

Otis Elevator Company

North American Area
1013 Harimaw Court West Suite B
Metairie, LA 70001



March 25, 2023

Jefferson Parish Department of Juvenile Services

Thank you for allowing us to bid your project at 1546-B Gretna Blvd.
We are excited for the possibility of working with you all in the near future.

Attached, you will find the following:

- Jefferson Parish Bid Form
- Addendum #1
- Otis Acknowledgement Letter
- Otis Scope of Work
- Louisiana State License
- W9
- Certificate of Insurance

Please feel free to reach out with any questions.

Sincerely,

Emily Jarvis

Emily Jarvis | Business Development
Otis Elevator Company
M: 704.492.6919



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000144697 Two (2) Year Contract for Full Maintenance Services and Repairs on Two (2) Elevators for the Department of Juvenile Services
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com

19-Mar-2024 04:05:56 PM



Bid Number 50-00144697

**Two (2) Year Contract for Full Maintenance Services and Repairs on
Two (2) Elevators for the Department of Juvenile Services**

BID DUE: March 25, 2024 AT 11:00 AM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist II, Mark Buttery
Email: MButtery@jeffparish.net
Phone: 504-364-2810**

**Two (2) Year Contract for Full Maintenance Services and Repairs on Two (2) Elevators
for the Department of Juvenile Services**

SECTION 1.0 – SCOPE:

We extend this proposal to provide all labor, materials, and equipment necessary to provide a two (2) year contract, for full maintenance, services, and repairs on two (2) elevators for the Department of Juvenile Services.

SECTION 2.0 – QUANTITIES/INSPECTIONS:

Bidders shall visit the installations to be covered on the proposed agreement, for the purpose of fully informing themselves prior to the submission of bids, of the general operating conditions, number of floors served, type of power units, working conditions, available service manuals, drawings, etc., which might affect the cost and performance of maintenance and repair work.

Bidders are required to submit a list and cost of repairs and adjustments necessary to place the equipment in first class operating condition. The Parish shall reserve the option of selecting all, part, or none of the items listed for repair. This list shall be submitted within ten (10) days after the bid opening date.

Contact Donald Spell, Property Manager, Department of Juvenile Services, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, at (504) 364-3750 ext. 87408 to schedule an inspection.

SECTION 3.0 – LICENSE REQUIREMENTS:

A Louisiana State Commercial Contractors License with a Classification of Building Construction and/or Limited Specialty Services will be required. The License number must be shown on the designated area specified on the electronic envelope. Failure to comply will cause the bid to be rejected.

SECTION 4.0 – BID SPECIFICATIONS:

Labor, materials, and equipment necessary to provide a two (2) year contract, for full maintenance, services, and repairs on two (2) elevators for the Department of Juvenile Services.

The contract will be for a period of 2 years beginning on May 6, 2024.

1. One (1) Thyssen Krupp, Hydraulic Power Unit, 3,500lb. capacity.
Located at 1546-B Gretna Blvd., Harvey, LA.
2. One (1) Schindler 3100 Series MRL Traction Elevator with 3,000lb. capacity.
Located at 100 David Dr., Metairie, LA.

NOTE: THE ELEVATOR FOR THE EB BLDG. (100 DAVID DR.) WILL NOT BE ACTIVE UNTIL CONSTRUCTION IS COMPLETE ON THE BUILDING, ESTIMATED FOR 4/2025.

It is the responsibility of the contractor to maintain the specified elevator in good repair and in accordance with the provisions of the American National Standards Institute (ANSI) latest edition, as set forth in Standard A17.1, manufacture's recommendations with the practice of first class repair and preventive maintenance procedures performed on a regular routine schedule, and to minimize wear and tear on the equipment, all with the primary intent to prevent intent to prevent elevator downtime.

Each visit to the site must be documented and signed by the owner's designated building representative.

The contractor shall visit the owner representative upon each arrival and investigate and correct any complaints or requests within the scope of this contract. The contractor shall leave a copy of the service ticket with the owner representative.

The contractor shall clean, adjust, and lubricate the elevator and its equipment as specified below:

1. The contractor must maintain the efficiency and speed as designed by the manufacturer of the equipment at all times, including the following:
 - A. Accelerations
 - B. Retardation
 - C. Contract speed in feet per minute – with or without full load
 - D. Floor to floor time
 - E. Door opening and closing time
 - F. Keeping dispatching system adjusted for maximum operation

2. The contractor shall regularly and systematically examine, adjust, and lubricate the following equipment as required, if conditions warrant: power unit and controllers including motor windings, bearing rotating elements, sheaves, contacts, coils, resistance for any motor circuits, magnetic frames, leveling valves, packing, seals, wiper rings, gaskets, "O" rings, leveling devices and cams, all relays, resistors, condensers, transformers, leads, timing devices, rectifiers, complete automatic power door operation, motors, cams, switches, contacts, resistors, sheaves, shafts, v-belts, drive arms, auxiliary door closing devices, hoistway door interlocks, interlock pick up assemblies, car door contacts, door protective devices, call bells, guide rails, hoistway switches, all indicating and/or signal lamps and sockets, all solid state components, dashpots, computer devices, selectors, selector tapes, traveling cables, valve coils, body, adjusting stems and/or screws, all internal valve parts, and other mechanical or electrical parts. The contractor shall supply, repair, or replace all parts of every description made necessary by wear and tear. All replacements shall be made with original manufacturer's parts, or equal.
3. The contractor shall keep the guide rails clean and properly lubricated. Except when roller type guides are involved, no rail lubrication shall be used. The contractor shall regularly brush lint and dirt from the guide rails, overhead sheaves and beams, car tops, bottom of platforms and remove dirt, oil residue, and accumulated rubbish from pits and machine room floors.
4. The contractor shall lubricate all sheave bearings, and will use hydraulic fluid and lubricants which are especially prepared and compounded to meet the original manufacturer's specifications, or equal.
5. The contractor shall renew conductor and traveling cable as often as it is deemed necessary.
6. When necessary, the contractor shall renew the guide shoes or rollers, as required, to ensure smooth and quiet operation.
7. Group Supervisor System: The contractor shall check the group dispatching systems and make necessary tests and adjustments to ensure that all circuits and time settings are properly adjusted, and that the systems perform as designed and installed by the original manufacturer.

8. The contractor shall paint all elevator equipment room floors as deemed necessary by Jefferson Parish (owner), within the first ninety (90) days of the contract. The contractor shall maintain these areas in a workmanlike manner for the duration of this agreement.
9. The contractor shall fabricate, install, and maintain filters to control carbon dust from the MG sets.
10. The contractor shall keep the exterior of the machinery and other parts properly painted and presentable at all times.
11. When necessary, the contractor shall periodically check the motor windings and controller coils and treat with proper insulating compound to prevent failure.
12. All control Cabinet doors shall be kept closed when not in use for service.

Section 4.1 - Exclusions:

The following items of equipment are not included in this contract:

1. Elevator cabs
2. Power switches and feeders to all controllers
3. Shaftway enclosures
4. Shaftway doors, frames, sills, and cab doors
5. Underground piping

Section 4.2 – Minimum Required Periodic Services Check:

1. Monthly
 - A. Ride each car
 - B. Check operation, leveling, door operation, etc.
 - C. Correct problems found, including replacement of lamps, bells, and gongs
 - D. Remove dust and dirt from the door guide channels
 - E. Remove dust and dirt from interior and exterior door floor tracks
 - F. Push alarm button – test operation
 - G. Check operation of exhaust fan
 - H. Check operation of emergency lights, where applicable
 - I. Examine machine room equipment – Check oil level and oil leaks, where applicable.
 - J. Examine machine room equipment – Check oil level
 - K. Observe operation of controls, selectors, machines, brakes, motors, MG sets and clean and adjust as needed.
 - L. Check lubrication of machines, motors, MG sets, and overhead sheaves

- M. Check filters on generators to control carbon dust – change as necessary
- N. Check lubrication of selectors
- O. Clean pit – pit must be free of all trash and debris, water, and oil. Notify owner if pit contains water
- P. Maintain oil in tank at proper levels (Check oil sump heater
- Q. Check contacts of controller
- R. Check jack assembly for leakage, etc.
- S. Check photo cell, infrared safety edge and retraction of car door
- T. Check guides and guide shoes for lubrication, wear and condition; fill in oilers as required
- U. Check roller guides for wear; replace as required
- V. Clean and sweep elevator equipment rooms
- W. Perform a fire fighter service check
- X. Check lubrication of door operators

2. Quarterly

- A. Check waiting times on corridor calls
- B. Test and record rectifier voltages of control supply
- C. Check car doors, door operation adjustments, and hoistway doors at and lower levels (departure and arrive ramps)
- D. Check all cables – lubricate and adjust as required
- E. Lubricate selector tapes – clean as needed
- F. Check main line fuses for heating
- G. Check for oil leaks
- H. Check for excessive leaks around pump and valves
- I. Check alarm bell system

3. Semi-Annually

- A. Clean controllers with blower, check alignment of switches, lubricate hinge pins
- B. Check all resistance tubes and grids
- C. Clean and examine safe-t-edge, door guides and fastenings, if applicable

4. Annually

- A. Lubricate car fan or blower
- B. Lubricate motor bearings – as per manufacturer's instructions
- C. Clean fuses and holders – check all electrical connections and retighten as necessary.
- D. Check junction box cable and traveling cable for wear and insulation
- E. Clean, oil, and adjust all hoistway doors

Where any of the above services are not applicable, these may be deleted.

Section 5.0 – Inspection, Tests, and Reports:

The contractor shall examine periodically, all safety devices and governors and conduct annual no-load test and all other required tests. The tests are to be in accordance with the procedures stated in the last edition of the ANSI code book, Section A17.1. These tests shall include a yearly hydraulic inspection and tests of the pressure relief valves. Any repairs required after the tests and resulting from the tests, shall be the responsibility of the contractor except blowing the hydraulic shaft casing. All tests, i.e. safety, pressure, governor, etc., shall be conducted within the first month of the contract period and every twelfth month thereafter.

It will be incumbent upon the contractor to submit a report to the Department of Juvenile Services stating the results of these tests and to make the necessary repairs to place this equipment into condition that at least meets or exceeds the current safety requirements as proposed by ANSI and those of the State of Louisiana and the Parish of Jefferson.

All test reports must be submitted to the Department of Juvenile Services within one (1) month of the completion of each test. The contractor shall be responsible for any damages caused during the performance of any tests, unless otherwise specified in this agreement.

If a full load safety test is required during this agreement, it shall be scheduled on Saturdays by the Department of Juvenile Services and completed by the successful contractor at no additional cost to Jefferson Parish.

Section 6.0 Special Instructions:

The contractor shall maintain an adequate number of trained personnel at all times to perform major repair work, as well as routine maintenance work. These trained personnel shall be directly employed and supervised by the contractor.

The contractor must maintain a sufficient supply of emergency parts for repairs of this elevator in his maintenance warehouse. These supplies and parts must be available for immediate delivery and installation at all times. The Parish of Jefferson reserves the right to make periodic on-site checks of the contractor's maintenance warehouse in order to determine that a sufficient supply of emergency parts is actually stored there.

The following tests and parts lists are subject to check by the Department of Juvenile Services or their designated representative. If parts are not available in type and number of each unit of vertical transportation covered by these specifications, then the contractor must document that these parts are on order and when they will be placed on the job and in the warehouse.

The maintenance contractor shall have available upon request:

1. Complete up-to-date wiring diagrams
2. Complete parts leaflets
3. Engineering data for all load reactions and safety devices
4. Lists of both the parts and part numbers of stock listed under maintenance replacement parts that are stocked in the contractor's warehouse ready for immediate delivery, and those parts that can be delivered within twenty-four (24) hours.

The Department of Juvenile Services reserves the right to bring in an outside consultant to inspect the elevator listed in these specifications, at any time throughout the duration of the specified contract period, to determine the quality of service being performed as required within the terms of these specifications.

The contractor shall maintain a sufficient supply of the emergency parts in his/her warehouse for repair of each elevator. These parts shall be available for immediate delivery and installation. This inventory shall include as a minimum, the following for each size and type housed. Materials and/or parts to be used are to be genuine original manufacturer's renewal parts, or equal to those furnished with the original installation. The contractor shall maintain an up-to-date inventory of spare parts by part number. The inventory for each elevator covered in these specifications must be warehoused locally. The following parts must be available for immediate delivery:

1. Coils - minimum of one (1) for each type relay contractor used
2. Contacts - minimum of three (3) for each type used
3. Conductor- a supply for each type used
4. Motor Brushes- minimum of one (1) set for each type used
5. Supply of Lubricants for each requirement
6. Supply of Fuses
7. Interlock Rollers and Contacts - minimum of two (2) each type
8. Car and Hoistway Door Hanger Rollers - minimum of two (2) each type
9. Car and Hoistway Door Gibs - minimum of one (1) set each type
10. Car and Hoistway Door Closer Parts (Springs and Spirators, etc.)

11. Door Operator Belts, Chains and Brushes - minimum of one (1) set each type
12. Door Operator Drive Block, Clutch Rollers, and Fingers - minimum of one (1) set each type
13. Photo Electric Tube – minimum of one (1) each type
14. Landing Switch Equipment of Magnetic Inductor - minimum of one (1) each type
15. Solid State Timers and Printed Circuit Regulator Boards – minimum of one (1) each type
16. Saf-T-Edge Pivot Arm Assembly and Switch – minimum of one (1) each type
17. Signal Fixture Lamps – minimum of five (5) each type
18. Selector Cams and Contact Assembly – minimum of one (1) each type
19. Brake Contact – Minimum of one (1) each type
20. Normal Renewal Parts particular to equipment covered by these specifications
21. Supply of Selector Tapes to handle highest rise
22. Roller Guides and Gibs for car and counterweight
23. Power Supplies and Pre-Amplified for electronic proximity device
24. Car and Hoistway Door Shields
25. Car Door Electric Eye Photo Cell Replacement Units
26. Complete Car Door Safety Edge (Mechanical)
27. Transformers and Rectifiers for all controller power supplies
28. Door Operator Motors for each type used
29. Door Operator Gear Reduction Units for each type used
30. Controller and Selector Coils for each type used
31. Component Parts, Including Contacts, for each type switch used
32. Car and Hall Buttons, including electronic, with contacts for each type used
33. Solid State Components and Solid State Cards of type specified by manufacturer
34. Hatch Switch Cams Supports to handle highest rise. Replacement Relay for each type used
35. Selector Drive Motor
36. Machine Brake Shoes and Lining Assembly; minimum of one (1) set for each type
37. Replacement Relay for each type used
38. Hydraulic Jack Packing, or Seals, Gasket, Wiper Ring – minimum of one (1) for each type used
39. Dash Pot and Thermal Overloads – minimum of one (1) each type
40. Hydraulic Valves, Pistons, Springs, Gasket/" O" Ring Kit, Solenoid Needle, Solenoid Coil
41. Bearings for each type used

42. Hydraulic Valve Parts, Gaskets, "O" Rings and Hoses – minimum of one (1) for each type used. Valve includes Relief, Pilot, Lowering, Up and Check Valve, or any or the parts thereof
43. Hydraulic Fluid (110 gallons) as per original manufacturer's lubrication specifications

The following replacement parts are to be available and ready for delivery to the building within twenty-four (24) hours:

1. Rotating Elements for each type and size used
2. Stator and Filed Coils for each type used
3. Brake Coils for each type and size used

Where any of the parts listed are not required, these may be deleted. The contractor hereby agrees to allow the Jefferson Parish Department of Juvenile Services, or their authorized representative, to visit the contractor's parts storage facilities before the effective date of this contract in order to determine that the inventory is complete and in compliance with the terms set forth in these specifications.

Section 7.0 – Hours of Work:

All maintenance and scheduled repairs are to be performed during regular working hours (8:00 a.m. – 4:00 p.m., Monday through Friday) except holidays, unless other specific arrangements are made with, and agreed upon by the Parish of Jefferson.

Normal response time shall be no more than two (2) hours; however, in the event that someone is trapped in an elevator, the contractor shall provide an estimated time of arrival (ETA), and make every effort to arrive at the site as soon as possible.

Trouble calls should be responded to at any hour of the day or night, seven (7) days per week, with no additional charges to Jefferson Parish, to restore elevator services.

A nuisance call shall be defined as a call where the elevator shut-down was caused by a known or unknown source, and is outside of the scope of the contract, but the call is answered by the elevator personnel not knowing the cause. If time at the building is one (1) hour or less (to be documented by a person at the building), the cost is to be absorbed by the contractor. Any fraudulent documentation shall be cause for cancellation of the contract.

Contact Donald Spell, Property Manager, Department of Juvenile Services, between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, at (504) 364-3750 ext. 87408 to schedule repairs/visits.

Section 8.0 – Communications Monitoring:

The contractor shall provide twenty-four (24) hour emergency communications monitoring services for the duration of the maintenance contract. These services shall monitor all elevator emergency phones covered by this agreement and forward such calls to the appropriate authority. It shall be the responsibility of the owner to provide a list of contact persons to be notified in the event of an emergency. The elevator service contractor shall respond to appropriate calls such as persons stuck in the elevator. Jefferson Parish shall be provided with a printed record of the time, date, and location of each call with the necessary response.

The owner shall provide phones and a dedicated (non-PBX), touch-tone, business telephone line, terminated in the machine room. If the phone line is provided for remote elevator monitoring (REM), this same phone line can be shared with the elevator phones, in which preference is given to the elevator phones.

Section 9.0 – Failure to Report:

If the contractor fails to report with a qualified serviceman for a period in excess of two (2) hours from the time of the call of complaint, it is mutually agreed that the Parish may withhold, for each one (1) hour period, including the initial period thereof, the sum of \$50.00 from the succeeding month's billing, for each failure to report in a timely manner to a request for service. Further, it is mutually agreed that this sum is indicated, because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractor's failure to comply with this provision.

If an elevator remains out of service for a period in excess of forty-eight (48) hours due to neglect or failure to comply with the provisions of these specifications, or should the contractor fail to report with a qualified serviceman within the stated time frame, it is mutually agreed that the Parish may withhold, for each twenty-four (24) hour period, including the initial period thereof, the sum of \$100.00 from the succeeding month's billing for each failure to report in a timely manner to a request for service. Further, it is mutually agreed that this sum is indicated, because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractor's failure to comply with this provision.

Section 10.0 – Guaranty:

The contractor shall guaranty for a period of one (1) year from the date of installation or performance, all materials and/or labor provided. The contractor shall also guaranty that he will hold the Parish harmless from any damage arising from faulty workmanship or materials performed and/or installed within the duration of this contract.

All parts furnished and installed by the contractor shall be genuine replacements made especially for the elevator specified in this bid, unless substitution is specifically approved by the Parish of Jefferson. All workmanship shall be in accordance with the National Electric and/or Safety Code for Elevators, and the National Fire Protection Association (N.F.P.A.) Code.

In all cases the burden of proof that the proposed product offered for substitution is equal or superior in construction and efficiency to that named in the specifications or contract shall rest on the contractor, and unless the proof is satisfactory to the Department of Juvenile Services, the substitution will not be approved.

At the termination of this contract, the Parish shall retain all blueprints, wiring, diagrams, and any other pertinent data that may have been furnished by the Parish, the contractor, or the maintenance company.

All lubricants, cleaning materials, paint, cotton waste, hydraulic fluid, etc. shall be furnished by the contractor. All lubricants shall be of the proper type or grade for the use intended. The use of dirty, contaminated, or deteriorated lubricants is prohibited. Waste lubricants shall be disposed of by the contractor within the work day. The contractor will store all lubricants, fluids, etc., in approved containers and in a manner and place as designated by a representative of the Parish and selected by the Department of Juvenile Services. No open containers will be allowed to be stored on the premises, and the contractor shall supply all containers.

Section 11.0 – Existing Structure:

Should any cutting, patching, alteration, addition, or repairs to existing structure, wall, floor, ceiling, or part of building be required of this project, the successful bidder shall restore the alteration to its original condition, with the same type materials, finish, and workmanship.

Precautions must be exercised at all times to safeguard and protect from damage all Parish, public, and private properties. Any such damages shall remain the sole responsibility of the successful bidder.

Section 12.0 – Accident Prevention:

Precaution shall be exercised at all times for the protection of persons and property. Safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The contractor shall also comply with applicable requirements of the Occupational Safety and Health Act of 1970 and the latest revisions thereto.

Section 13.0 – Cleaning Area and Safety:

Job sites must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable materials must be removed from the jobs site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and other Parish Officials.

Section 14.0 – Permits:

The successful bidder shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcement. The successful bidder shall also be responsible for payment of these permits. All permits must be obtained prior to the start of the project.

Section 15.0 – Records:

The contractor shall maintain a complete, orderly, and chronologic file, including drawings, parts lists, specifications, and copies of all prepared reports. A record of all callbacks and repairs must be kept by the contractor, indicating any difficulties experienced and the corrective measures taken to eliminate these difficulties. A copy of all routine maintenance reports and trouble calls must be forwarded to the Department of Juvenile Services on a monthly basis. The reports, or trouble calls, must be verified and signed by a person designated by the Parish. The parish designee must be given, and will retain, a copy of these reports.

Section 16.0 – End of Contract Check List:

At the completion of the contract period, all repairs and maintenance to the elevator specified in this proposal must be completed in accordance with the terms set forth in these specifications, and a check list of all completed repairs and maintenance must be submitted to the Department of Juvenile Services for approval. Also, coinciding with the consummation of the original contract period, the warranty period stipulated in Section 6.0 of these specifications shall revert to the original manufacturer's warranty period unless the new contract is awarded to the same vendor.

All incomplete work will also be noted on a check list and submitted to the Department of Juvenile Services. All incomplete work listed on this check list, and any other repairs or maintenance deemed incomplete by the Department of Juvenile Services, must be performed and accomplished within a maximum of three (3) weeks after the duration of the contract period.

It is mutually agreed by the Parish and the successful bidder that he will complete the work noted by the Department of Juvenile Services, but related only to the contract period specified in this bid.

DATE: 3/18/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00144697

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

PURCHASING SPECIALIST:
MBUTTERY@jeffparish.net

Bids will be received until 11:00 AM, 3/25/2024 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

3, 4, 5, 6, 10, 12, 13

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 3/18/2024

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00144697

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

REVISED PER ADDENDUM #1

VENDOR: Otis Elevator Company

PURCHASING SPECIALIST:
MBUTTERY

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

May 6, 2024

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

N/A

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

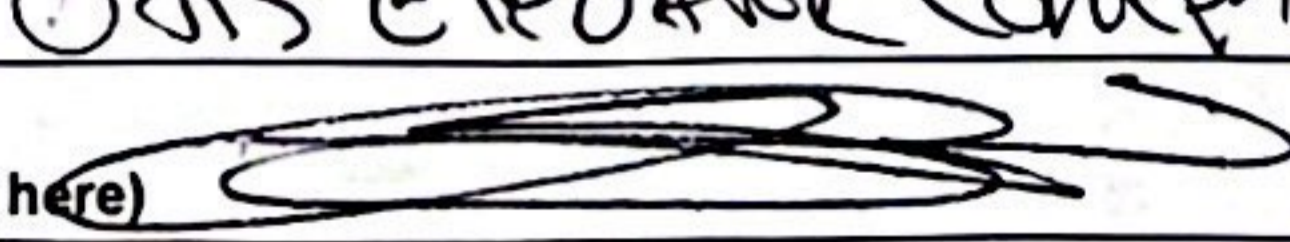
Acknowledge Receipt of Addenda: NUMBER: Addendum #1

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 299

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME:	Otis Elevator Company
SIGNATURE: (Must be signed here)	 TITLE: General Manager
PRINT OR TYPE NAME:	FRANCOIS Camenzuli
ADDRESS:	1013 Mariman Ct W, Suite B
CITY, STATE:	Metairie, LA
ZIP:	70001
TELEPHONE:	(704) 492-6919
FAX:	()
EMAIL ADDRESS:	emily.jarvis@otis.com

TOTAL PRICE OF ALL BID ITEMS: \$ 3,096

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00144697

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	24.00	MO	<p>Two (2) Year Contract for Full Maintenance Services and Repairs on One (1) Elevator for the Department of Juvenile Services</p> <p>0001 Two (2) year contract to provide all labor, materials and equipment necessary for full maintenance, services and repairs for One (1) elevator for the Department of Juvenile Services.</p>	\$129	\$3,096

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

March 20, 2024

ADDENDUM #1

Bid Number: 50-00144697

Bid Opening Date: March 25, 2024

Two (2) Year Contract for Full Maintenance Services and Repairs on One (1) Elevator for the Department of Juvenile Services

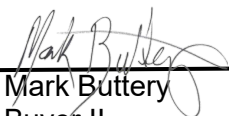
Revision:

Remove in its entirety from all bid documents, the elevator located at 100 David Drive, Metairie, LA. This elevator will not be apart of this contract per the department's request.

Please use the Bid Form attached to this addendum #1 which states Revised Per Addendum #1

This addendum will not extend the bid opening date.

Sincerely,



Mark Buttery
Buyer II

Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form by indicating the addendum number listed above. Failure to list each addenda number on the bid form will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

JOSEPH S. YENNI BUILDING - 1221 ELMWOOD PARK BLVD - SUITE 404 - JEFFERSON, LA 70123 - PO BOX 10242 JEFFERSON, LA 70181-0242
OFFICE 504.364-2678

GENERAL GOVERNMENT BUILDING - 200 DERBIGNY ST - SUITE 4400 - GRETN, LA 70053 - PO BOX 9 - GRETN - LA 70054
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET

WEBSITE: WWW.JEFFPARISH.NET

<p align="center">OTIS ELEVATOR COMPANY ("Contractor")</p> <p align="center">ACKNOWLEDGMENT</p> <p align="center">MAINTENANCE</p>	Contract Number: TBD
	Your Order Number: TBD
	Acknowledgement Date: March 22, 2024
<p align="center">Thank you for your order. Please refer to our contract number in all correspondence. Address all inquiries to: OTIS ELEVATOR COMPANY</p>	Sold To: Jefferson Parish ("Owner" or "you")
	Job Locations: Department of Juvenile Services 1546-B Gretna Blvd., Harvey, LA, and 100 David Dr., Metairie, LA

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

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

TWO (2) YEAR CONTRACT FOR FULL MAINTENANCE SERVICES AND REPAIRS ON TWO (2) ELEVATORS FOR THE DEPARTMENT OF JUVENILE SERVICES:

Section 4.0 (2) - Repair or Replacement, Section 6.0 – 6th Paragraph, Section 10.0 – 2nd Paragraph:

Repair or replacement of parts no longer produced or readily available are specifically excluded under the coverage of this contract. Current wiring diagrams reflecting all changes for the Non-Contractor Units covered by this contract will be provided by Owner but will remain Owner's property.

Section 4.1:

Contractor is not required to:

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

Contractor is not responsible for:

- car enclosures (including but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, when affected by building compression or shifting hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, buried piping, escalator balustrades, lighting and wedge guards;
- for computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by Contractor;
- instructions or warnings in connection with use by passengers.

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

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

Section 7.0 – 4th Paragraph; and Standard Insurance Requirements for Bidding Purposes – 1st Paragraph:

Contractor does not agree to any termination for convenience by Owner. The Owner may, however, by written notice to Contractor, terminate the Contract if Contractor fails to perform any of its material obligations hereunder and does not commence to cure such failure within thirty (30) days after receipt of written notice from the Owner specifying in detail such failure.

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

Section 9.0:

Contractor does not agree to be liable for any such financial penalties, charged, or discounts. No Backcharges will be accepted by Contractor without the prior written approval of an authorized representative of Contractor.

Section 10.0 – 1st Paragraph – Warranty; and Invitation to Bid – 7th Paragraph:

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

Section 10.0 – 1st Paragraph – Indemnity:

Contractor agrees to indemnify Owner for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Contractor's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Contractor's duty to indemnify does not include a duty to defend during the pendency of any claim or action. In all other instances, Owner shall defend, indemnify, and hold Contractor harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the elevator or escalator equipment, or Owner's obligations under or material breach of the Contract.

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

Section 11.0 – 1st Paragraph:

Contractor acceptance is conditioned on the understanding that others shall furnish at their cost the cutting and patching of walls, floors or structural portions of the building.

Section 11.0 – 2nd Paragraph, Section 12.0:

Contractor does not assume any liability or responsibility for loss or damage to its Work nor to any property, equipment or materials that is caused by the Owner or anyone for whom the Owner is responsible.

Invitation to Bid – 1st Paragraph:

Contractor agrees to abide by Owner's safety policy as long as said policy is not in conflict with Contractor's safety policy(ies) or Contractor's agreement with the International Union of Elevator Constructors (IUEC).

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

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

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

Instructions for Bidders and General Conditions – 2nd Paragraph:

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

Instructions for Bidders and General Conditions - Additional Requirements for this Bid (10); and Standard Insurance Requirements for Bidding Purposes:

Notwithstanding anything to the contrary, Contractor will supply an insurance certificate evidencing the insurance carried by Contractor conditioned on the understanding that it represents full compliance with all insurance requirements applying to Contractor under the Contract and for the Work. Contractor does not provide copies of its insurance policies, certified or otherwise, does not waive subrogation and does not add others as additional insured. All limits and values related to coverage if any is provided to Owner shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an occurrence basis. Coverage Limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of including parties as an additional insured, such parties shall be named on a separate Owner's and Contractor's Protective Liability Policy (OCP) with limits of \$2,000,000.

Contractor shall not be required to comply with requirements from third party vendors of any kind including without limitation insurance compliance vendors nor shall Contractor be responsible for any costs associated with same.

Invitation to Bid - All Bidders must Complete Section below:

Owner shall make payments on or before the last day of the month prior to the applicable billing period, starting on the commencement date of the Contract. At Contractor's discretion, the Contract price shall be adjusted upwardly by the percentage increase to reflect increases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase in the straight time hourly labor cost. Additionally, at Contractor's discretion the price may be adjusted as a result of increases in connection with environmental requirements, or changes to government laws or regulations including local, state, or federal taxes or tariffs.

Section 17 (New Section) – Delays Beyond Contractor's Reasonable Control:

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

OTHER PROVISIONS - IN GENERAL:

OVERTIME

Should Contractor agree to work overtime, Owner agrees to pay Contractor's overtime premium wages.

ASBESTOS/HAZARDOUS MATERIALS

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

WC IMMUNITY

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

TOOLS

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

SOFTWARE

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

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

BACKGROUND CHECKS AND TESTS

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

AUDITS

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

CONFIDENTIALITY

To the extent that a party receives ("Receiving Party") any non-public data, information and other materials from the other party ("Disclosing Party") that is disclosed pursuant to the Contract (hereinafter "Confidential Information"), the Receiving Party shall not with respect to such Confidential Information (1) disclose the Confidential Information to any third party, (2) use the Confidential Information for its own benefit, or (3) use the Confidential Information for the benefit of others. Each party shall safeguard any Confidential Information received pursuant to the Contract using at least the level of care that it uses to protect its own confidential information, but in no case shall it use less than reasonable care. Neither party shall have an obligation of confidentiality with respect to any Confidential Information which: (i) was already known to the Receiving Party prior to acquisition from, or disclosure by the Disclosing Party; (ii) is received without restriction as to disclosure by Receiving Party from a third party having the right to disclose it; (iii) is approved for release by written authorization from the Disclosing Party; or (iv) is or becomes publicly known without fault of the Receiving Party. The Disclosing Party may at its sole discretion request the return and/or deletion of any Confidential Information provided to the Receiving Party, and the Receiving Party shall immediately delete and/or return such Confidential Information and certify in writing its compliance with the request. The Receiving Party shall not reverse engineer, reverse assemble, or decompile Confidential Information. Confidential Information may be disclosed to (i) contract workers, consultants and agents of the Receiving Party or (ii) the owner of the subject equipment at the subject premises who have a need to know for the benefit of Contractor and who have executed agreements with the Receiving Party obligating them to treat such information in a manner consistent with the terms of the Contract.

IUEC/UNION:

Contractor has a contract with the International Union of Elevator Constructors (IUEC) and therefore cannot agree to be bound by any provision that modifies or conflicts with the union labor agreement.

GENERAL PROVISIONS:

Section 6.0 Special Instructions: Contractor does not agree to storing spare parts to each elevator, but will order parts as needed.

Section 7.9 – Hours of Work Paragraph 4: Contractor does not agree to absorb costs for nuisance calls, regardless of hours at the building.

Signature Contract



**Signature
Service**

ACCOUNT NAME & ADDRESS

Juvenile Justice Center
1546 Gretna Blvd.
Gretna, LA 0

CUSTOMER NAME & CONTACT INFO

CONTRACT SUMMARY



MAINTENANCE

Overview of your preventative maintenance plan and which parts are included



RELIABILITY & RESPONSIVENESS

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



COMMUNICATION

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



SAFETY & ENVIRONMENT

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



SCHEDULE & CLARIFICATIONS

Terms and conditions about our regular working hours, insurance coverage and legal requirements



PAYMENT & ACCEPTANCE

Price and term of agreement followed by the signatory area and billing information

COVERAGE TERMS

Price : \$129.00 per month, payable annually in advance
Duration : two (2) year(s)

DELIVERING THE PROMISE

We look forward to delighting you with world class service.

Otis Elevator Company
M:

1013 Harimaw Court West, Suite B
METAIRIE, LA 70001
otis.com

For emergencies:
OTISLINE® Customer Care 800.233.6847

OTIS
Confidential

Otis Service

3/25/2024

CUSTOMER NAME

Juvenile Justice Center
1546 Gretna Blvd.
Gretna, LA 0

OTIS ELEVATOR COMPANY

1013 Harimaw Court West, Suite B
METAIRIE, LA 70001

PROJECT LOCATION

Juvenile Justice Center
1546 Gretna Blvd.
Gretna, LA 0

PROPOSAL NUMBER

QTE-001867310

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

EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	Thyssen	ONLY ELV	AGL025

CONTRACT PRICE

The contract gross price is one hundred twenty-nine dollars (\$129.00) per month, payable annually in advance.

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

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

TERM & RENEWAL

The Commencement Date will be 5/6/2024. The initial term of this Contract will be for two (2) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive two (2) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

PAYMENT

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

INVOICE DELIVERY

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

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

AUTOPAY

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

PRICE ADJUSTMENT

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

OTIS MAINTENANCE MANAGEMENT SYSTEM™ (OMMS™)

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

MAINTENANCE

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

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices,

computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

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

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

PARTS COVERAGE

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

PARTS INVENTORY

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

QUALITY CONTROL

Otis will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and ASME A17.1 Code ("Code" or "Elevator Code") consultation to support our maintenance organization.

CUSTOMER REPRESENTATIVE

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not

hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

REPORTS – CUSTOMER PORTAL

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

SAFETY

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

SAFETY TESTS – HYDRAULIC ELEVATORS

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

RUPTURE VALVE TEST

We will conduct a rupture valve test every fifth year. The Rupture Valve, also referred to as an “Overspeed Valve” or “Safety Shut Off Valve,” is designed to protect against an elevator traveling over standard speed in the down direction due to a supply line failure or car overload situations. The valve is mounted next to the cylinder and monitors the flow of oil between the rupture valve and the power unit. The valve is adjusted to stop the elevator in the event of a failure.

FIREFIGHTERS' SERVICE TEST

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

24 – HOUR DISPATCHING

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

TRAVEL TIME AND EXPENSE

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

NORMAL HOURS

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

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

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

Regular working days: Monday – Friday excluding holidays.

OVERTIME SERVICE REQUESTS

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

SPECIAL PROVISIONS

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

Prior to the start of the contract, Otis would need to replace the packing. This would be an additional charge paid by the customer.

EXCLUSIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Further, we will not be responsible for, required, or liable: (i) to perform any tests other than those required by applicable Elevator Code in effect on the Commencement Date of the initial term; (ii) to make any replacements with parts of a different design or type or where the original item has been replaced by an item of a different design; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, upgrade or modernize Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including but not limited to parts for which the original design is no longer manufactured or available for sale by the original equipment manufacturers or that is replaceable only by fabrication or purchase from a different after-market distributor or manufacture; (vii) to replace or repair any equipment (except Screen equipment set forth below) more than twenty (20) years and one calendar day from the original installation date; (viii) to repair or replace any touch screen, touch pad, tactile pad including without limitation LCD, LED, CRT, TFT, DLP, Plasma, or OLED screens (such

as, but not limited to, Otis Compass screens) (collectively "Screen") or any component or part directly connected to the Screen for up to and no more than one (1) year and one calendar day from the original installation date; (ix) to provide reconditioned or used parts; (x) to make any replacements, renewals, repairs or provide any service necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, epidemic, pandemic, quarantine, earthquake or other act of nature or God, vandalism, misuse, abuse, mischief, or repairs by others. Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), or excessive humidity.

UPGRADES

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

OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS

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

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

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

QUALITY AUDITS

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

MAINLINE DISCONNECTS

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

ACCESS

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

ENVIRONMENTAL PROTECTION

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

MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS

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

INSTRUCTIONS / WARNINGS

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

LOCK OUT / TAG OUT ("LOTO")

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

WIRING DIAGRAMS

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

SERVICE TOOLS

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

RESPONSIBILITY FOR THE UNITS

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

APPLICABLE CODE AND VIOLATIONS

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

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

THIRD PARTY INTERFACE

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

ELECTRICAL AND LIGHTING REQUIREMENTS

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

ACCIDENT

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

ENTRAPMENT

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

ALTERATIONS

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

TELEPHONE

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

PRIVACY

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

PURCHASE ORDERS

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

MATERIAL BREACH BY CUSTOMER

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

TERMINATION FOR CUSTOMER'S BREACH

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

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

TRANSFER OF INTEREST IN PROPERTY

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

FORCE MAJEURE

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

LIMITATION ON DAMAGES

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

INDEMNITY

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

INSURANCE

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

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

CERTIFICATES

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

OWNERS AND CONTRACTORS PROTECTIVE (O&CP) POLICY

The Contract Price will be adjusted to reflect increases or decreases in Otis' cost of purchasing such coverage. Such adjustment will be made annually on the anniversary of the Effective Date. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000.

THIRD PARTIES

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

CONFIDENTIALITY

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

ENTIRE CONTRACT

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

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

OUT OF SCOPE SERVICES

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

AMENDMENT

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



SUBMITTED BY: Emily Jarvis
TITLE: Senior Associate, Modernization Sales
E-MAIL: Emily.Jarvis@otis.com

Accepted in Duplicate

Juvenile Justice Center

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Francois Camenzuli

Title: _____

Title: Sr Manager & GM, New Orleans

Email: _____

Email: Francois.Camenzuli@otis.com

Company Name: Juvenile Justice Center

☐ Principal, Owner or Authorized Representative of
Principal or Owner

☐ Agent _____

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: Juvenile Justice Center	Name:
Address: 1546 Gretna Blvd.	Phone Number:
Address 2:	Email:
City: Gretna	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code: 0	

TAX STATUS

Are you tax exempt? (Check one)

Yes No

--	--

If yes, please provide tax exempt certificate

PURCHASE ORDER & WORK ORDER REQUIREMENTS

Contractual Services

Yes No

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

--	--

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

Name:

Phone:

Email Address:

Purchase Order Expiration Date:

Purchase Order Number:

Purchase Order Renewal
Frequency (Check one)

Monthly

Quarterly

Annual

--	--	--

NON-CONTRACTUAL SERVICES

Yes

No

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

--	--

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

PO#

Value

--	--

WORK ORDER MANAGEMENT

Yes

No

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

CERTIFICATE OF INSURANCE

Yes

No

Do you require a certificate of insurance?

--	--

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

Certificate Holder Name:

Certificate Holder Address:

Email address for delivery of certificate:

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

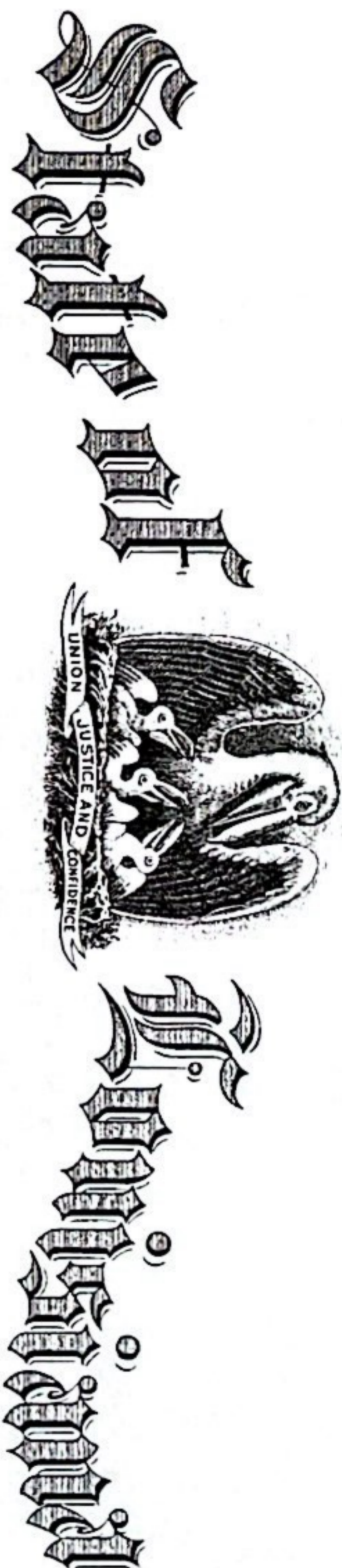
Yes

No

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

--	--

If yes, please provide site name:



State Licensing Board for Contractors

This is to Certify that:

OTIS ELEVATOR COMPANY
Attn: Legal Dept., 1 Farm Springs Rd.
Farmington, CT 06032

is duly licensed and entitled to practice the following classifications

SPECIALTY: ELEVATORS, DUMBWAITERS AND ESCALATORS



Expiration Date: March 29, 2025

License No:299

Witness our hand and seal of the Board dated,
Baton Rouge, LA 30th day of March 2022

Will S MacP

Director

Lee M. Mott

Chairman

This License Is Not Transferable

Andy Brown

Treasurer

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Otis Elevator Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

One Carrier Place

Requester's name and address (optional)

6 City, state, and ZIP code

Farmington, CT 06032

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

1	3	-	5	5	8	3	3	8	9
---	---	---	---	---	---	---	---	---	---

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 1/4/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2022

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

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

PRODUCER MARSH USA, INC. 28 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 CN103059650-01s-STAND-22-23	CONTACT NAME PHONE FAX E-MAIL ADDRESS: Ots CertRequest@marsh.com INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A</th> <th>NAIC #</th> </tr> <tr> <td>National Union Fire Insurance Co. Of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : All Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A	NAIC #	National Union Fire Insurance Co. Of Pittsburgh, PA	19445	INSURER B : All Insurance Co	19399	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED OTIS WORLDWIDE CORPORATION OTIS ELEVATOR COMPANY ONE CARRIER PLACE FARMINGTON, CT 06032															

COVERAGES	CERTIFICATE NUMBER: NYC-011501495-03	REVISION NUMBER: 8
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADOL. SUBR. BOLD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		9584109 "\$2,000,000 General Aggregate" "Per Project / Location"	12/01/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY		7281055 (AOS) 7281056 (NA) 7281057 (NA)	12/01/2022	12/31/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		9584111	12/01/2022	12/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/PROHIBIT/CO-PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/T/N <input checked="" type="checkbox"/> N/A	35901953 (AOS) 35901954 (CA) 35901955 (RI)	12/01/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

To be used for the Insured division: Otis Elevator Company, 1013 Hainbow Court West, Suite B, Metairie, LA 70001.

This certificate only applies to CF4

CERTIFICATE HOLDER Office of the State Fire Marshal Licensing Section 8181 Independence Blvd Baton Rouge, LA 70806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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