, or readily noticeable tapping.
 2. Car and hoistway doors shall open flush with the entrance jambs, and with each other.
- E. Acceleration and Deceleration
1. Shall be smooth, with no noticeable "steps" or bumps to attain or reduce speed, and no quivers or pulsations.
 2. Elevator cars shall travel smoothly and quietly through the hoistways.
- F. Shutdowns or malfunctions resulting in requests for callback service shall be minimized.
1. Verifiable callbacks due to shutdowns shall be maintained at no more than .417 per unit per month (a total of five per year), not including shutdowns due to vandalism or misuse of the equipment, based on the previous ninety days' data.
 2. Callbacks, as defined in Section 12 of this Contract, shall be subject to a Penalty in accordance with Section 14 and Appendix B of this Contract.

3.10 Code Required Inspections and Tests

- A. The Proposer shall make "Periodic Inspections and Tests" in accordance with all State of Washington requirements, and with ASME A17.1, including oil buffers, car and counterweight safeties and governors for traction elevators and relief valve tests for hydraulic elevators. Tests for traction elevators shall comply with applicable requirements of Sections 8.11.2.2 and 8.11.2.3.
- B. The Proposer shall provide 3 (three) weeks prior notification to The County of its intention to perform Category 5, rated speed, rated load tests so a representative of The County may witness the tests. Written reports of all "Periodic" tests shall be submitted to The County. The Contract Price shall include all such required tests during regular hours.
- C. Additionally, The Proposer shall advise The County one year prior to the approximate anticipated date for Category 5 tests so The County can consider the need for performing the tests in overtime, and prepare budgets accordingly.

- D. The Proposer shall assist with periodic inspection and testing of Standby Power Operation in accordance with ASME A17.1-2004, Rule 8.11.2.2.7. These tests shall be performed during overtime hours.
- E. The Proposer shall affix metal tags to each of the tested devices for all Category 1 and 5 tests, clearly indicating: 1) the test date, 2) the code requirement number, and 3) name of The Proposer making the test, in accordance with ASME A17.1-2005, Rule 8.11.1.6.
- F. The Proposer's failure to execute statutory tests mandated by either national Codes or local jurisdictions or regulations within thirty calendar days of required time constraint shall subject the Proposer to a \$100.00 per calendar day penalty per unit per infraction beginning on the thirtieth day subsequent to the required date and continuing until the County receives written notification from the Proposer of completion of required test.
 - 1. Statutory tests include, but are not limited to the tests described in this Article.
 - 2. The Proposer shall attempt to schedule said tests in the presence of local enforcing authority and/or persons designated by the County.
 - 3. Scheduling difficulties shall not exempt the Proposer from performing tests in compliance with applicable Code or regulatory requirements.
 - 4. The Proposer will forward results to Washington State Inspection Division, copying the County Project Manager within seven days of all tests.
- G. Before performing tests of the elevators, the Proposer shall take all necessary steps to verify that the equipment is in a safe condition for testing, shall check appropriate clearances, and shall adhere to best practices in making the tests, including all safety procedures in general use by the Proposer or published by the Proposer or manufacturer of the equipment. The County shall have no responsibility for damage to vertical transportation equipment or to building structure due to Category 5 tests.

3.11 Hours and Manner of Work

The County has established the following day / time schedule for Elevator Maintenance and Repair projects:

- A. Regular – Straight Time is defined: 7:00 am to 5:00 pm, Monday through Friday. Regular – Straight Time rate(s) will be charged for all work during the above referenced hours.
- B. After Hours work is defined: Between the hours of 5:00 pm and 7:00 am Monday through Friday.
- C. Weekend and Holiday Hours are defined: Saturday, Sunday and any of the Holidays (24 hours per day). Holidays are listed below:
 - 1. New Year Day (January 1 or observed on closest weekday)
 - 2. Martin Luther King Jr. Birthday (observed on the third Monday in January)
 - 3. President's Day (observed on the third Monday in February)
 - 4. Memorial Day (observed on the last Monday in May)
 - 5. Independence Day (observed on the 4th of July or the closest weekday)
 - 6. Labor Day (observed on the first Monday in September)
 - 7. Thanksgiving Day (observed on the fourth Thursday in November)

8. Day after Thanksgiving Day (observed on the Friday after Thanksgiving Day)
 9. Christmas Day (observed on the 25th of December or the closest weekday)
- D. The Proposer is responsible for coordinating visits based on the various the County holiday's schedule.
 - E. All work, including unlimited emergency call-back service, shall be performed during Regular-Straight time hours and rates. Callback or normal service shall be at no additional cost during Regular-Straight Time Hours.
 - F. Callbacks requested by the County prior to 4:30 p.m. but answered after 5:00 p.m. by the Proposer shall be considered Regular-Straight Time. If callback is necessary and results in work required after 5:00 pm because the Proposer fails to accomplish the work during Regular-Straight Time Hours, the Proposer will be paid Regular-Straight Time but only if the work is considered "Billable" based on the circumstances as determined "solely" by the County Facilities Maintenance.
 - G. If additional work beyond the scope of work in this Contract is requested during regular hours, the regular time hourly rates apply.
 - H. If an elevator technician is required to be on site for standby purposes because of planned maintenance by others after normal hours, the Regular Straight Time Rate will apply. The Proposer shall plan 16 hours of time after normal hours per year to assist The County in performing tests of Firefighter's Emergency Operation or Standby Power Operation.
 - I. If an elevator is shut down for more than forty-eight continuous hours, maintenance billing for that elevator shall be suspended until it is restored to operation.
 - J. The Proposer must provide a detailed explanation of Scope of Work and costs, including labor, material breakdown, mark-up percentages, and will provide supporting invoices for material and time tickets if requested by The County for any additional work performed beyond the scope of work in this Contract.
 - K. Maximum markup for parts and materials is 10%.
 - L. Travel time to and from the County for all maintenance will be included. No separate travel time or mileage will be allowed.
 - M. The Proposer personnel will physically check in with site security upon arrival, contact Facilities Management (at provided phone numbers) upon entering and leaving the building or secured facility. A building log may be used upon entering and leaving the building or secured facility.
 - N. A follow up email will be sent after each visit detailing the PM work, Repair work, the condition of the elevator car(s) and building visited.
 - O. The Proposer shall follow secured facility protocol by wearing The Proposer Uniforms and The County assigned photo identification cards.
 - P. Security background checks will be required for all personnel accessing secure building. Two weeks is needed for the County Sheriff to process background checks.
 - Q. Invoices submitted for payment shall show:
 1. the complete Scope of Work performed;

2. an explanation of why the work is billable per the Contract;
3. the date, time of day, hours worked and time traveled;
4. list the building name and address where the work was performed;
5. list specific elevator the invoice covers, and person contacted;
6. shall list the correct wage amount and must also show the material cost and mark-up percentage.

Invoices that are not complete or accurate will be returned to the Proposer with payment due 60 days from when the corrected invoice is received.

3.12 Callbacks

A. Callback Definition

A callback is defined as any request by the County or County's representative for service or assistance other than routine maintenance, properly communicated in accordance with procedures agreed to by the Proposer and the County, when any elevator is not available for beneficial usage due to equipment shutdown, or to a malfunction resulting in the County removing an elevator from service. A Callback may be a billable or non-billable call.

B. Emergency Overtime Callbacks

Overtime emergency call-backs shall be provided at no additional cost if:

1. People are trapped.
2. Two or more elevators are out of service in any passenger elevator group due to equipment malfunctions.
3. Any of the elevator group dispatch systems malfunction.
4. Life-threatening situations to passengers in any car.
5. When the elevator in a single elevator building is inoperable.

C. The following buildings shall be responded to the same as when the elevator in a single-elevator building is inoperable for emergency services:

1. Mission Building
2. Carthcart Admin Building
3. DJJC Public area elevator

3.13 Callback Response

A. The Proposer shall respond to callback requests in a timely manner in accordance with the following schedule:

1. Regular Hours: Within sixty minutes from the time a request is received from The County's authorized representative, except for entrapments.
2. Entrapments during Regular Hours: Within thirty minutes from the time the callback is reported, provided that the entrapment nature of the call back request is communicated to the Proposer.
3. Overtime Hours: Within sixty minutes from the time a request is received from the County's authorized representative, including entrapments.

4. Callback requests received by the Proposer between 7:00 a.m. and 5:00 p.m. shall be considered regular hour callbacks. Calls received before 4:00 p.m. but answered after 5:00 p.m. shall be considered regular hour callbacks. Calls responded to outside of the agreed upon response times, will be billed and adjusted at regular wage rates as if the tech had arrived at the agreed upon response time.

3.14 Callback Frequency Penalty

- A. For the convenience of THE COUNTY, it is important to have repairs done correctly the first time. Having to make Callbacks is highly discouraged.
- B. Callback frequency for the elevators included in this Amendment shall be subject to a dollar penalty accruing to THE COUNTY.
- C. Callback Frequency is defined as the average number of callbacks per elevator/unit per month.
 1. A callback frequency per elevator/unit is calculated by dividing the total number of callbacks for an elevator/unit during each calendar year by twelve months.
 2. The desired target is .417 or less, which is .417 callback per elevator/unit per month or 5.04 callbacks per year.
 3. Total callback frequency for all elevators, or any group of elevators, is calculated by dividing the total number of callbacks for each calendar year by the number of elevators and dividing that number by twelve months.
- D. Appendix B contains a penalty schedule related to callbacks over each calendar year. Callbacks due to vandalism or misuse of the equipment shall be excluded. The provisions of this section and of Appendix B shall become effective on the effective date of this Contract. In summary:
 1. If total callbacks for any building or unit within the building are greater than .417 per unit per month, a penalty shall be paid by The Proposer to The County in accordance with the schedule in Appendix B. Higher callback thresholds will invoke higher penalties. Once a year, the County will consider the call back penalty based upon elevator conditions or issues beyond the Proposer's control.
 2. The assessed penalty shall be paid by The Proposer within thirty days of completion of each twelve calendar month period. Alternately, The County may elect to apply penalty due from The Proposer against The Proposer's monthly Contract amount, over the subsequent twelve-month period.
 3. The County may elect to apply the Penalty schedule to any single elevator group, or to multiple elevator groups, with the penalty calculated on the basis of the monthly billing amount for each group.

3.15 Removal of Elevators from Service

- A. Removal of elevators from service during peak hours shall be coordinated with and approved by the County.
- B. Removal of elevators for routine maintenance during off-peak hours is expected, but notification to and coordination with the County should be provided whenever possible, unless otherwise agreed.

3.16 The County's Right to inspect and require Work

- A. The County reserves the right to make or cause to be made inspections and tests whenever it deems it advisable or necessary to ascertain that the requirements of this Contract are being fulfilled.
- B. The Proposer agrees to furnish personnel to accompany Company and/or its representatives during such inspections.
- C. Deficiencies noted shall be submitted in writing to the Proposer. The Proposer shall promptly (thirty days unless otherwise agreed) correct deficiencies covered under this terms of this Contract at its expense.
- D. The County may retain a qualified Elevator Consultant acceptable to both parties to make tests and inspections on its behalf.
- E. If the Proposer fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the County, after thirty days' written notice to the Proposer listing the deficiencies or failures to perform may perform or cause to be performed all or any part of the work required hereunder.
- F. The Proposer agrees that it will reimburse the County for any expense incurred therefore, or, the County, at its election, may deduct such expenses from any sum owed to the Proposer.
- G. The waiver by the County of a breach of any provision of this Contract by the Proposer shall not operate or be construed as a waiver of any subsequent breach by the Proposer.
- H. In the event the Proposer disputes a listing of deficiencies or failures to perform, in whole or in part, and the parties cannot resolve the dispute, a qualified Elevator Consultant acceptable to both parties may be retained to conduct a non-binding mediation of any disputes, and the County and the Proposer shall split the mediation fees equally.
- I. In the event that:
 - 1. the County retains a mutually acceptable Elevator Consultant to provide a maintenance audit;
 - 2. a reasonable time has been allowed for the Proposer to correct the deficiencies noted in the maintenance audit; and
 - 3. the Consultant's follow-up review reveals the deficiencies (either in whole or in part) have not been corrected to the County's satisfaction, the Proposer shall reimburse the County or for the cost of any further follow-up reviews initiated by it, in its sole discretion, until all deficiencies have been resolved to the satisfaction of the County or its authorized representative.
 - 4. Such reimbursement may be by means of invoicing the Proposer, or by deducting the cost of such additional review(s) from sums owed to the Proposer.

3.17 Proposer to Comply with Laws

- A. In the performance of this Contract, the Proposer agrees it will abide by all existing laws, codes, rules, and regulations adopted by all appropriate authorities having jurisdiction in the location where the work is to be performed.
- B. The Proposer shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this Contract, unless compensated for such tests, installation, or services.

3.18 Employees of the Proposer to be Satisfactory

- A. The Proposer agrees that all work shall be performed by, and under the supervision of, skilled, experienced elevator service and repair persons directly trained, employed, and supervised by the Proposer. Any and all employees performing work under this Contract shall be satisfactory to the County. The County shall be given at least 15 day notice prior to making changes to site-specific mechanic/employees.
- B. The Proposer shall be responsible for maintaining reasonably satisfactory standards for employees' competency, conduct, courtesy, honesty, integrity, accurate completion of maintenance control plan records, and appearance (including clean uniforms identifying them as employees of the Proposer), and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. After consultation with the County and/or the County's elevator consultant, the Proposer shall, after being given reasonable notice, replace any employees not meeting the above criteria.

3.19 Exclusions: The Proposer shall NOT be responsible for the following:

- A. Repairs, callbacks, modifications, adjustments, or replacement required because of negligence, accident, or misuse of the equipment by anyone other than the Proposer, its employees, subs of the Proposer, servants or agent, or other causes beyond the Proposer's control except ordinary wear.
- B. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway and car entrance frames, car or hoistway sills, signal fixture faceplate surfaces, cleaning of car interiors, and cleaning of the portions of sills visible when the doors are open.
- C. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels. The Proposer is responsible for wires from the mainline disconnect to the elevator controllers.
- D. Lamps for car, machine room, and pit illumination. However, Proposer shall replace machine room and pit lamps if they are provided by the County.
- E. Smoke and heat sensors and related fire safety equipment. All fire alarm equipment outside of the machine room and hoistway. All telephone equipment outside of the machine room and hoistway.
- F. Standby power generators and associated contacts and relays, and wiring to the elevator machine rooms (exclusive of wiring connections to elevator controller).
- G. Building paging and/or communication systems, including consoles, panels and wiring to junction box on elevator controllers. However, the Proposer shall maintain paging system and emergency telephone speakers in the cars and wiring from each such speaker to the machine room junction boxes.
- H. Failure or fluctuations of property electric power, repair or replacement of building items including hoistway and machine room heating, air conditioning, or humidity control. The Proposer is responsible for heating and cooling equipment mounted in or on elevator equipment cabinets and dedicated to heating and/or cooling the equipment therein.
- I. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.

- J. The cost of replacement of keys located in fire key box will not be the responsibility of the Proposer, but the Proposer will be responsible for ensuring all required keys are included in each fire key box and ordering and replacing missing keys once compensated.
- K. Consideration shall be given in regard to obsolescence of systems, materials or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture required materials or parts. Components or materials that can be repaired or refurbished at a machine or repair shop to allow the component or material to function in a safe manner are not considered obsolete. No consideration for obsolescence will be made during the initial five-year term of this contract for the elevators that were modernized in the past 15 years.

3.20 Removal of Parts

- A. No parts or components required for the performance of Services on the vertical transportation equipment or required for its operation may be removed from the job site without written approval from the County.
- B. This does not include renewal parts stocked on the job by the Proposer, but does include parts and components which were installed with and are a part of the elevator installation, and parts delivered to the property and paid for by the County, which shall remain its sole property until installed on the equipment.

3.21 Machine Rooms

- A. The Proposer shall place and keep in the machine rooms U.L. rated metal spare parts cabinets. No open storage of parts or supplies shall be permitted, including flammable containers used for storing parts or supplies.
- B. A metal can and lid shall also be provided in each machine room for the temporary storage of oily rags.
- C. Machine rooms and parts cabinets shall be kept clean and neat at all times. Floors shall be kept professionally painted on a continuous basis, and maintained clean and free of dirt, debris, oil, carbon dust, rags, un-stored parts, or other items.

3.22 Wiring Diagrams

- A. Wiring diagrams shall be kept neatly folded and stored (except where mounted on boards) and shall be copied and replaced by the Proposer if their condition warrants. 22.1.2.
- B. The Proposer shall maintain their and the County's complete set of straight-line wiring diagrams, showing "As-Built" conditions and any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades.
- C. The County may reproduce these original or modified "As-Built" drawings, and shall retain sole possession of this set of drawings in the event that the Contract is terminated, or, if the County's set of drawings cannot be located at that time, the County may reproduce the Proposer's drawings at his expense at that time.
- D. The Proposer shall also maintain its own set of wiring diagrams in readable condition, and, if reproduction becomes necessary, it will check for readability of marked-up changes on the reproduced set and retrace them if necessary.

3.23 Machine Room Log

- A. The Proposer shall post a preventive maintenance schedule and a work log in a conspicuous location in each elevator machine room.
- B. The log shall include all entries for routine maintenance and repairs, including Supervisor's surveys.
- C. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed (including number of elevators serviced) and the approximate time required for the work.
- D. The County may inspect and copy the logs and maintenance schedules at any time.
- E. If the Proposer is utilizing a process oriented computer based system to schedule maintenance operations, the Proposer and the County shall review work and callback information which can be provided and the Proposer shall provide such documentation as the County may require, it being the intent of this contract that data similar to that described above shall be available by means of computer printouts which are readily obtainable by the County.

3.24 Maintenance Control Program

The Maintenance Control Program shall be posted on the controller cabinets, at least one per group, as required by ASME A17.1-2004, Section 8.6.1.2.1 (b), or located in a visible location in each machine room. (See Section 2.5 A)

3.25 Extended Shut Down

- A. Should any elevator be shut down and out of service for an extended period exceeding forty-eight continuous hours (except for pre-scheduled repairs), the maintenance billing for that unit shall be suspended until it is back in service.
- B. The County shall be notified a minimum forty-eight hours in advance for any work that requires an elevator or elevators to be out of normal operation for more than 60 minutes. The Proposer will coordinate with the onsite staff to determine the best time for the outage.

3.26 Scheduling of Work

- A. Within thirty days of receipt of a fully executed copy of this Contract, the Proposer shall prepare and submit a schedule of repairs, tests, or other work which will require a shutdown of one or more elevators within the next ninety days. The nature of work, elevator involved, and anticipated days out of service shall be included. Subsequently, this schedule shall be updated quarterly in time for the meeting referenced in Section 3.27.
- B. The Proposer will not contact anyone outside of the County, besides Washington State Inspection Division to schedule required tests, without authorization from the County Project Manager.

3.27 The Proposer Reviews

- A. Quarterly, unless otherwise directed by the County, the Proposer shall meet with the County Facilities Management Director or his/her designee(s). The Proposer is responsible for scheduling the meeting. The scope of this meeting shall include:
 - 1. A review of the previous quarter's callbacks.
 - 2. A review of maintenance including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of elevators from service.

3. A review of any reported complaints.
4. Such other elevator related items as may be appropriate.
5. Daily basis report shows every car in past 24 hours that had a service call.
6. If requested by the County, the Proposer shall provide a monthly list of callbacks for review by County Facilities Management prior to the quarterly meetings.

3.28 Special Conditions

- A. Inspection fees charged by local enforcing authorities shall be paid by the County. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance Contract will be paid at the Proposer's expense.
- B. If the County terminates the Contract, the Proposer agrees to take such action as is reasonably necessary to cause orderly cessation and transition of the services to the County or another the Proposer designated by the County without detriment to the rights of the County or to continued normal operation of the elevators, including, but not limited to refraining from or interference or disruption with tenants or other the Proposers.
- C. Without limiting the generality of the foregoing, in the event of termination, the Proposer shall also immediately deliver to the County all reports, records, wiring diagrams, portable project-specific electronic diagnostic tools, access codes or passwords, troubleshooting instructions, and any other materials, documentation and technical information related to and/or required to facilitate un-interrupted maintenance of the elevators as required by this Contract. Additionally, The Proposer shall provide to the County, at fair market value, such components and spare parts as the County may reasonably find to be required to continue maintenance and uninterrupted operation of the elevators.
- D. The County, at its sole option, may withhold final payments due to the Proposer until receipt of the required information and tools.
- D. The Proposer agrees to deliver to the County Facilities Management for the county's benefit, all manufacturers', suppliers', and sub-contractors warranties and guaranties obtained by the Proposer relating to materials, equipment, parts, and workmanship. The Proposer shall assign to the benefit of the County such warranties and guaranties.
- E. Annually, the Proposer shall, within thirty days of the end of each calendar year, provide to County Facilities Management:
 1. A written report providing results of elevators that have been audited by qualified office personnel in the past year.
 2. The duration between audits by qualified office personnel of each elevator covered under this Contract shall not exceed three (3) years.
 3. At its option, the County may request such reports prior to the end of each year, in which case the next such annual report need not be provided, unless otherwise agreed.
- F. Should the Proposer require remote monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs shall be at the Proposer's expense or negotiated with the County Facilities Management.

3.29 The County's Responsibilities

- A. Provide clear, safe, and convenient access to the Property and to elevator equipment rooms and pits.
- B. Maintain car lighting, telephone lines to controller terminals, equipment room electrical switch gear, and electrical feeders to elevator controllers, Firefighters' Control Room, and Lobby Security Desk consoles.
- C. Maintain equipment room heating and air conditioning systems. Temperature range sixty degrees Fahrenheit to ninety degrees Fahrenheit, non-condensing.
- D. Maintain fire alarm initiating devices in elevators, lobbies, machine rooms, hoistways, etc.
- E. Prevent storage of Property equipment or supplies in elevator equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain standby power generator systems (if applicable) and related switch gear and feeders.
- G. Maintain equipment rooms, hoistways, and pits in a code compliant and dry condition.
- H. Coordinate with The Proposer in regard to the County required equipment retrofits such as elevator security systems, etc.
- I. During building construction and/or retrofit, make provisions to limit infiltration of dust and debris into elevator equipment and equipment spaces.

Schedule A - Elevator List

No	Building	Address	Zip	Year Installed	Controller Mfgr by	Type	Machine	Model
1	Admin West	3000 Rockefeller Ave. Everett, WA.	98201	1972	Dover/Virginia	Traction Passenger	24454	7942
2	Admin West	3000 Rockefeller Ave. Everett, WA.	98201	1972	Dover/Virginia	Traction Passenger	24453	7942
3	Admin West	3000 Rockefeller Ave. Everett, WA.	98201	1972	Dover/Virginia	Traction Passenger	24452	7942
4	Admin West	3000 Rockefeller Ave. Everett, WA.	98201	1972	Dover/Virginia	Traction Passenger	N/A	7943
5	Admin West	3000 Rockefeller Ave. Everett, WA.	98201	1966	Dover/Virginia	Traction Passenger	N/A	N/A
6	Cathcart	8915 Cathcart Way, Snohomish, WA	98296	2008	Thyssen	Hydraulic Passenger	EW2847	Tac-20
7	Courthouse	3000 Rockefeller Ave. Everett, WA.	98201	1966	Westinghouse/Virginia	Traction Passenger	7941	37385-A1-1
8	Courthouse	3000 Rockefeller Ave. Everett, WA.	98201	1966	Westinghouse/Virginia	Traction Passenger	7941	37385-A1-2
9	Courthouse	3000 Rockefeller Ave. Everett, WA.	98201	1966 +later modernization	Westinghouse/Virginia	Traction Passenger	VVMC-1000-PTC-SCR	37385-B13
10	Drewel Bldg	3000 Rockefeller Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CTO 300	Tac-50
11	Drewel Bldg	3000 Rockefeller Ave. Everett,	98201	2004	Thyssen	Traction Passenger	CTO 301	Tac-50

		WA.						
12	Drewel Bldg	3000 Rockefeller Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CTO 302	Tac-50
13	Drewel Bldg	3000 Rockefeller Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CTO 303	Tac-50
14	Drewel Bldg	3000 Rockefeller Ave. Everett, WA.	98201	2004	Porch Lift	Wheelchair Lift	1104W LSB7 221459 33LW	N/A
15	Mission Bldg	3000 Rockefeller Ave. Everett, WA.	98201	1966 +later moderiz ation	N/A	Passenger Hydro	N/A	7940
16	Mission Bldg	3000 Rockefeller Ave. Everett, WA.	98201	1966	Dover	Hydraulic Freight	E 24076	JD-7
17	Parking Garage	3000 Rockefeller Ave. Everett, WA.	98201	2004	KONE	Traction Passenger	KCM 831	MONO Space
18	Parking Garage	3000 Rockefeller Ave. Everett, WA.	98201	2004	KONE	Traction Passenger	KCM 831	MONO Space
19	Parking Garage	3000 Rockefeller Ave. Everett, WA.	98201	2004	KONE	Traction Passenger	KCM 831	MONO Space
20	Records Storage	1000 California St. Everett, WA.	98201	2003	Thyssen	Hydraulic Passenger	EP9653	Tac-20
21	DJJC	2801 10th St. Everett, WA.	98201	1997	Otis	Hydraulic Passenger	708974 7	211
22	DJJC	2801 10th St. Everett, WA.	98201	1997	Otis	Hydraulic Passenger	708974 7	211
23	DJJC	2801 10th St. Everett, WA.	98201	1997	Otis	Hydraulic Passenger	708974 7	211
24	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CR278 9	Tac-50

25	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CR279 0	Tac-50
26	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CR279 1	Tac-50
27	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CR279 2	Tac-50
28	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Thyssen	Traction Passenger	CR279 3	Tac-50
29	Corrections Oakes	3025 Oakes Ave. Everett, WA.	98201	2004	Matot	Dumbwaiter	115625	100 Series
30	Corrections Wall	1918 Wall St., Everett, WA	98201	2004	Schindler	Traction Passenger	306348 6	IMC-AC
31	Corrections Wall	1918 Wall St., Everett, WA	98201	1984+m oderniza tion in 2002	Schindler	Traction Passenger	306348 7	IMC-AC
32	Corrections Wall	1918 Wall St., Everett, WA	98201	1984+m oderniza tion in 2002	Schindler	Traction Passenger	18716- A-3	GMG
33	Arlington Fleet	19700 67th Ave NE. Arlington, WA	98223	2004	Garavanta	Stair Lift	N/A	Xpress II

Schedule B - Proposed Pricing

No	Building	Address	Controller/ Mfgr by	Type	Machine	Model	Bid Price Per Month
1	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24454	7942	\$
2	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24453	7942	\$
3	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24452	7942	\$
4	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	7943	\$
5	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	N/A	\$
6	Cathcart	8915 Cathcart Way, Snohomish, WA 98296	Thyssen	Hydraulic Passenger	EW2847	Tac-20	\$
7	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	7941	37385-A1-1	\$
8	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	7941	37385-A1-2	\$
9	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	VVMC-1000-PTC-SCR	37385-B13	\$
10	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 300	Tac-50	\$
11	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 301	Tac-50	\$
12	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 302	Tac-50	\$
13	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 303	Tac-50	\$
514	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Porch Lift	Wheelchair Lift	1104WLS B7 22145933 LW	N/A	\$
115	Mission Bldg	3000 Rockefeller Ave. Everett, WA	N/A	Passenger Hydro	N/A	7940	\$
16	Mission Bldg	3000 Rockefeller Ave. Everett, WA 98201	Dover	Hydraulic Freight	E 24076	JD-7	\$
17	Parking Garage	3000 Rockefeller Ave. Everett, WA	KONE	Traction Passenger	KCM 831	MONO Space	\$

		98201					
18	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$
19	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$
20	Records Storage	1000 California St. Everett, WA 98201	Thyssen	Hydraulic Passenger	EP9653	Tac-20	\$
21	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$
22	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$
23	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$
24	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2789	Tac-50	\$
25	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2790	Tac-50	\$
26	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2791	Tac-50	\$
27	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2792	Tac-50	\$
28	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2793	Tac-50	\$
29	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Matot	Dumbwaiter	115625	100 Series	\$
30	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063486	IMC-AC	\$
31	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063487	IMC-AC	\$
32	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	18716-A-3	GMG	\$
33	Arlington Fleet	19700 67th Ave NE. Arlington, WA 98223	Garavanta	Stair Lift	N/A	Xpress II	\$

Monthly Total: \$ _____

The Repair & Maintenance Cost Items 1 – 3 will be used for authorized emergency maintenance and maintenance not included in the preventive maintenance visits.

1.	Rate for Regular-Straight Time Work (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ _____
2.	Rate for After Hours Work (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ _____
3.	Rate for Weekends and Holidays (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ _____
4.	Parts + Markup (Maximum of 10%) (see section 3.11)	_____ %

Appendix B – Callback Penalty Schedule per Building

(see following pages)

Admin West Building				Number of Elevators per Contract		4
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.7	2.0	8.0
1/3	0.333	1.00	4.00	1.3	4.0	16.0
3/7	0.417	1.25	5.00	1.7	5.0	20.0
1/2	0.500	1.50	6.00	2.0	6.0	24.0
2/3	0.667	2.00	8.00	2.7	8.0	32.0
5/6	0.833	2.50	10.00	3.3	10.0	40.0
	1.000	3.00	12.00	4.0	12.0	48.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	8.0	or	below	Above Average
.168 to .333	9.0	to	16.0	No Penalty
.334 to .417	17.0	to	20.0	No Penalty
.418 to .500	21.0	to	24.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	25.0	to	32.0	Penalty: 5% of twelve-month billed amount
>.667	33.0	or	greater	Penalty: 10% of twelve-month billed amount

Cathcart Building				Number of Elevators per Contract		1
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.2	0.5	2.0
1/3	0.333	1.00	4.00	0.3	1.0	4.0
3/7	0.417	1.25	5.00	0.4	1.3	5.0
1/2	0.500	1.50	6.00	0.5	1.5	6.0
2/3	0.667	2.00	8.00	0.7	2.0	8.0
5/6	0.833	2.50	10.00	0.8	2.5	10.0
1	1.000	3.00	12.00	1.0	3.0	12.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	2.0	or	below	Above Average
.168 to .333	3.0	to	4.0	No Penalty
.334 to .417	5.0	to	5.0	No Penalty
.418 to .500	6.0	to	6.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	7.0	to	8.0	Penalty: 5% of twelve-month billed amount
>.667	9.0	or	greater	Penalty : 10% of twelve-month billed amount

Courthouse				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

Drewel Building				Number of Elevators per Contract		4
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.7	2.0	8.0
1/3	0.333	1.00	4.00	1.3	4.0	16.0
3/7	0.417	1.25	5.00	1.7	5.0	20.0
1/2	0.500	1.50	6.00	2.0	6.0	24.0
2/3	0.667	2.00	8.00	2.7	8.0	32.0
5/6	0.833	2.50	10.00	3.3	10.0	40.0
1	1.000	3.00	12.00	4.0	12.0	48.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	8.0	or	below	Above Average
.168 to .333	9.0	to	16.0	No Penalty
.334 to .417	17.0	to	20.0	No Penalty
.418 to .500	21.0	to	24.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	25.0	to	32.0	Penalty: 5% of twelve-month billed amount
>.667	33.0	or	greater	Penalty: 10% of twelve-month billed amount

Mission Building				Number of Elevators per Contract		2
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.3	1.0	4.0
1/3	0.333	1.00	4.00	0.7	2.0	8.0
3/7	0.417	1.25	5.00	0.8	2.5	10.0
1/2	0.500	1.50	6.00	1.0	3.0	12.0
2/3	0.667	2.00	8.00	1.3	4.0	16.0
5/6	0.833	2.50	10.00	1.7	5.0	20.0
1	1.000	3.00	12.00	2.0	6.0	24.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	4.0	or	below	Above Average
.168 to .333	5.0	to	8.0	No Penalty
.334 to .417	9.0	to	10.0	No Penalty
.418 to .500	11.0	to	12.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	13.0	to	16.0	Penalty: 5% of twelve-month billed amount
>.667	17.0	or	greater	Penalty : 10% of twelve-month billed amount

Parking Garage				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	18.0	to	18.0	Penalty : 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

Records Storage				Number of Elevators per Contract		1
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.2	0.5	2.0
1/3	0.333	1.00	4.00	0.3	1.0	4.0
3/7	0.417	1.25	5.00	0.4	1.3	5.0
1/2	0.500	1.50	6.00	0.5	1.5	6.0
2/3	0.667	2.00	8.00	0.7	2.0	8.0
5/6	0.833	2.50	10.00	0.8	2.5	10.0
1	1.000	3.00	12.00	1.0	3.0	12.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	2.0	or	below	Above Average
.168 to .333	3.0	to	4.0	No Penalty
.334 to .417	5.0	to	5.0	No Penalty
.418 to .500	6.0	to	6.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	7.0	to	8.0	Penalty: 5% of twelve-month billed amount
>.667	9.0	or	greater	Penalty : 10% of twelve-month billed amount

DJJC Building				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

Corrections Building - Oakes				Number of Elevators per Contract		5
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.8	2.5	10.0
1/3	0.333	1.00	4.00	1.7	5.0	20.0
3/7	0.417	1.25	5.00	2.1	6.3	25.0
1/2	0.500	1.50	6.00	2.5	7.5	30.0
2/3	0.667	2.00	8.00	3.3	10.0	40.0
5/6	0.833	2.50	10.00	4.2	12.5	50.0
1	1.000	3.00	12.00	5.0	15.0	60.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	10.0	or	below	Above Average
.168 to .333	11.0	to	20.0	No Penalty
.334 to .417	21.0	to	25.0	No Penalty
.418 to .500	26.0	to	30.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	31.0	to	40.0	Penalty: 5% of twelve-month billed amount
>.667	41.0	or	greater	Penalty: 10% of twelve-month billed amount

Corrections Building - Wall				Number of Elevators per Contract		3
Callbacks per Unit			Total Callbacks:			
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty: 10% of twelve-month billed amount

Corrections Building - Wall				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty: 10% of twelve-month billed amount

Appendix C - Contract

CONTRACTOR: _____

CONTACT PERSON: _____

ADDRESS: _____

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: _____

TELEPHONE/FAX NUMBER: _____

COUNTY DEPT: Facilities Management

DEPT. CONTACT PERSON: Cindy Hart

TELEPHONE/FAX NUMBER: 425-388-3320

PROJECT: Elevator Maintenance Services

AMOUNT: _____

FUND SOURCE: _____

CONTRACT DURATION: contract execution - December 31, 2018,
Unless extended or renewed pursuant to
Section 2 hereof

CONTRACT FOR ELEVATOR MAINTENANCE SERVICES

THIS CONTRACT (the "Contract") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and _____, a _____ (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Contract; Scope of Services. The purpose of this Contract is for full service elevator maintenance for designated county elevators. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Contract is the product of County RFP No. 020-13.

The services shall be performed in accordance with the requirements of this Contract and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Contract. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Contract in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Contract as the County may request.

2. Term of Contract; Time of Performance. This Contract shall be effective upon mutual execution by the parties (the "Effective Date") and shall terminate on December 31, 2018. PROVIDED, HOWEVER, that the term of this Contract may be extended or renewed for up to _____ (____) additional _____ (____) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, PROVIDED, HOWEVER, that the County's obligations after December 31, 2014, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Contract.

b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Contract.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. For repair work, the Contractor shall submit properly executed invoices to the County. Each repair invoice shall include an itemization of the dates on which services were provided, including the number of hours, labor rate, parts and mark up percentage and a brief description of the work performed on each such date. Subject to Section 8 of this Contract, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable Contractors. Invoices are processed for payment by Finance two times a week for Contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Contract, all fees and expenses included, shall not exceed \$_____ for the initial term of this Contract (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that the Contractor will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the County. This Contract neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Contract (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent Contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Contract. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership

of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Contract.

6. Changes. No changes or additions shall be made in this Contract except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Contract.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Contract shall be:

Name: Cindy Hart
Title: Deputy Director Facilities Management
Department: Facilities Management
Telephone: (425) 388-3320
Email: cindy.hart@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Contract. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Contract, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Contract, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Contract without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Contract to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Contract.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Contract by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Contract for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Contract, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Contract are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractor, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Contract.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Contract, and maintain for the duration of this Contract, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Contract.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor

under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Contract;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverage's required in this Contract for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractor. The Contractor shall include all subcontractor as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of**

compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

f. Insurance review. In consideration of the duration of this Contract, the parties agree that the Insurance section herein, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the Contract and the end of each successive five (5) year period thereafter.

Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of the _____. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Contract constitutes a certification by the Proposer of the Proposer's compliance with the requirements of Chapter 2.460 SCC. If the Proposer is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Contract or Chapter 2.460 SCC, this Contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Proposer's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Contract, and that it shall not during the term of this Contract, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Contract without liability.

16. Prevailing Wage. The Contractor, and its subcontractors, if any, shall fully comply with all applicable provisions of chapter 39.12 RCW, concerning payment of prevailing wages, including the filing and payment of fees for all required statements and affidavits.

17. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Contract.

18. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

19. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. Force Majeure. If either party is unable to perform any of its obligations under this Contract as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Contract (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

21. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Contract.

22. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Contract, or to exercise any option conferred by this Contract, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Contract upon thirty (30) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Contract prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Proposer provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Contract. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any

such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Contract.

23. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Facilities Management
3000 Rockefeller, m/s 404
Everett, Washington 98201
Attention: Cindy Hart
Facilities Management

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Cathy Robinson
Purchasing Manager

If to the Contractor: _____

Attention: _____

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

24. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Contract. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Contract. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

25. Public Records Act. This Contract and all public records associated with this Contract shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for

releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

26. Cooperative Purchasing. The Contractor agrees to make the same bid terms and price available to other public agencies that are eligible for cooperative purchasing pursuant to RCW 39.34.030. The contracting public agency accepts all responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of that public agency. The County will not accept responsibility for any purchase or orders requested by other public agencies.

27. Interpretation. This Contract and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Contract shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Contract are used only for convenience and are not intended to affect the interpretation of the provisions of this Contract. This Contract shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

28. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Contract, the RFP and the Contractor's response, this Contract shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

29. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Contract, the text or main body of this Contract shall prevail.

30. No Third Party Beneficiaries. The provisions of this Contract are for the exclusive benefit of the County and the Contractor. This Contract shall not be deemed to have conferred any rights, express or implied, upon any third parties.

31. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. The venue of any action arising out of this Contract shall be in the Superior Court of the State of Washington, in and for Snohomish County.

32. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

33. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of the County or the Contractor, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of the County or the Contractor, as the case may be.

34. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive.

35. Execution in Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Contract.

SNOHOMISH COUNTY: _____:



The County

Purchasing Division

(425) 388-3344

purchasing@co.snohomish.wa.us

REQUEST FOR PROPOSAL

RFP Number: 020-13

Advertised Date: October 9, 2013

**REQUEST FOR PROPOSAL (RFP) TITLE:
Elevator Maintenance, Term Contract**

DUE DATE: November 8, 2013 - 3:00 p.m. Exactly, Pacific Local Time

BUYER: Don Wolfe, DWolfe@snoco.org, (425) 388-3453

ALTERNATE BUYER: Kathy Jones, Kathy.Jones@snoco.org, (425) 388-3780

Pre-proposal Conference:

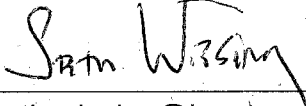
A pre-proposal conference to discuss questions related to this RFP and site tour will be held at 9:00 a.m. Friday, October 18, 2013.

Sealed Proposals are hereby solicited and will only be received by:

The County Purchasing Division
Robert J. Drewel Building, 6th Floor
3000 Rockefeller Avenue, M/S 507
Everett, WA 98201
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

Proposers will meet at the Information Desk on the First Floor of the County Administration Building East (Robert Drewel Building) 3000 Rockefeller Avenue, Everett, Washington 98201.

We acknowledge that all Addenda 1through 1 issued for this RFP have been examined as part of the proposal documents.

Company	KONE Inc.		
Address:	14737 NE 87 th Street	City/State/Zip	Redmond, WA,
Signature:		Authorized Representative / Title (Please Print Name and Title): Seth Wissing, District Sales Manager	
E-mail:	seth.wissing@kone.com	Phone:	425-861-9696
		Fax:	425-861-9888

The following information is optional:

Is your firm a:

Minority Business Enterprise (MBE) Yes No

Women Business Enterprise (WBE) Yes No

Disadvantaged Business Enterprise (DBE)?
 Yes No

Do you have a certification number?

Yes No

If yes, please provide certification number and state or entity who issued the number:

Certification No.: KONEI**00JM

State or Entity Issued: State of Washington L&I Department

Cover Letter



October 28th, 2013

Snohomish County
3000 Rockefeller Avenue
Everett, WA 98201

Attn: Don Wolfe

Dear Don,

We are delighted with the opportunity to partner with Snohomish County for the elevator maintenance for the county's portfolio of buildings. This cover letter represents our commitment that not only do we understand and agree to the terms and conditions as noted in this RFP, but also, that we will deliver the highest level of service, quality and value to Snohomish County.

The following table summarizes the key contacts within our organization that will be a part of this RFP process.

Name	Responsibility	Phone /Fax	Email
Robert McNeill	Pacific Northwest District Manager	(425)269-3302 (t) (425)861-9888 (f)	Robert.mcniell@kone.com
Seth Wissing	District Sales Manager	(206)683-1900 (t) (425)861-9888 (f)	Seth.wissing@kone.com
Mike Sevores	District Service Manager	(206)396 -1280 (t) (425)861-9888 (f)	Mike.sevores@kone.com
Ryan Wheatley	Account Manager	(206)510-8622 (t) (425)861-9888 (f)	Ryan.wheatley@kone.com
KONE Office	Seattle Branch	(425)861-9696 (t)	Charlene.mclean@kone.com
KONE Customer Care Center	24/7/365 Customer Service Line	(877)276-8691	koneservice@kone.com

Cover Letter



As a leader in the installation and service of elevators, KONE will exceed your expectations as your elevator service provider. KONE has the most advanced maintenance delivery technologies in the market today. These tools have allowed us to become the industry leader in callout rate in the state of Washington. Additionally, we have developed strong relationships with some of the most recognized public entities in the state, including King County (Regional Justice Center in Kent, WA), the Everett Navel Base and the University of Washington. This experience combined with our industry leading maintenance delivery technology provides KONE the following differentiators:

- KONE fully comprehends the exact needs of every piece of equipment within your portfolio and understands the demands of Snohomish County's end users.
- KONE can draw upon its specific public campus experience and resources to help address issues before they arise.
- KONE will utilize our industry leading tools and work with Snohomish County to develop a plan of action to address any recurring callout issues to drive down the overall callout rate for the portfolio wherever possible.

In the event that KONE is chosen as the service provider for Snohomish County's portfolio, your account would take precedence as major priority within our service operations. With factors such as the size of the account, type of equipment and daily operation, our expectations for your service level would be nothing short of exceptional.

We have enclosed four original copies and a single electronic copy per the request outlined in this RFP. Additionally, the original copies have been printed on 100% recycled paper, keeping in line with the suggestion outlined in this RFP. The electronic copy has been formatted in adobe acrobat and can be found on the enclosed thumb drive as requested.

Once again, thank you for this opportunity.

Respectfully,

A handwritten signature in black ink, appearing to read "Seth Wissing", is written over a faint, larger version of the same signature.

Seth Wissing
District Sales Manager
KONE Inc.

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Section 1 – RFP Process



Executive Summary

Company Introduction

The intent of this section is to provide a concise overview of KONE's overall operations in regard to Snohomish County. KONE has been in business providing installation, maintenance and modernization services in the Seattle area since 1926. KONE's business structure is based around the fundamental principal of exceptional customer service. At KONE we operate as a team working with our industry leading technicians and technology to provide our client base with the highest level of customer service. This focus of going above and beyond our customer expectations is the focal point of our business model. At KONE we feel that by creating an environment where the customer is the center piece of our daily operation we will ensure that we will continually outperform our competition while at the same time deliver our service at an unparalleled level. Below are the KONE specifics in regard to this bid.

Project Outline

As highlighted in the pre-bid meeting with Snohomish County the goal with this RFP is to establish a partnership with the awarded company over the next five years. More specifically Snohomish County is looking for this company to provide the expertise and experience necessary to delivery the highest level of maintenance and customer service we can deliver. In order to establish this partnership it is absolutely critical that the awarded company understand the size, scope and complexity of the County's portfolio of properties. This knowledge will allow the awarded company the ability to tailor their maintenance plans to the needs of the equipment, buildings and the County itself. One of the key differentiators for KONE is our high level of familiarity with both this portfolio of equipment but also the expectations of the County. The specific internal knowledge provides KONE with a deep understanding of key success drivers for County and provides KONE with valuable insight on what makes the county successful. It is our plan to leverage this knowledge, combined with our industry leading technology to deliver at the highest level possible.

Project Goals

KONE's overall goal for this RFP is to become the partner that Snohomish County is looking in their elevator maintenance provider. Over the last two years we have worked diligently with the County to help improve their elevator operations and we are looking forward to the opportunity to continue this moving forward. It is our intention to provide the highest level of service, going beyond the traditional role of an elevator service vendor and developing a true partnership to improve the operations of the county. It is with this goal in mind that we have crafted this RFP response and would serve as the core of our day to day operations with Snohomish County.

Along with this partnership comes a company wide focus on minimizing down time. One of the continued themes what we have seen with the County is to provide optimal operational effectiveness. At KONE this is a strategic position that we have championed within the local Seattle market. We have worked side by side with many of our largest customers, to continue to drive down unanticipated shutdowns and improve their overall operations. This continued focus has helped KONE achieve the lowest callout rate in the state according to several consultants in the Seattle area. The expectation for our team would be nothing short

Section 1 – RFP Process



of the same with Snohomish County.

KONE Differentiators

When trying to evaluate various elevator service providers it is easy for companies to assume that there is little that separates each firm. It is easy for companies to promise and promote generic information about their organization. However, in the case of KONE, the differentiators that we have highlighted thus far have not only been recognized by our customers but also acknowledged by third party consultants. What this means for Snohomish County is that KONE can leverage these competitive advantages to help the County better manage its day to day operations, ultimately delivering higher value to it's end users.

As mentioned above, KONE has an extensive knowledge of the exact needs of Snohomish County's portfolio and more importantly understands the demands of the County's end users. What this means for the County is that with this knowledge KONE can implement the our industry leading technology when creating and implementing our operations plans to improve the overall operations of the equipment in this portfolio, translating into increased end user satisfaction.

Additionally, KONE can draw upon its extensive experience working in public campus settings like Snohomish County to help drive operational efficiency. Internally, this previous experience is the foundation from which we will base our operational plans and schedules for the county. One of the applications for this experience is to tailor equipment specific maintenance plans based on the equipment, building and county needs. These plans will provide varying levels of service depending on the time of year but will provide industry leading levels of maintenance overall. By tailoring these plan specific to the needs of the equipment the County will be receive the right maintenance at the right time rather than paying for the travel time associated with undifferentiated service levels. It is from this foundation that we can create greater value for Snohomish County.

Lastly, KONE has invested millions of dollars in developing industry leading technology to create the most efficient operations system in the elevator industry today. The combination of our GPS based Dynamic Dispatching system, Maintenance & Acquisition Planning (MAP) that manages our technician's routes and our KONE Spares inventory system has all translated into KONE achieving the lowest callout rate in the industry. Simply put this means that by choosing KONE Snohomish County's equipment will run better, for longer periods of time, resulting in a smoother overall operation for the County.

All of these items are elaborated on in more detail in the following pages. As mentioned earlier we look forward to the opportunity to work your team in the upcoming months.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) KONE INC.		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u>	
	Address (number, street, and apt. or suite no.) ONE KONE COURT City, state, and ZIP code MOLINE, ILLINOIS 61265	Requester's name and address (optional)	
	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
3	6	-	2	3	5	7	4	2	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on [IRS.gov](http://www.irs.gov/w9) for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Section 2 – Proposal Requirements



Executive Summary

Company Introduction

The intent of this section is to provide a concise overview of KONE's overall operations in regard to Snohomish County. KONE has been in business providing installation, maintenance and modernization services in the Seattle area since 1926. KONE's business structure is based around the fundamental principal of exceptional customer service. At KONE we operate as a team working with our industry leading technicians and technology to provide our client base with the highest level of customer service. This focus of going above and beyond our customer expectations is the focal point of our business model. At KONE we feel that by creating an environment where the customer is the center piece of our daily operation we will ensure that we will continually outperform our competition while at the same time deliver our service at an unparalleled level. Below are the KONE specifics in regard to this bid.

Project Outline

As highlighted in the pre-bid meeting with Snohomish County the goal with this RFP is to establish a partnership with the awarded company over the next five years. More specifically Snohomish County is looking for this company to provide the expertise and experience necessary to delivery the highest level of maintenance and customer service we can deliver. In order to establish this partnership it is absolutely critical that the awarded company understand the size, scope and complexity of the County's portfolio of properties. This knowledge will allow the awarded company the ability to tailor their maintenance plans to the needs of the equipment, buildings and the County itself. One of the key differentiators for KONE is our high level of familiarity with both this portfolio of equipment but also the expectations of the County. The specific internal knowledge provides KONE with a deep understanding of key success drivers for County and provides KONE with valuable insight on what makes the county successful. It is our plan to leverage this knowledge, combined with our industry leading technology to deliver at the highest level possible.

Project Goals

KONE's overall goal for this RFP is to become the partner that Snohomish County is looking in their elevator maintenance provider. Over the last two years we have worked diligently with the County to help improve their elevator operations and we are looking forward to the opportunity to continue this moving forward. It is our intention to provide the highest level of service, going beyond the traditional role of an elevator service vendor and developing a true partnership to improve the operations of the county. It is with this goal in mind that we have crafted this RFP response and would serve as the core of our day to day operations with Snohomish County.

Along with this partnership comes a company wide focus on minimizing down time. One of the continued themes what we have seen with the County is to provide optimal operational effectiveness. At KONE this is a strategic position that we have championed within the local Seattle market. We have worked side by side with many of our largest customers, to continue to drive down unanticipated shutdowns and improve their overall operations. This continued focus has helped KONE achieve the lowest callout rate in the state according to several consultants in the Seattle area. The expectation for our team would be nothing short

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of the same with Snohomish County.

KONE Differentiators

When trying to evaluate various elevator service providers it is easy for companies to assume that there is little that separates each firm. It is easy for companies to promise and promote generic information about their organization. However, in the case of KONE, the differentiators that we have highlighted thus far have not only been recognized by our customers but also acknowledged by third party consultants. What this means for Snohomish County is that KONE can leverage these competitive advantages to help the County better manage its day to day operations, ultimately delivering higher value to it's end users.

As mentioned above, KONE has an extensive knowledge of the exact needs of Snohomish County's portfolio and more importantly understands the demands of the County's end users. What this means for the County is that with this knowledge KONE can implement the our industry leading technology when creating and implementing our operations plans to improve the overall operations of the equipment in this portfolio, translating into increased end user satisfaction.

Additionally, KONE can draw upon its extensive experience working in public campus settings like Snohomish County to help drive operational efficiency. Internally, this previous experience is the foundation from which we will base our operational plans and schedules for the county. One of the applications for this experience is to tailor equipment specific maintenance plans based on the equipment, building and county needs. These plans will provide varying levels of service depending on the time of year but will provide industry leading levels of maintenance overall. By tailoring these plan specific to the needs of the equipment the County will be receive the right maintenance at the right time rather than paying for the travel time associated with undifferentiated service levels. It is from this foundation that we can create greater value for Snohomish County.

Lastly, KONE has invested millions of dollars in developing industry leading technology to create the most efficient operations system in the elevator industry today. The combination of our GPS based Dynamic Dispatching system, Maintenance & Acquisition Planning (MAP) that manages our technician's routes and our KONE Spares inventory system has all translated into KONE achieving the lowest callout rate in the industry. Simply put this means that by choosing KONE Snohomish County's equipment will run better, for longer periods of time, resulting in a smoother overall operation for the County.

All of these items are elaborated on in more detail in the following pages. As mentioned earlier we look forward to the opportunity to work your team in the upcoming months.

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Forbes | 2012
**WORLD'S
MOST
INNOVATIVE
COMPANIES**

In 2012, for the 2nd year running, KONE was ranked among the 50 most innovative companies in the world by business magazine Forbes. KONE is one of only two engineering sector companies that reached the top 50 level, and is the only elevator and escalator company to have ever received this award.

KONE was recognized for its innovations in multiple areas, and for achieving multiple industry firsts, such as:

- Use of regenerative drives.
- Inventing and launching Machine Room-less elevators.
- EcoMod solution, which allows elevators to be replaced without removing the truss.
- Integrating GPS and work force scheduling and mobile workforce management.
- An eco-efficiency initiative to reduce energy consumption by 50%.
- Supplying North America's first JumpLift Elevators, which increase safety on the construction site, improves cost effectiveness, and speeds up construction work.

Background and Experience

As of 2013 KONE has been installing, maintaining and modernization vertical transportation equipment for 121 years. We employ approximately 40,000 employees around the world making us one of the largest vertical transportation companies globally. In Western Washington, KONE has been actively maintaining elevators and escalators in the local area since 1926. We currently maintain over 3,900 elevators and escalators in the state of Washington. In addition we have been the industry leader in the incorporation and implementation State of Washington Certified Maintenance Control Program. In the Puget Sound area we currently employ 120 local employees including both technicians and office personnel.

In terms of relevant experience KONE has a proven track record within the public agency campus setting. As outlined in our references section we have developed several long standing relationships with public agencies here in Washington State. While we understand that no two agencies are alike, there are certain hurdles that are applicable across the all institutions. It is with these uniform issues in mind where our unequaled level of experience truly separates us from our competition. By understanding the unique challenges of this segment we can apply our expertise to deliver in areas where our competition cannot. There are lessons and distinct expertise that can be leverage to deliver truly exceptional customer satisfaction.

In addition, it has been our experience while working with these different entities that what truly makes each relationship unique and successful is understanding of the specifics of each institution. Knowing what makes each of these entities tick allows us the ability to tailor and deliver specific tools and services to our customer's specific needs. Whether that means understanding a specific billing constraint and developing a delivery solution that works for all parties involved; being able to deliver on our customer's hot button issues directly translates to our customer's success. Over time, this tailored approach to our business has separated KONE from our competition and we look forward to the

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same opportunity with Snohomish County.

Maintenance Approach

KONE developed KONE Maintenance Methods (KMM) to provide our customers with comprehensive individualized maintenance plans for each piece of their equipment. These maintenance plans keep our technician's routes balanced, providing the lowest unit to mechanic ratio in the industry.

Traditional maintenance programs prevalent in the industry today are generic, calendar based and built around simple standards. For example, most hydraulic elevators with five landings or less receive the exact same maintenance plan. This means that the two landing elevator in a church is receiving more maintenance than needed, while the five landing elevator in the medical office building is not receiving enough.

At KONE our KMM program is designed to deliver the highest performance and maintenance quality in the industry today. To deliver this performance and maintenance quality, we provide the correct maintenance at the correct interval for each unit's unique needs using a customized maintenance planning process. KMM maintenance planning is unique for each unit and takes into account numerous factors during the development of the maintenance plan, including:

- The equipment's usage
- The operating environment
- The equipment type (e.g. hydraulic, geared traction, escalator, etc.)
- The equipment make/model (e.g. Westinghouse Modular Escalator)
- Numerous technical characteristics such as landings, openings, logic type, and drive type.
- Contract requirements
- Local regulatory requirements

Data on each unit is gathered from a detailed equipment survey conducted in advance, utilizing the elevator survey form, as well as from the contract documents. The KMM profile tool then takes this data and develops the appropriate maintenance plan. Each scheduled visit includes specific modules, which are comprised of tasks and detailed procedures for task performance and align with our state approved MCP.

Technicians comply with these procedures, and verify that at completion of the task module. Confirming that the equipment meets expected outcomes based on clearly defined maintenance standards. These detailed descriptions of the work ensure that service is provided consistently across the portfolio and complies with KONE best practices.

What this means for Snohomish County is two fold. First, KONE will be providing the highest value possible through our daily maintenance activities. Rather than paying for the windshield time going

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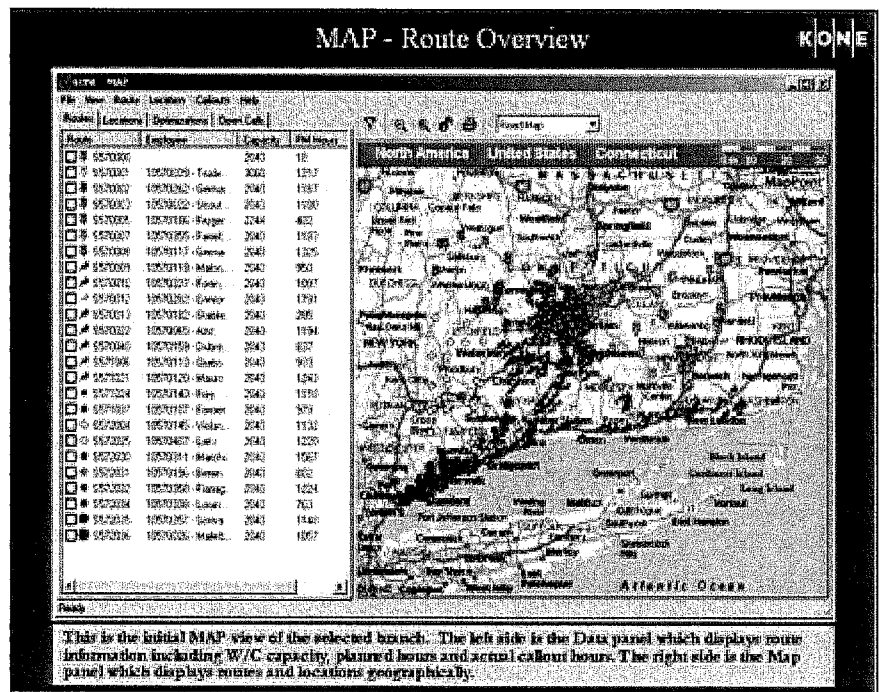
from location to location, the County will be paying for time spent maintaining their equipment to the highest industry standards. Second, by leveraging these and the below listed technologies KONE will be able to improve the overall operations of the County's elevator portfolio.

Dynamic Dispatching

One component of our industry leading KMM process is our Dynamic Dispatching system. Dynamic Dispatching takes into account the geo-position of our work, the type of work and the GPS location of our technicians, and utilizes a sophisticated algorithm to develop and prioritize work schedule for each of our service technicians. Dynamic Dispatching also uses data received from the KONE Remote Monitoring System (Section 4, Unique Services) to dispatch KONE technicians to address service requests and shutdowns as they arise. This industry leading technology provides KONE with the ability to respond to an equipment shutdown before the customer even realizes the equipment is out of service. The technician's next destination is continuously updated (re-prioritized) throughout the day as work is completed, additional work is assigned, and his/her GPS location changes. Because the Dynamic Dispatching system takes into account the relative importance of work to be accomplished, service calls are prioritized to address the most important calls first. Dynamic Dispatching also assigns work efficiently based on service technician proximity to locations experiencing service needs. With Dynamic Dispatching, our service technicians spend less time driving and more time providing service to our clients.

MAP & Accurate Route Loading

In addition our Dynamic Dispatching KONE also utilizes our Maintenance and Acquisition Planning (MAP) tool that uses a series of complex algorithms to load balance the work centers and optimize the assignment of the jobs to the various work centers. During load balancing MAP will work to ensure that each work center will have work (including travel, preventative maintenance and callbacks) which is less than or equal to the number of hours that technician will work. It also means that planned work is aligned with service technician availability. In summary, MAP provides KONE with the ability to provide our customers with achievable and efficient



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route structures which are designed to deliver maintenance according to our plan and deliver the best response time to service calls.

Quality Improvement Program

KONE's Quality Improvement Program provides three levels of oversight to its maintenance program (KMM) – routine monitoring of scheduled service, problem-oriented intervention for specific units, and auditing to ensure End User safety.

Made Visits Report

KONE tracks our preventative maintenance visits via our digital made visits report. This report tracks our technician's day to day activities as they complete maintenance visits. Visits are monitored and tracked by our local supervisors on a monthly basis. As the month comes to an end, KONE will dedicate additional resources if need be to ensure that every maintenance visit scheduled for the month is completed. This reporting is then forwarded on to our regional teams for overview and analysis.

The Made Visits Report ensures KONE is maintaining client equipment as contracted. It will guarantee that Snohomish County is receiving the exact services you are paying for. By tracking the maintenance of each piece of equipment in line with industry-leading maintenance standards, the Made Visit Report provides assurance that the useful life of the equipment is being extended to the greatest extent possible.

Exception Report /Clinica

As equipment shutdowns and service requests are placed, our internal KONE systems track these callouts as they occur. If a unit has more than 3 shutdowns in a month it is added to our exception reporting system. This system tracks problematic units and is overseen by our local and regional teams. Each team creates an action plan to address the unit's specific issues, and the unit is tracked until reliable performance is restored to the point that it is removed from the list.

If the given action plan cannot address the issues at hand, the unit is then elevated into our Clinica program. This program operates on a national level and tracks the worst performing units in our national portfolio. Once a unit is entered into the program we conduct weekly meetings to create, implement and track specific action plans created by the national Clinica team. As the unit-specific issues are addressed, the unit maintenance plans are modified based on the feedback from the Clinica and regional teams and both maintenance and performance of the units are monitored by the on-site technicians and local management team to ensure total compliance and closeout.

These reporting systems reduce non productive hours by decreasing both travel/indirect time and increasing up time for the equipment. They also improve availability, reliability & performance by addressing root causes of problems and crafting effective corrective action plans

Auditing Process

The third and final level of process control is derived from the extensive audit requirement outlined in

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our End User Safety Policy. In this reporting system we track when work was performed in accordance with our maintenance plan, and maintenance methods. We ensure that the equipment condition meets both KONE's maintenance standards, and End User Safety Standards. KONE's End User Safety Policy has been designed to help promote safety for the people who ride our equipment.

Training

KONE's service operation personnel and our technicians receive quarterly End User Safety training that is designed to improve end-user safety awareness and covers topics directly impacting end-user safety. This training also includes continued instruction regarding KONE Maintenance Methods. (all new KONE employees receive KMM and End User Safety Training prior to beginning work).

Equipment and Process Audits

These policies specify the number of monthly Equipment and Process Audits that must be performed by KONE service personnel. This audit requirement extends from our frontline supervisors and superintendents to senior management including:

- Service Supervisors
- Service Superintendents
- Service Managers
- Branch Managers
- Regional or Area Service Directors

Equipment re-audits are completed by Branch Managers, District Managers, and District Service Managers. These audits are completed to measure compliance with the program as well as to verify that we have "closed the loop" on noted deficiencies, safety concerns and customer site issues. The audits ensure that the equipment we service is safe, functionally correct, and acceptable to the customer. It also verifies that our technicians are following KMM guidelines and confirms that the work that was reported by our technicians was actually performed

Enforcement: Each branch is audited annually to ensure compliance with program requirements. The End User Safety policy includes a disciplinary matrix outlining the consequences of policy violations.

KONE's system for ensuring compliance is highly integrated with its Quality Improvement Process as outlined above. The internal tracking systems – Made Visits Reports, Exception Reports, and extensive auditing – allow KONE supervisors and managers to monitor contract compliance for complete and timely performance. The benefit for Snohomish County is that that these systems verify the quality of service being delivered to Snohomish County meets or exceeds our company standards. These systems also ensure that our services are being correctly delivered in a precise manner. If the standards are not met, the audit will identify the reasons, and provide corrective actions. Ultimately, ensuring that the County is receiving what it has paid for.

Section 2 – Proposal Requirements



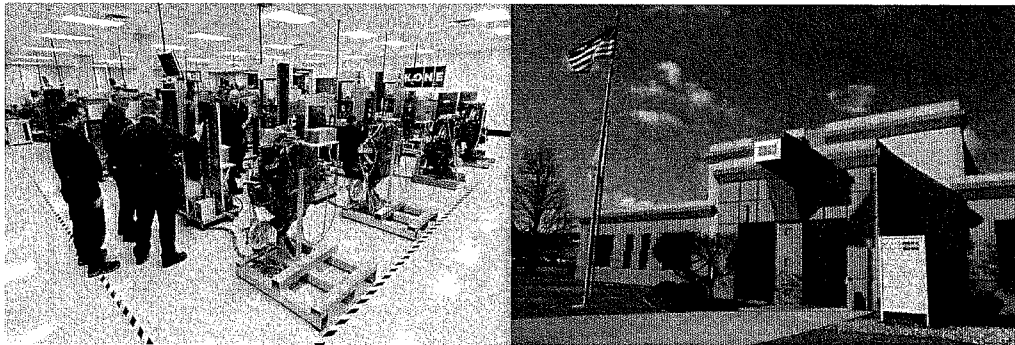
Safety and Technical Assistance

End User Safety

KONE is the industry leader in End User Safety. While there are business benefits associated with reducing our risk, more importantly, we have a moral obligation to our customers and the passengers who ride their equipment. Simply put, we must work hard to ensure their safety. Our End User Safety Process includes training for service operation personnel and technicians on a quarterly basis. To ensure compliance with maintenance plans, maintenance methods and equipment condition standards, we use equipment and process audits on a monthly basis. Our safety policy calls for KONE to verify that the work we perform is in accordance with our maintenance plan, maintenance methods, and that the equipment condition meets our maintenance standards, and our End User Safety Standards. We accomplish this through our extensive auditing process which is completed by Branch Managers, District Managers and District Service Managers. These audits are designed to ensure that the equipment we service is safe, functionally correct, and acceptable to the customer.

Technical Support

KONE's Technical Services provide vital support to our field technicians, enabling our local offices to keep customer satisfaction at its peak with timely, skilled repairs for both KONE and non-KONE equipment. This knowledge center is invaluable to our branch network with on-the-spot, expert advice and solutions to technical issues as they may be encountered.



In addition, our Technical Services group is deeply involved in the development of the diagnostic tools used by our field employees when troubleshooting and adjusting other manufacturers' control systems. This approach provides our technicians with the knowledge and support necessary to work on all makes and models of equipment.

Section 2 – Proposal Requirements



Communication & Reporting Tools

Communication

KONE will assign an account manager and service supervisor as the initial points of contact for the County. These KONE representatives will communicate with the appropriate county personnel throughout the transition period, via phone, email and face to face meetings. During the initial visit, site and/or campus-specific requirements will be addressed; check-in/check-out procedures, identification badges, keys, key cards, etc. KONE service call initiation processes will also be reviewed.

In addition to the above, the assigned KONE technician will facilitate daily communication between all the on-site county personnel from an operations standpoint. KONE will work closely with Snohomish County to establish clear lines of daily communication. The technician assigned this account is based in Everett, making responsiveness and flexibility for the County's needs easily achievable.

After that initial 30 window, we would like to establish a set time and date to meet with the County. At these meetings, the below reporting systems can be reviewed in addition to resolving any of the County's needs. These meetings are critical to the early success of this transition and we look forward to taking those first steps with the County come early January.

Automatic Email

KONE's automatic email notification system provides real-time tracking of work in progress and information about our service and the performance of your equipment. Email will be sent in real time to the designated county recipients whenever maintenance or service requests are scheduled and completed on your equipment.

From: KoneService@KONE.COM [mailto:KoneService@KONE.COM]
Sent: Tuesday, May 1, 2007 2:42 PM
To: John.Dow@ABC.com
Subject: KONE Scheduled Maintenance ref# 10130374-107593912

ABC Building
123 Main St

Dear Customer,

Jane Smith called on 05-01-2007 at 11:06AM reporting PASSENGER ELEVATOR was shut down. When we arrived at 01:40PM the unit was at floor with the doors closed. We repaired the landing door interlock. Upon leaving at 02:37PM we left the elevator in service.

Sincerely,

KONE Service Business Center

All times are stated in local time

Customer Notice: Our examiner serviced your equipment as shown. In the event you experience or have reported to you any problems with the equipment, please notify our local office immediately. Thank you.

These emails outline the following:

- Date and time the service request was placed and by whom.
- The time the technician arrived.
- What the resulting issue was and a final resolution.
- The time the technician closed the service request.

The benefit of this automatic email notification system is the real time information presented in these emails allows the County to know the exact status of its equipment remotely. Additionally this system provides a transparency in our service allowing the county to see exactly what our KONE techs and managers see.

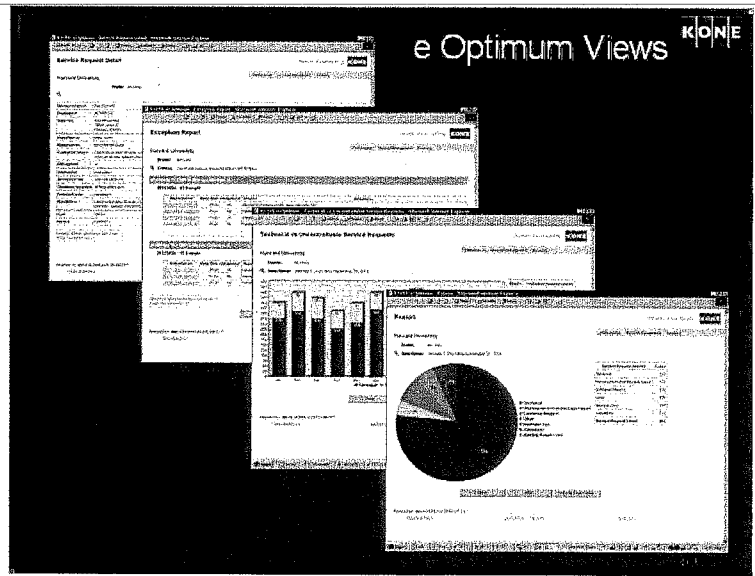
Section 2 – Proposal Requirements



eOptimum On-line Reporting

Transparency to equipment and maintenance account status eOptimum, our online monitoring solution, is a global, web-based extranet system that provides our maintenance customers and KONE employees with 24/7 access to detailed and real-time information related to the performance and activities surrounding their equipment. This helps customers manage their businesses.

eOptimum was developed by KONE internally, with input from customers, consultants and KONE employees, along with a thorough review of other similar industry programs, to ensure that our product is the most user friendly and comprehensive extranet system in the industry.



Snohomish County can, through eOptimum, access real-time data on the status of their equipment and account. EOptimum allows users the ability to determine the status of any piece of equipment, focusing on up-to-date information about any specific unit, building, region or district within the customer's organization. These concise equipment performance reports, as well as other available functionality, will be able to save the County valuable time and assist in building operations management. Moreover, eOptimum can be customized to allow you to focus on specific areas that are important to you and your team.

Inventory Management – KONE Spares

KONE's globally networked inventory management team, KONE Spares, is leading the development of strategies for purchasing, storing, ordering and efficiently delivering spare service parts. Auto replenishment, based on usage and strategic stocking points, keeps our service network and technicians' vehicles reactive to daily maintenance requirements. KONE Spares currently maintains an inventory of hundreds of thousands of different parts, valued in the industry at over \$60 million, for both KONE and non-KONE equipment. Totally committed to exemplary customer service, KONE Spares has earned strong customer service recognition in the elevator/escalator industry. We pride ourselves on providing excellent product solutions, innovative technology and support, parts identification, procurement and delivery of quality service parts.

Section 2 – Proposal Requirements



In addition to our industry leading KONE Spares system, each KONE office stocks a multitude of spare parts based on the elevator and escalator equipment in the local service base. KONE also utilizes Just-In-Time program known as Proximity Stock to manage our technicians vans inventories.. Proximity Stock is a dedicated site or van inventory which is matched to the equipment usage of that site (or route in the case of the van stock). Replenishment of parts used from vans and dedicated sites occurs automatically and deliveries are typically sent to a FedEx facility located in the center of each route or to the site itself. By having the right parts on site, we reduce the time spent looking for materials, thus increasing the productive time maintaining and repairing your equipment. Improved availability of parts in vans and at dedicated sites for callouts and unplanned repairs means less travel time for our technicians and less down time for your equipment. Ultimately, translating into increased operational efficiency for your elevators and continued client satisfaction.

Repair Capabilities

One of the many strengths of our local team is the management of our repair department. Jim O'Brien manages this department in our local organization, overseeing our repair crews. Jim has over 25 years of experience working in the elevator trade both in the field and as a manager in our office. This experience is invaluable to our team and customers when identifying and resolving operational issues for elevators in our maintenance portfolio. The crews that Jim manages are comprised of a foreman and helper working together on a daily basis. This team setup allows our foreman to train these incoming helpers in the field to further their career development. Our KONE crews tackle all of the repairs that arise within our maintenance. Jim and our service team interface with KONE Spares in the parts ordering process. A typically this repair work can include, equipment upgrades and replacements, testing, and larger state L&I inspection report work.

In terms of scheduling, as internal KONE work orders are generated Jim schedules these projects based off of the level of importance and in terms of chronology. For urgent projects, Jim can prioritize these projects to meet the needs of our customers. What this means for Snohomish County is that as repairs and upgrades arise KONE will work side by side with you to get these completed in a timely fashion to continue the operational effectiveness of the building.

Callout Response Setup

Our callout response framework is a two fold process. As mentioned earlier our maintenance base is divided up into route's which are managed by our technicians. During normal business hours these technicians are responsible for responding to unanticipated shutdowns. In the case of Snohomish County, your KONE technician is based in Everett and will be able to respond to service requests quickly making the required response times outlined in the RFP very achievable.

Our afterhour's response setup consists of two on call technicians who work as a team to respond to

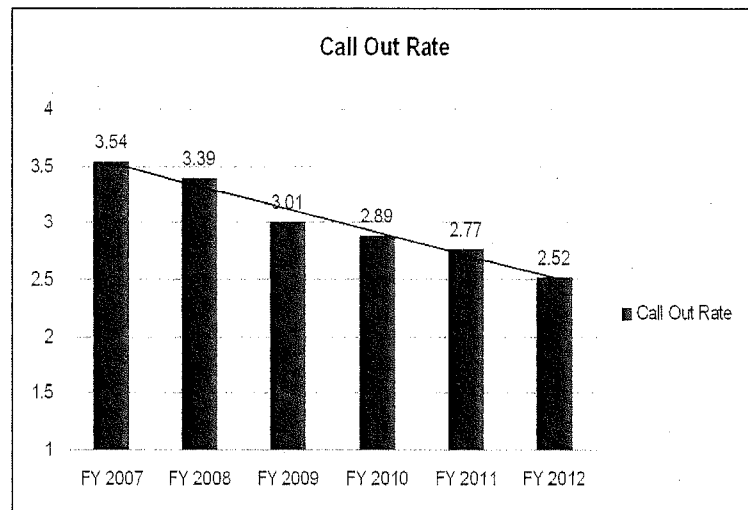
Section 2 – Proposal Requirements



service requests. These technicians divide the Puget Sound area in half from a north and south perspective. In addition to these technicians we also have a service supervisor who is on all call to handle abnormal situations should they arise. This means that KONE will have no issues responding within the required time to any and all service requests for the County during regular or after hours.

Callback Trends and History - Industry Leading Callout Rate

By utilizing these tools and technologies listed above KONE has been able to achieve an industry leading callback rate of 2.52 calls per year, per piece of equipment. This number is compiled over KONE's entire equipment portfolio and is the lowest in the vertical transportation industry. This number was achieved through a combination of utilizing our industry leading technology and dedication of personnel and resources.



Sample Maintenance Programs

As referenced and detailed above, KONE will utilize our KMM Maintenance Program for all of the buildings in the Snohomish County portfolio.

An individual maintenance plan will be created for each piece of equipment in the portfolio based on the specific unit usage, environment, and other characteristics affecting optimum maintenance needs. These data will be used to create each unit's maintenance program.

During our initial site visits and surveys we gathered the information required to establish a preliminary maintenance plan for the equipment in each location. This information will be loaded into KONE's maintenance planning tool upon award to produce the maintenance plans.

For the initial maintenance plans for these locations, KONE will utilize the information we have on record, as we have previously provided maintenance services for these locations. The plans will be adjusted as needed based on our findings during the transition, feedback from technicians once we are on-site, Snohomish County facility Managers, and performance of the units. As needed, the plans can be changed to ensure the ability to comply with KONE's maintenance standards, as well as Snohomish County expectations.

Section 2 – Proposal Requirements



The following pages include examples of annual maintenance plans for the different equipment types found in the County's portfolio. Based on the feedback and information above, they will be tailored to the specific equipment prior to the initiation of the maintenance.

Section 2 – Proposal Requirements



Team Summary

Below is a summary of the KONE team that will interface with Snohomish County on a daily, weekly and monthly basis. Full resumes for the entire team can be found in the subsequent pages.

- **Robert McNeill**, Northwest District Manager - 34 years of progressive responsibility in sales, operations and management. Rob's responsibility will be to oversee all facets of operation for the Puget Sound location for CBRE.
- **Mike Sevores**, Northwest District Service Manager -27 years experience with KONE. From 2007-2010 Mike has been responsible for overseeing service operations at the Microsoft Puget Sound location. Mike will continue in this capacity moving forward.
- **Seth Wissing**, Northwest District Sales Manager, 17 years in sales and management with KONE. Seth's responsibility will be to oversee the account management and sales team dedicated to the CBRE Puget Sound location.
- **Richelle Diaz**, Seattle Service Superintendent, 17 years experience as both an elevator technician and service superintendent with KONE. Richelle's responsibility will be the day to day service management and quality control for Microsoft Puget Sound.
- **Ryan Wheatley**, Service Account Manager – 5 years of sales experience, 2 years managing the CBRE/Microsoft Puget Sound account with KONE. Ryan will be the day to day account management point of contact with CBRE operations team in Puget Sound.

Section 2 – Proposal Requirements



Contract Initiation

Within the first thirty days after award, our local KONE team will schedule and complete an introductory visit with Snohomish County. During this visit, building and account specific will be addressed; check-in/check-out procedures, identification badges, keys, key cards, etc. KONE service call initiation processes will also be reviewed.

A meeting frequency and format will also be agreed upon. In addition, KONE available reporting will be reviewed and setup.

During the first 90 days KONE’s service supervisor will conduct a complete equipment (quality) audit survey on each and every unit in the portfolio. During these surveys KONE will look at equipment condition, operation of equipment, operational safety and accuracy of state logs. (If an unsafe condition is found the proper facility manager will be notified immediately). KONE will provide Snohomish County with the results of the equipment surveys to put together a plan of action if needed.

Since KONE is familiar with all the equipment and personnel for the County, we do not anticipate the initial 90-day period to have any abnormal interruptions; however, KONE is well prepared for any issues that may occur. We have provided a transition plan below outlining a tentative schedule for transition should KONE be awarded

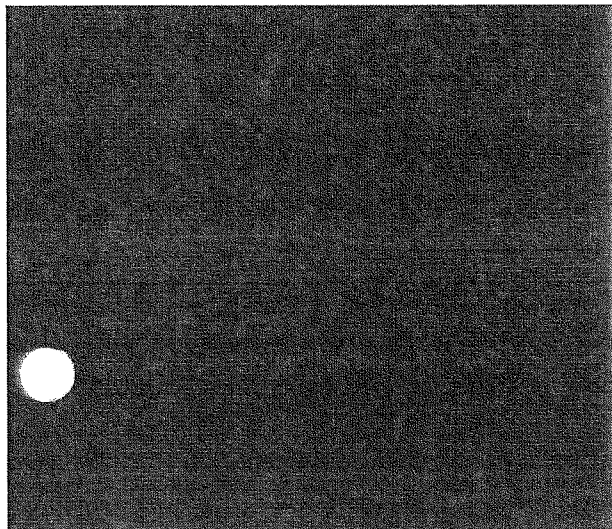
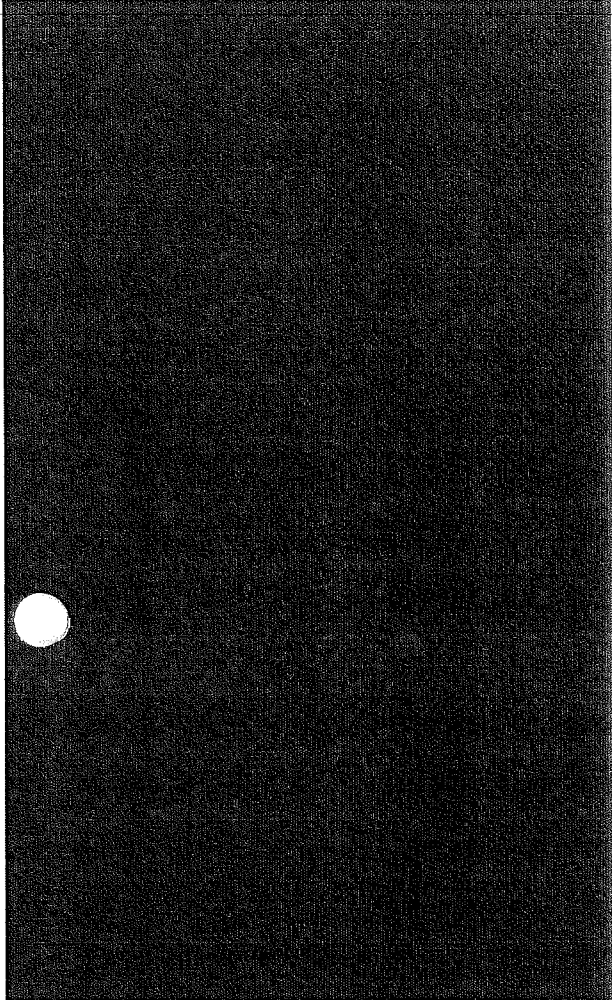
CONTRACT INITIATION/TRANSITION SCHEDULE					
Process	Location	Person Responsible	Estimated Start	Estimated Finish	Complete
Contract Award Notification			11-Dec-13		
Contract Execution		Joint		11-Dec-13	
Meeting out on site – Discuss Expectations, Service Delivery Methods, Distribute Key/Cards, Introductions	Snohomish County Campus	Joint			
Site Specific Maintenance Program - Creation	KONE	Mike Sevores/Richelle Diaz			
Distribute Maintenance Plan	Snohomish County Campus	Richelle Diaz/Jeff Beste			
Quality Audit on Equipment	Snohomish County Campus	Richelle Diaz/Chris Beste			
Review Quality Audits with Snohomish	Snohomish County Campus	Richelle Diaz/Ryan Wheatley			
Set Up Quarterly Reviews		Seth Wissing/Ryan Wheatley			

Section 2 – Proposal Requirements



As stated above, upon commencement of contract KONE will implement our eOptimum reporting tool to monitor the daily operations of the portfolio. We have utilized this same tool/plan in other transitions across the state and it has proven to be instrumental in resolving issues before they arise in this process. Our hope is that if awarded, we would have the opportunity to do the same with Snohomish County.

Snohomish County Conveyance Maintenance and Repair Elevator Maintenance References



Maintenance References

November 4th, 2013



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KONE has been the existing maintenance provider for the State of WA customers since 2007. The map above provides an overview of our account coverage across the state (color coding represents different technician routes). From Clallam Bay in the west to Spokane in the east, Vancouver in the south to Bellingham in the north, KONE has excellent coverage across the state. During this period, KONE has delivered exceptional total value to numerous entities on the existing State of WA agreement and across the state as a whole. Some examples include:

Schedule B - Proposed Pricing

No	Building	Address	Controller/ Mfr by	Type	Machine	Model	Bid Price Per Month
1	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24454	7942	\$ 399.03
2	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24453	7942	\$ 399.03
3	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24452	7942	\$ 399.03
4	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	7943	\$ 399.03
5	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	N/A	\$ 399.03
6	Cathcart	8915 Cathcart Way, Snohomish, WA 98296	Thyssen	Hydraulic Passenger	EW2847	Tac-20	\$ 153.69
7	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	7941	37385-A1-1	\$ 399.03
8	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	7941	37385-A1-2	\$ 399.03
9	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/ Virginia	Traction Passenger	VVMC-1000-PTC-SCR	37385-B13	\$ 399.03
10	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 300	Tac-50	\$ 329.40
11	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 301	Tac-50	\$ 329.40
12	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 302	Tac-50	\$ 329.40
13	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 303	Tac-50	\$ 329.40
514	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Porch Lift	Wheelchair Lift	1104WLS B7 22145933 LW	N/A	\$ 63.42
115	Mission Bldg	3000 Rockefeller Ave. Everett, WA 98201	N/A	Passenger Hydro	N/A	7940	\$ 153.69
16	Mission Bldg	3000 Rockefeller Ave. Everett, WA 98201	Dover	Hydraulic Freight	E 24076	JD-7	\$ 182.57
7	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$ 320.31

		98201					
18	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$ 320.31
19	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$ 320.31
20	Records Storage	1000 California St. Everett, WA 98201	Thyssen	Hydraulic Passenger	EP9653	Tac-20	\$ 153.69
21	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$ 153.69
22	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$ 153.69
23	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$ 153.69
24	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2789	Tac-50	\$ 350.51
25	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2790	Tac-50	\$ 350.51
26	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2791	Tac-50	\$ 350.51
27	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2792	Tac-50	\$ 350.51
28	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2793	Tac-50	\$ 350.51
29	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Matot	Dumbwaiter	115625	100 Series	\$63.42
30	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063486	IMC-AC	\$241.54
31	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063487	IMC-AC	\$ 241.54
32	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	18716-A-3	GMG	\$ 241.54
33	Arlington Fleet	19700 67th Ave NE. Arlington, WA 98223	Garavanta	Stair Lift	N/A	Xpress II	\$ 87.50

Monthly Total: \$ 9,267.04

The Repair & Maintenance Cost Items 1 – 3 will be used for authorized emergency maintenance and maintenance not included in the preventive maintenance visits.

1.	Rate for Regular-Straight Time Work (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ <u>228.63*</u>
2.	Rate for After Hours Work (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ <u>391.94*</u>
3.	Rate for Weekends and Holidays (see section 3.11) (includes trip charges to the County Elevator location)	Per Hour \$ <u>450.20*</u>
4.	Parts + Markup (Maximum of 10%) (see section 3.11)	<u>10</u> %

* Mechanic Rate

Section 2 – Proposal Requirements



Contract Initiation

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CONTRACT INITIATION/TRANSITION SCHEDULE					
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Review Quality Audits with Snohomish	Snohomish County Campus	Richelle Diaz/Ryan Wheatley	TBD	TBD	
Set Up Regular Reviews		Seth Wissing/Ryan Wheatley	TBD	TBD	

Section 2 – Proposal Requirements



As stated above, upon commencement of contract KONE will implement our eOptimum reporting tool to monitor the daily operations of the portfolio. We have utilized this same tool/plan in other transitions across the state and it has proven to be instrumental in resolving issues before they arise in this process. Our hope is that if awarded, we would have the opportunity to do the same with Snohomish County.

Section 3 – Contract Information



Clarifications

- 1) Pg. 29, Section 2.22: Wiring Diagrams – It is assumed by KONE that all of the necessary wiring diagrams are present and accounted for all the necessary equipment. If awarded KONE will maintain these diagrams to their current condition.
- 2) Pg. 21, Section 3.9: Equipment Performance Times – KONE will maintain the current equipment performance times for the existing equipment. If Snohomish County would like to increase or decrease these times it is requested that they contact KONE to set agreed upon times.
- 3) Appendix C, Pg. 6, Section 12, Part (d), Article (iii): See attached letter. We do not like to disclose our deductible.
- 4) Please add the following language to the contract” “neither party shall be liable for consequential damages.”

KONE Inc.

DELEGATION OF AUTHORITY

I, Kurt E. Stepaniak, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to district managers, branch managers, assistant branch managers, sales managers, sales engineers and other sales personnel to sign and submit quotations, change orders, contract renewals and bids on behalf of KONE Inc.

Date: January 4, 2012



Kurt E. Stepaniak
Senior Vice President



November 15, 2011

To Whom It May Concern:

KONE purchases several insurance policies with various deductible levels. While certain policies may contain fairly large deductibles, the deductible levels are consistent with those for other organizations with similar profiles. Per the terms of the insurance policy under a deductible program, the insurance company is legally obligated to pay the full value of a covered claim from the first dollar of coverage. The claims are not self-insured by KONE. Therefore, the size of the deductible should not be concern a KONE customer since the insurance company would be responsible for payment even if KONE were unable to pay the deductible. KONE's general liability insurer is Old Republic Insurance Company which has an AM Best rating of A XI in financial stability and claims paying ability.

Regards,

A handwritten signature in cursive script, appearing to read 'Christine Joyce', is written over the typed name.


Christine Joyce, ARM
Account Specialist

KONE Inc.

DELEGATION OF AUTHORITY

I, Kurt E. Stepaniak, Senior Vice President, hereby delegate the authority granted to me by the By-laws of KONE Inc. to district managers, branch managers, assistant branch managers, sales managers, sales engineers and other sales personnel to sign and submit quotations, change orders, contract renewals and bids on behalf of KONE Inc.

Date: January 4, 2012



Kurt E. Stepaniak
Senior Vice President



Snohomish County
Purchasing Division
(425) 388-3344

RFP Addendum No.: 1

RFP Number: 20-13

Issue Date: 10/30/2013

REQUEST FOR PROPOSAL (RFP) TITLE:

Elevator Maintenance

BUYER: Don Wolfe, dwolfe@snoco.org, (425) 388-3453

ALTERNATE BUYER: Kathy Jones, kathy.jones@snoco.org, (425) 388-3780

This addendum is issued to revise the original Request for Proposal as follows:

The proposal due date will remain unchanged.

Revise the Contract for Elevator Maintenance Services, Section 2, as follows:

Term of Contract; Time of Performance. The Contract shall be effective upon mutual execution by the parties (the "Effective Date") and shall terminate on December 31, 2018, PROVIDED, HOWEVER, that the term of this Contract may be extended or renewed for up to _____ (_____) additional _____ (_____) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, PROVIDED, HOWEVER, that the County's obligations after December 31, 2014 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Revise Section 3.11 Hours and Manner of Work F. as follows:

Callbacks requested by the County prior to 4:30 4:00 p.m. but answered after 5:00 p.m. by the Proposer shall be considered Regular-Straight Time. If callback is necessary and results in work required after 5:00 p.m. because the Proposer fails to accomplish the work during Regular-Straight Time Hours, the Proposer will be paid Regular-Straight Time but only if the work is considered "Billable" based on the circumstances as determined "solely" by the County Facilities Maintenance.

All other information remains unchanged.

Section 4 – Supplemental Information



General Company Information

Legal Name	KONE Inc.
Principal Office	One KONE Court Moline, IL 61265
Type of Entity	Corporation
State of Incorporation	Delaware
Date of Incorporation	12/31/1956
FEIN	36-2357423
DUNS#	00-526-2308
Website	www.us.kone.com
Parent Company	KONE Holdings
Address	PO Box 5214 Bettendorf, IA 52722
History	Founded in 1892
Former Names	Moline Elevator Company (1892-1913) Montgomery Elevator Company (1913-1994) Montgomery KONE (1994-2000) KONE Inc (2000-Present)
Nature of Business	Design, manufacture, install, service, repair, maintain and modernize elevators, escalators and autowalks.
Licensing	KONE Inc. is authorized to do business in all 50 States, U.S. Virgin Islands and Puerto Rico and holds current licenses and business registrations where applicable.
Size of Company	6,277 MEUR (U.S. Revenue – Greater than \$1.1 B)
Units on Service	+1,000,000 (U.S. +100,000)
Full Time Employees	39,851 (U.S. - 4,102)
Primary Contact	Ryan Wheatley 14737 NE 87 th Street Redmond, WA 98052 (425)861-9696 Ryan.wheatley@kone.com

Section 4 – Supplemental Information



Unique Services

In addition to the services and capabilities listed previously, we would like to offer three KONE exclusive value added services to Snohomish County. The first is our Asset Management Planning tool and reporting system, second is to perform a sustainability audit for Snohomish County's entire portfolio of elevator equipment and the last is to setup KONE Remote Monitoring on the three garage cars. These programs are additional value added activities that can KONE provide at no additional charge to the county to use in order to better manage their operations on both a macro and micro level.

Asset Management Planning

As building owners and managers continue to look for new and innovative ways to help manage their buildings and assets, it has become imperative that KONE develop and provide services that can assist our clients in this endeavor.

Asset Management Plan Elevators By Unit ABC Building 7/1/2013									
Description of Upgrade	SEARCH	Performance & Reliability	Accessibility	Aesthetics	Eco-Efficiency	North Elevator	South Elevator	Total	Comments
Car door restrictor	✓	✓	✓	✓	✓	\$ 4,100	\$ 4,100	\$ 8,200	
Keypad stop switch	✓	✓	✓	✓	✓	\$ 1,100	\$ 1,100	\$ 2,200	
Fire service upgrades	✓	✓	✓	✓	✓	\$ 26,460	\$ 26,460	\$ 52,920	
Hydraulic cylinder replacement	✓	✓	✓	✓	✓	\$ 60,300	\$ 60,300	\$ 120,600	
Hydro annual pressure relief test	✓	✓	✓	✓	✓	\$ 500	\$ 500	\$ 1,000	
Bellevue door operator upgrade A2 - partial holdsway retention	✓	✓	✓	✓	✓	\$ 39,490	\$ 39,490	\$ 78,980	
Power unit/pump upgrade	✓	✓	✓	✓	✓	\$ 32,890	\$ 32,890	\$ 65,780	
Controller upgrade	✓	✓	✓	✓	✓	\$ 57,600	\$ 57,600	\$ 115,200	
Scavenger pump	✓	✓	✓	✓	✓	\$ 2,000	\$ 2,000	\$ 4,000	
Soft starter	✓	✓	✓	✓	✓	\$ 2,415	\$ 2,415	\$ 4,830	
ADA signal fixture upgrade	✓	✓	✓	✓	✓	\$ 14,145	\$ 14,145	\$ 28,290	
Cab interior upgrades	✓	✓	✓	✓	✓	\$ 30,720	\$ 30,720	\$ 61,440	
TOTAL						\$ 271,620	\$ 271,620	\$ 543,240	
Modernization Option Total	✓	✓	✓	✓	✓	\$ 166,750	\$ 166,750	\$ 333,500	

KONE's response to this customer need is the Asset Management Plan (AMP) and Care for Life (C4L) tools.

The Asset Management Plan (AMP) is designed to proactively provide a summary of your building's elevator and escalator requirements to assist in budgeting and prioritizing upgrades. The AMP provides cost and impact information on upgrades recommended for each unit individually in the areas of meeting code, improving end-user and worker safety, increasing accessibility, improving performance and reliability, and improving aesthetics and eco-efficiency.

The Care For Life (C4L) tool is integrated with the Asset Management Planning process, and consists of over 100 checks, measuring performance values for the equipment. C4L assessments result in reports focusing on performance, accessibility, aesthetics, safety, and eco-efficiency. This is accompanied by a recommendation on how to improve your equipment. The benefits of C4L include:

- Provision of objective measurement of components and performance;
- Benchmarking for planning and updates
- Integrated safety and accessibility standards

Section 4 – Supplemental Information



- Tips to improve equipment operation;
- List of proposed actions, providing a clear understanding of the impact of actions and updates;
- Clear business communication too for stakeholders;
- Reduced liability and safety concerns.

Executive Summary

Address: Cahill Road, Branson, MO 65616
 Customer's Elevator Designation: Passenger "C" Unit Number: 20012345 Year of Manufacture: 1966 Date of Survey: 6/21/2006

Through the KONE Care for Life report, we help you stay advised of changes of regulations, the state of your equipment and its safety. In this report KONE focused on assessing the condition of your equipment in the following areas:

- SAFETY
Improved asset management, safer environment for staff, tenants and visitors.
- RELIABILITY
Condition of the main components at the landing, in the car, in the machine room and in the hoistway.
- ACCESSIBILITY
Easier and safer access for disabled people addressing possible ADA issues.
- AESTHETICS
Visual aspects related to the car and landing finishes and elevator cab interiors.

Below, you will find more detail of our findings and a summary of our conclusions. KONE recommends that you evaluate this report, and, as always we are at your service to offer further explanation and to work with you to find solutions.

	SAFETY ASSESSMENT	RELIABILITY	ACCESSIBILITY	AESTHETICS	PRIORITY
MACHINERY					
CAR					
LANDINGS					
WORKER'S SAFETY					
	Improvement opportunity	Sufficient			

Taken together, the Asset Management Plan and the Care For Life assessment process will help create the partnership that Snohomish County is looking for. Both of these tools can provide better support Snohomish County in assisting them in the management and budgeting for their buildings through proactive management. We have utilized this tool with other large public entities with great success and if awarded the expectation would be the same for Snohomish County as well.

Environmental Impact – Sustainability Audits

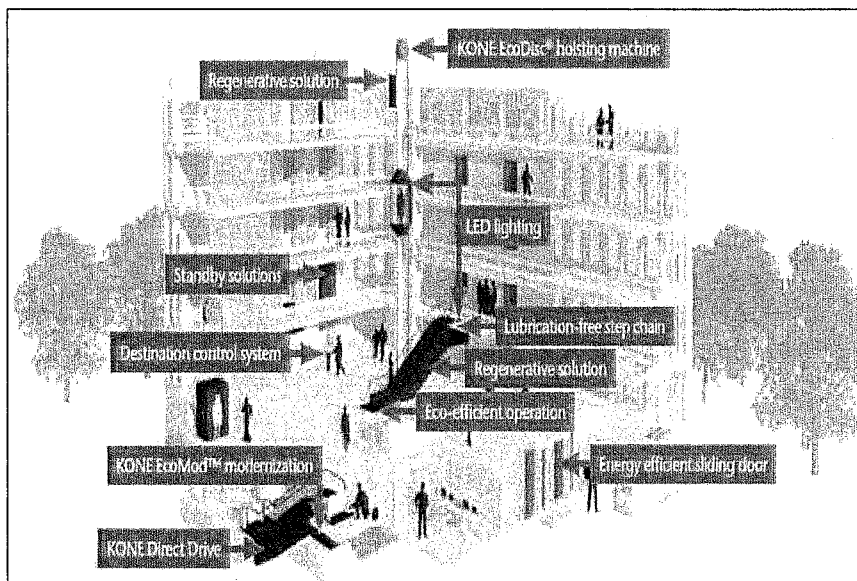
KONE is committed to eco-efficiency and is prepared to assist Snohomish County in attaining their goals as well. One of the areas where we have focused on reducing our environmental impact is reducing our carbon footprint as a company. For the third consecutive year, KONE was featured in the **Carbon Disclosure Leadership Index (CDLI)** with the best 10% of the companies included in the CDP Nordic 260 report.

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KONE's CDP score **rose to 98/100 in 2013** from 90/100 in 2012. CDP also scores the companies on their performance for mitigating climate change. KONE's **performance score in 2013 is A-** (2012: B). The performance bands range from A to E, with bands A to B considered high performance.

In 2013, United Technologies (including Otis) scored 87 B. The results of KONE's other competitors, Thyssen and Schindler, will be published in November 2013. In 2012, ThyssenKrupp AG scored 81 D and United Technologies (including Otis) 70 C. Schindler Holding AG declined to participate.



As an industry pioneer in eco-efficiency KONE would like to partner with Snohomish County to perform sustainability audits within the first twelve months after contract commencement and provide recommendations for their elevators to help minimize the impact of this equipment on our environment.

KONE Remote Monitoring System - Data

KONE Remote Monitoring System (KRMS) Data is a tool that assists KONE in improving the reliability and reducing equipment shutdowns by remotely analyzing possible equipment malfunctions when - and often before - they occur. On both a daily scheduled basis, and a response basis triggered by equipment codes and patterns of conditions, the KRMS Data Link provides KONE with information about each unit of equipment's history, and identifies equipment conditions that may lead to breakdown in the future. Within the first 90 days following contract award, KONE will provide this service to the three KONE Monospace elevators located in the garage. The benefits of KRMS Data on these three elevators for Snohomish County will be predictive preventive maintenance, reduced callouts, improved technical support, ultimately translating into increased availability and operation for these cars.

Schedule B

Service Pricing and Callback Penalty Schedule

No	Building	Address	Controller/ Mfgr.by	Type	Machine	Model	Bid Price Per Month
1	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24454	7942	\$399.03
2	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24453	7942	\$399.03
3	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	24452	7942	\$399.03
4	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	7943	\$399.03
5	Admin West	3000 Rockefeller Ave. Everett, WA 98201	Dover/Virginia	Traction Passenger	N/A	N/A	\$399.03
6	Cathcart	8915 Cathcart Way, Snohomish, WA 98296	Thyssen	Hydraulic Passenger	EW2847	Tac-20	\$153.69
7	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/Vi rginia	Traction Passenger	7941	37385- A1-1	\$399.03
8	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/Vi rginia	Traction Passenger	7941	37385- A1-2	\$399.03
9	Courthouse	3000 Rockefeller Ave. Everett, WA 98201	Westinghouse/Vi rginia	Traction Passenger	VVMC-1000- PTC-SCR	37385- B13	\$399.03
10	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 300	Tac-50	\$329.40
11	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 301	Tac-50	\$329.40

12	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 302	Tac-50	\$329.40
13	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Thyssen	Traction Passenger	CTO 303	Tac-50	\$329.40
14	Drewel Bldg	3000 Rockefeller Ave. Everett, WA 98201	Porch Lift	Wheelchair Lift	1104WLSB7 22145933LW	N/A	\$ 63.42
15	Mission Bldg	3000 Rockefeller Ave. Everett, WA	N/A	Passenger Hydro	N/A	7940	\$153.69
16	Mission Bldg	3000 Rockefeller Ave. Everett, WA 98201	Dover	Hydraulic Freight	E 24076	JD-7	\$182.57
17	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$320.31
18	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$320.31
19	Parking Garage	3000 Rockefeller Ave. Everett, WA 98201	KONE	Traction Passenger	KCM 831	MONO Space	\$320.31
20	Records Storage	1000 California St. Everett, WA 98201	Thyssen	Hydraulic Passenger	EP9653	Tac-20	\$153.69
21	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$153.69
22	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$153.69
23	DJJC	2801 10th St. Everett, WA 98201	Otis	Hydraulic Passenger	7089747	211	\$153.69
24	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2789	Tac-50	\$350.51
25	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2790	Tac-50	\$350.51
26	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2791	Tac-50	\$350.51

27	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2792	Tac-50	\$350.51
28	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Thyssen	Traction Passenger	CR2793	Tac-50	\$350.51
29	Corrections Oakes	3025 Oakes Ave. Everett, WA 98201	Matot	Dumbwaiter	115625	100 Series	\$63.42
30	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063486	IMC-AC	\$241.54
31	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	3063487	IMC-AC	\$241.54
32	Corrections Wall	1918 Wall St., Everett, WA 98201	Schindler	Traction Passenger	18716-A-3	GMG	\$241.54
33	Arlington Fleet	19700 67th Ave NE. Arlington, WA 98223	Garavanta	Stair Lift	N/A	Xpress II	\$ 87.50

Monthly Total: \$9,267.04

The Repair & Maintenance Cost Items 1 – 3 will be used for authorized emergency maintenance and maintenance not included in the preventive maintenance visits.

1.	Rate for Regular-Straight Time Work (see section 10) (includes trip charges to the County Elevator location)	Per Hour \$ 228.63*
2.	Rate for After Hours Work (see section 10) (includes trip charges to the County Elevator location)	Per Hour \$ 391.94*
3.	Rate for Weekends and Holidays (see section 10) (includes trip charges to the County Elevator location)	Per Hour \$450.20*
4.	Parts + Markup (Maximum of 10%) (see section 10)	10%

*MechanicRate

Callback Penalty Schedule Per Building

I. Admin West Building				Number of Elevators per Contract		4
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.7	2.0	8.0
1/3	0.333	1.00	4.00	1.3	4.0	16.0
3/7	0.417	1.25	5.00	1.7	5.0	20.0
1/2	0.500	1.50	6.00	2.0	6.0	24.0
2/3	0.667	2.00	8.00	2.7	8.0	32.0
5/6	0.833	2.50	10.00	3.3	10.0	40.0
	1.000	3.00	12.00	4.0	12.0	48.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	8.0	or	below	Above Average
.168 to .333	9.0	to	16.0	No Penalty
.334 to .417	17.0	to	20.0	No Penalty
.418 to .500	21.0	to	24.0	Penalty : 2.5% of twelve-month billed amount
.501 to .667	25.0	to	32.0	Penalty: 5% of twelve-month billed amount
>.667	33.0	or	greater	Penalty : 10% of twelve-month billed amount

II. Cathcart Building				Number of Elevators per Contract		1
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.2	0.5	2.0
1/3	0.333	1.00	4.00	0.3	1.0	4.0
3/7	0.417	1.25	5.00	0.4	1.3	5.0
1/2	0.500	1.50	6.00	0.5	1.5	6.0
2/3	0.667	2.00	8.00	0.7	2.0	8.0
5/6	0.833	2.50	10.00	0.8	2.5	10.0
1	1.000	3.00	12.00	1.0	3.0	12.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	2.0	or	below	Above Average
.168 to .333	3.0	to	4.0	No Penalty
.334 to .417	5.0	to	5.0	No Penalty
.418 to .500	6.0	to	6.0	Penalty : 2.5% of twelve-month billed amount
.501 to .667	7.0	to	8.0	Penalty: 5% of twelve-month billed amount
>.667	9.0	or	greater	Penalty : 10% of twelve-month billed amount

III. Courthouse				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
2/3	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

IV. Drewel Building				Number of Elevators per Contract		4
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.7	2.0	8.0
1/3	0.333	1.00	4.00	1.3	4.0	16.0
2/3	0.417	1.25	5.00	1.7	5.0	20.0
1/2	0.500	1.50	6.00	2.0	6.0	24.0
2/3	0.667	2.00	8.00	2.7	8.0	32.0
5/6	0.833	2.50	10.00	3.3	10.0	40.0
1	1.000	3.00	12.00	4.0	12.0	48.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	8.0	or	below	Above Average
.168 to .333	9.0	to	16.0	No Penalty
.334 to .417	17.0	to	20.0	No Penalty
.418 to .500	21.0	to	24.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	25.0	to	32.0	Penalty: 5% of twelve-month billed amount
>.667	33.0	or	greater	Penalty : 10% of twelve-month billed amount

V. Mission Building				Number of Elevators per Contract		2
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.3	1.0	4.0
1/3	0.333	1.00	4.00	0.7	2.0	8.0
3/7	0.417	1.25	5.00	0.8	2.5	10.0
1/2	0.500	1.50	6.00	1.0	3.0	12.0
2/3	0.667	2.00	8.00	1.3	4.0	16.0
5/6	0.833	2.50	10.00	1.7	5.0	20.0
1	1.000	3.00	12.00	2.0	6.0	24.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	4.0	or	below	Above Average
.168 to .333	5.0	to	8.0	No Penalty
.334 to .417	9.0	to	10.0	No Penalty
.418 to .500	11.0	to	12.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	13.0	to	16.0	Penalty: 5% of twelve-month billed amount
>.667	17.0	or	greater	Penalty : 10% of twelve-month billed amount

VI. Parking Garage				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

VII. Records Storage				Number of Elevators per Contract		1
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.2	0.5	2.0
1/3	0.333	1.00	4.00	0.3	1.0	4.0
3/7	0.417	1.25	5.00	0.4	1.3	5.0
1/2	0.500	1.50	6.00	0.5	1.5	6.0
2/3	0.667	2.00	8.00	0.7	2.0	8.0
5/6	0.833	2.50	10.00	0.8	2.5	10.0
1	1.000	3.00	12.00	1.0	3.0	12.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	2.0	or	below	Above Average
.168 to .333	3.0	to	4.0	No Penalty
.334 to .417	5.0	to	5.0	No Penalty
.418 to .500	6.0	to	6.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	7.0	to	8.0	Penalty: 5% of twelve-month billed amount
>.667	9.0	or	greater	Penalty : 10% of twelve-month billed amount

VIII. DJJC Building				Number of Elevators per Contract	3	
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty: 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount

IX. Corrections Building - Oakes				Number of Elevators per Contract		5
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.8	2.5	10.0
1/3	0.333	1.00	4.00	1.7	5.0	20.0
2/3	0.417	1.25	5.00	2.1	6.3	25.0
1/2	0.500	1.50	6.00	2.5	7.5	30.0
2/3	0.667	2.00	8.00	3.3	10.0	40.0
5/6	0.833	2.50	10.00	4.2	12.5	50.0
1	1.000	3.00	12.00	5.0	15.0	60.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	10.0	or	below	Above Average
.168 to .333	11.0	to	20.0	No Penalty
.334 to .417	21.0	to	25.0	No Penalty
.418 to .500	26.0	to	30.0	Penalty : 2.5% of twelve-month billed amount
.501 to .667	31.0	to	40.0	Penalty: 5% of twelve-month billed amount
>.667	41.0	or	greater	Penalty : 10% of twelve-month billed amount

X. Corrections Building - Wall				Number of Elevators per Contract		3
Callbacks per Unit				Total Callbacks:		
Number Per Month (Fraction)	Frequency per Month	Number Per Quarter	Number Per Year	Number Per Month	Number Per Quarter	Number Per Year
1/6	0.167	0.50	2.00	0.5	1.5	6.0
1/3	0.333	1.00	4.00	1.0	3.0	12.0
3/7	0.417	1.25	5.00	1.3	3.8	15.0
1/2	0.500	1.50	6.00	1.5	4.5	18.0
2/3	0.667	2.00	8.00	2.0	6.0	24.0
5/6	0.833	2.50	10.00	2.5	7.5	30.0
1	1.000	3.00	12.00	3.0	9.0	36.0

Frequency	Building Callbacks Per Year			Penalty
≤ .167	6.0	or	below	Above Average
.168 to .333	7.0	to	12.0	No Penalty
.334 to .417	13.0	to	15.0	No Penalty
.418 to .500	16.0	to	18.0	Penalty : 2.5% of twelve-month billed amount
.501 to .667	19.0	to	24.0	Penalty: 5% of twelve-month billed amount
>.667	25.0	or	greater	Penalty : 10% of twelve-month billed amount