SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #0800420-TKE FOR COMPREHENSIVE SERVICE, REPAIR, MAINTENANCE, MODERNIZATION, INSPECTION, CERTIFICATION OF ELEVATORS, LIFTS, AND ESCALATORS

BID #: POA-71084-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM OCTOBER 1, 2021 THROUGH AUGUST 28, 2024 WITH ONE YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #080420-TKE for Comprehensive Service, Repair, Maintenance, Modernization, Inspection, Certification of Elevators, Lifts, and Escalators with TK Elevator Corporation. Period of Service will be from October 1, 2021 through August 28, 2024 with one (1) one (1) year renewal option. Total award amount not-to-exceed $5,000,000.00.

This award will be funded by various account(s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, Sourcewell RFP, Master Contract, Proof of Publication, Proposal, RFP Comment & Review, COI Documents

BUYER: Nekole Hulitt **RESPECTFULLY SUBMITTED** _____
NEKOLE HULITT
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY ONE JACKSONVILLE

DATE: June 08, 2021

TO: Gregory W. Pease, Chief
Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, CFM, Chief

SUBJECT: Recommendation to Piggyback Sourcewell Contract #080420-TKE with TK Elevator Corporation for Comprehensive Service, Repair, Maintenance, Modernization, Inspection, Certification of Elevators, Lifts and Escalators

The Public Buildings Division recommends approval to utilize the Sourcewell contract #080420-TKE with TK Elevator Corporation for comprehensive service, repair, maintenance, modernization, inspection and certification of elevators, lifts and escalators. The initial term of the agreement will be from October 1, 2021 through August 28, 2024 with one 1-year renewal option with a not-to-exceed limit of $5,000,000.00.

Funding will be encumbered by purchase orders against the contract purchase agreement account to be determined by the building being serviced, work being performed, and the fiscal year. A formal contract will be executed through the Office of General Counsel.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or concerns regarding this matter, please contact David Smith at 904-255-4342.

Attachments:

- Sourcewell RFP
- Sourcewell Master Contract
- Sourcewell Proof of Publication
- Sourcewell Proposal
- Sourcewell Comment and Review to RFP
- Supplier's Certificate of Insurance

cc: Nekole Hulitt, Purchasing Analyst
David Smith, Contract Administrator
Steve Schlessinger, Public Works Contracts and Finance Manager

RFP #080420
REQUEST FOR PROPOSALS
for
Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

Proposal Due Date: August 4, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 16, 2020
Pre-proposal Conference:	July 8, 2020, 10:00 a.m., Central Time
Question Submission Deadline:	July 28, 2020, 4:30 p.m., Central Time
Proposal Due Date:	**August 4, 2020**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 4, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies, including, but not to be limited to:

    a. Elevators, escalators, and moving walkways;

b. Dumbwaiters;

c. Wheelchair, vertical and inclined platform lifts;

d. Installation, modernization, preventative maintenance services, emergency and on-call response services, repair, inspection, and warranty services related to a. - c. above; and,

e. Supplies, parts, and accessories related to a. - d. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

2. The primary focus of this solicitation is on elevators, escalators, and moving walks. This solicitation should NOT be construed to include:

a. Pool or physical therapy lifts.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Vehicle Lifts, with Garage and Fleet Maintenance Equipment (RFP #013020)

b. Facility MRO (Maintenance, Repair & Operations), Industrial & Building Supplies with Related Equipment, Accessories (RFP #121218)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell

6/17/2020

Addendum No. 1
Solicitation Number: RFP 080420
Solicitation Name: Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where are the details for the products that we're providing services (i.e. how many elevators would we be servicing, where are their locations, etc.)?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Participating Entities. Refer to RFP Article I., Section B – Participating Entities and Use of the Resulting Contracts.

End of Addendum

Acknowledgement of this Addendum to RFP 080420 posted to the Sourcewell Procurement Portal on 6/17/2020, is required at the time of proposal submittal.

Sourcewell

Solicitation Number: RFP #080420

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and thyssenkrupp Elevator, 3100 Interstate North Circle Suite 500, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 28, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this

indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. No party shall be liable for consequential damages under this Contract.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require

similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 8/26/2020 | 9:50 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC
Chad Coauette
Title: Executive Director/CEO

Date: 8/26/2020 | 12:23 PM CDT

thyssenkrupp Elevator

DocuSigned by:
By: Mark Hintz
62E6066A69F2417
Mark Hintz
Title: Vice President Contracts Department

Date: 8/26/2020 | 7:07 PM CEST

RFP 080420 - Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

Vendor Details

Company Name:	thyssenkrupp Elevator
Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339
Contact:	Jamie Blackman
Email:	jamie.blackman@thyssenkrupp.com
Phone:	770-799-0478
HST#:	62121126-7

Submission Details

Created On:	Monday July 06, 2020 07:33:19
Submitted On:	Friday July 31, 2020 01:48:41
Submitted By:	Jamie Blackman
Email:	jamie.blackman@thyssenkrupp.com
Transaction #:	32231029-e36b-494f-a111-141e907ae5cd
Submitter's IP Address:	96.77.92.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	thyssenkrupp Elevator
2	Proposer Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339
3	Proposer website address:	www.thyssenkrupp.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Regards, Mark Hintz Vice President, Contracts Department 70 799 0448, mark.hintz@thyssenkrupp.com thyssenkrupp Elevator Corporation, 3100 Interstate N Cir SE, Suite 500, Atlanta, GA 30339
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Jaudes, CEI National Account Manager Government contracts 972-365-6128
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Blackman National Accounts Coordinator, National Accounts 770-799-0478

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	ThyssenKrupp Elevator is a US $3.8 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, ThyssenKrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. ThyssenKrupp Elevator is represented by over 135 branches and 546 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies. ThyssenKrupp Elevator's ultimate parent is ThyssenKrupp AG, a large German corporation headquartered in Düsseldorf. ThyssenKrupp AG's predecessor, Thyssen AG entered the North American vertical transportation market in the 1980's, and was growing its business, when it acquired Dover Elevator Company in July 1999. Dover was well established in the U.S. market, and the merger of these two companies created the largest vertical transportation company in North America. Thyssen and Dover Elevator joined forces as ThyssenKrupp Elevator with one purpose: to exceed member expectations with a powerful combination of products, services and technology
8	What are your company's expectations in the event of an award?	Our expectation as an existing provider is to continue to grow both Sourcewell and our portfolios in providing unsurpassed services to our customers
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	thyssenkrupp Elevator is a US $3.8 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, thyssenkrupp Elevator Corporation provides a full range of elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. thyssenkrupp Elevator is represented by over 135 branches and 564 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies **Please see the Attachment thyssenkrupp 2018-2019 Financial Report** ***Please see the Attached DNB Rating Report***
10	What is your US market share for the solutions that you are proposing?	US Market Share : 38%
11	What is your Canadian market share for the solutions that you are proposing?	• Canadian Market : 40%
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. ThyssenKrupp Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, ThyssenKrupp Elevator Corporation is a $3.8 billion company.

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B- thyssenkrupp does not have a dealer network; all products and services are performed and manufactured by thyssenkrupp. Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our elevator service technicians are licensed to perform services on all vertical transportation. Both by the IUEC and local authorities having jurisdiction. ***Please see Attachment for State Contractors Licenses ***	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In the past 10 years thyssenkrupp has not had any suspensions or debarments.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2015 ThyssenKrupp Recognized by MIT Technology Review as One of the 50 Smartest Companies - ThyssenKrupp Elevator Wins 2015 Tennessee Governor's Environmental Stewardship Award - ThyssenKrupp Elevator's Enviromax® Earns Top Awards from Environmental Leader - ThyssenKrupp Elevator's U.S. Factory Earns LEED ® Gold Certification Middleton - 2016 thyssenkrupp' s installation of 53 elevators and 88 escalators in Rome's metro Line C in Italy has won of the "Project of the Year 2016" Award, in the Escalators category presented by international magazine Elevator World. ***All awards listed above are attached in our proposed documents***	*
17	What percentage of your sales are to the governmental sector in the past three years	We currently maintain a Federal Service Supply contract for the next 20 years and have for the last 20 years. Approximately 23% of our maintenance is with federal. state, local and city government.	*
18	What percentage of your sales are to the education sector in the past three years	Education: 15%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	thyssenkrupp Elevator does business with multiple cooperative purchasing companies such as, Omnia, Vizient, Premier, Equalis and Healthtrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that thyssenkrupp maintains. The release of any other customers' information without their approval is against thyssenkrupp policy.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - FSS 9M+ GSA - PBS 9M+	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	*
The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	*
The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	The release of any other customers' information without their approval is against thyssenkrupp policy.	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various States	Government	Georgia - GA	Vertical Transportation	100+ locations	Approximately 669K – Annual	*
Various States	Government	Georgia - GA	Vertical Transportation	148 Locations	Approximately 3.2M – Annual	*
University	Education	Florida - FL	Vertical Transportation	138 Units	Approximately 1M – Annual	*
University	Education	North Carolina - NC	Vertical Transportation	357 Units	Approximately 1.3M Annually	*
University	Education	Colorado - CO	Vertical Transportation	167 Units	Approximately $313K Annually	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

23	Sales force.	thyssenkrupp Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. These locations are as listed below. See Attachments Question #17 Sales Force Map & Branch location Map for the listing of over 135 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available. Total number and location of sales persons employed by Supplier. • Pacific Northwest - 52 • California - 59 • Southwest - 47 • Midwest - 73 • Central US - 52 • South – 50 • Southeast - 53 • Florida - 56 • Mid-Atlantic - 48 • Northeast - 53 • TOTAL – 546 Sales employees
24	Dealer network or other distribution methods.	Services are scheduled and provided at a local branch level. Distribution of products will be managed at the local level, we have branches/locations in North America..
25	Service force.	Service Force: • Thyssenkrupp has 3200+ service technicians in the US and Canada. All service technicians are IUEC members and employees of thyssenkrupp Elevator
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide Regular and Routine Maintenance 7/24/365. All maintenance programs are code compliant and if needed adjusted to meet our member needs. You can always count on our: • 2,600 highly-trained service technicians, experts in thyssenkrupp and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 thyssenkrupp call center, standing by to quickly take your call • Customer Portal, an online tool for managing your elevator account and placing service requests • Global network of engineers and experts, International Technical Services • Advanced diagnostic tools for communicating with thyssenkrupp and third-party equipment • Predictive maintenance solution, MAX, which dramatically improves elevator uptime using Internet of Things (IoT) technology • Dedicated account managers, your point of contact for account-related issue • Capital planning services to help you budget for future expenses For an emergency such as an entrapment our goal is to get respond in 30 minutes or less, however due to locations outside of our control including but not limited to traffic, environment, location and access. hour during normal business hours, if not sooner. For an entrapment after normal business hours, we would strive for onsite response in less than 2 hours. For non-emergencies service requests during normal business hours, we should meet same day response. For non-emergency service requests after normal business hours, we will strive to provide response by the following business day. ** Please see the Attachment: Service Brochure**

27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Thyssenkrupp elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth. thyssenkrupp Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	thyssenkrupp Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers. Thyssenkrupp elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	thyssenkrupp is able to service all areas of the US and Canada
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our services will be available to all participating entities
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no defined specific contract requirements or restrictions that would apply.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon Award we will schedule online training with all offices and supply them with the new materials to be able to discuss with entity's the Sourcewell program. • We will post on our social media site a link to the Sourcewell website. • Continued participation in trade shows within our industry posting placards stating that we are a supplier for Sourcewell. • Additionally, we will host a conference call with our District VPs to inform them of any changes that might have been made to our existing contract with Sourcewell. ***Please see uploaded Sourcewell Introduction Letter and Quick Reference Guide.*** If awarded these can be modified if requested
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	• On our internal website we will post a link to all required documents and forms to sell these services to the membership • On our social media site we will post a link to the Sourcewell Website • When participating in trade shows within our industry posting placards stating that we are a supplier for Sourcewell • Additionally, local meetings with BOMA and facilities management companies.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer Question Number 32. thyssenkrupp, if awarded will send out an information package on any and all new information for Sourcewell to all of our branches. They will receive a copy of the contract and any training material needed. They will also receive the negotiated billing rates and labor rates. An aggressive training schedule will be established between National Accounts and the Regions to educate them on the Sourcewell processes and documentation. Our expectation of Sourcewell s role is promoting thyssenkrupp and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an Sourcewell supplier, we would also expect the continued open line of communication between thyssenkrupp and our customers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, there are many moving parts that require direct communication between the customer and thyssenkrupp before services can be provided. Elevators are not a shelf type product, all services and products come directly from thyssenkrupp and services are performed by thyssenkrupp employees.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Do to the elevator safety code requirement and reliability associated with elevators and escalators our training for the general public is limited to the in car or group panel operational switches. There is no charge for training on the proper usage of these switches for operational control.

37	Describe any technological advances that your proposed products or services offer.	New Installation: In 2015 thyssenkrupp partnered with Microsoft Azure enterprise to introduce the MAX, an elevator extension to bring the technology into the Internet of Things. Instead of delivering a brand-new elevator, thyssenkrupp' s MAX is a box that costs "less than an iPad" and attaches to existing elevators. The MAX keeps tabs on the elevator's vitals so it can send maintenance calls when it senses parts wearing out and, once enough data is collected, make data models that set up maintenance calls before parts break. By using MAX, large buildings and skyscrapers can set their elevators to anticipate rush-hour surges in the lobby or on upper level floors that have higher demand. In addition, MAX, powered by Microsoft's Azure cloud technology, can help drive a wide range of other efficiencies, like keycard connectivity that can automatically whisk riders directly to their floor. MAX uses the cloud to monitor each individual component of the elevator, so each lift can get planned proactive maintenance before it breaks down, rather than unexpected work afterwards.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sustainability is embedded in the strategies, policies and business practices of ThyssenKrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow. • Green Rating Systems and LEED - Our commitment to green building is companywide. We are a corporate-level member of the US Green Building Council and a Visionary Sponsor of the Living Building Challenge • Material Transparency - We are at the forefront of the building industry – pioneering a new vision of manufacturing product transparency. • Products and Services - From elevator fluids to lighting, our products and services are designed with the environment in mind. • Corporate Citizenship - Looking out for our people and our communities is just as important to us as building premium products.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	***Please see the attached LEED Certificate BioBlend Enviromaz***
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	thyssenkrupp is committed to developing MBE/WBE/DVBE enterprnses in the marketplace. thyssenkrupp currently spends over $8,000,000.00 annually with MBE/WBE/DVBE enterprises. In order to ensure the quality of our preventative maintenance programs and services provided to TKE's Customers we do not plan to subcontract ANY part of our preventative maintenance or repair work. However, thyssenkrupp does purchase materials and parts from MBE/WBE/DVBE enterprise suppliers. Below is a list of some of the larger MBE/WBE/DVBE firms that we currently do business with and our annualized spend for each vendor. ***Please see Attachment MBE/WBE/DVBE/SBE Participation Program***

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Here at thyssenkrupp Elevator we say, "we engineer confidence." We take this statement seriously. Over 10,000 manufacturing, installation, service, repair, sales and management professionals work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely. From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry. As the largest producer of elevators in the Americas with over 135 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment. When something does go wrong, you want to know someone is there to help. That's why thyssenkrupp Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds. Our local team is ready to assist you in making sound decisions about your needs and systems

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, if installed by thyssenkrupp and if we currently maintain the equipment.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	thyssenkrupp shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement or equipment not under thyssenkrupp service
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, it does cover the expense of technicians' travel time and mileage to perform warranty repairs
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, thyssenkrupp can provide a certified technician in all regions.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	thyssenkrupp Elevator will cover warranty service or proposed installed and maintained or under service by thyssenkrupp.
47	What are your proposed exchange and return programs and policies?	No, thyssenkrupp does not exchange or return parts or equipment
48	Describe any service contract options for the items included in your proposal.	• thyssenkrupp elevator is flexible in contract negotiation to meet the need of the member. Belo are the four major contract variation, all contract levels meet code compliance • Bronze • Gold • Platinum • Platinum Premier ***Please see attachment with Service Level Explanations***

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	• Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30. • Repair: 50% upon award, 50% upon completion of the work. • Construction: Progressively in line with percentage of completion. 10% retainage. • However, with advanced notice we can accommodate most any billing and collection terms • Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No, we do not provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All orders are processed through our local branch. Orders are not taken through a public ordering system. Orders are placed internally and tracked by our system. All payment invoicing and collections tracking are performed by an Oracle system locally and nationally, and at this time we are unaware of any limitations. We are currently reporting quarterly to Sourcewell and have no issue to date All requests are made to the National Account POCs, that way they can be tracked accordingly and distributed to the correct branch for activation and response.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options. • Credit Card Payments as well.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing attachment is a Not to Exceed Pricing Schedule ***See Pricing Schedule*** • Sourcewell Billing Rates 2020 RFP #1080420 • Sourcewell Not to Exceed Pricing 2020 RFP #1080420
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% lower than posted National pricing
55	Describe any quantity or volume discounts or rebate programs that you offer.	Based on individual volume by member, additional discounts can be negotiated by the local branch
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Based on individual volume by member, additional discounts can be negotiated by the local branch. Materials purchased for out of scope work sold to the customer will have a markup capped at not to exceed 30%
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	No additional cost for standard contract services
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For items not covered by the agreement additional shipping charges to expedite may be accessed
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No change for these locations
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Does not apply

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	Is a not to exceed matrix based on union labor rates by location across North America and at a 20% reduction of our nationally posted rates. *** See Attached NTE Billable rates Pricing document****

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A singular point of contact in the National Accounts Department has been established to coordinate with the local branches to ensure that pricing meets the requirements of the master agreement. Should the member request an additional audit, the request would be made through that point of contact to verify in document compliance from the local branch. All contract before submission are review by National Accounts and our Vice Presidents of contract along with our account receivable department to ensure pricing is contract compliant and that the proper reporting will be made to Sourcewell.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	A 4% administrative fee will be paid on new installation, modernizations, quoted repair and regular and routine maintenance services.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year. Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escaltoprs moving wsalks ect/.. Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation. Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Service: thyssenkrupp Elevator provides local and national service for all vertical transportation systems Consulting: Site Audits for contract compliance and Capital Planning.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Modernization • New Installation • Site Reviews • Capital Planners • Telephone Monitoring • Repair • Vertical Transportation Maintenance

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Elevators	(•) Yes ( ) No	All models and manufacturers	*
67	Escalators	(•) Yes ( ) No	All models and manufacturers	*
68	Moving Walkways	(•) Yes ( ) No	All models and manufacturers	*
69	Dumbwaiters	(•) Yes ( ) No	All models and manufacturers	*
70	Wheelchair, vertical and inclined platform lifts	(•) Yes ( ) No	All models and manufacturers	*
71	Installation, modernization, preventative maintenance services, emergency and on-call response services, repair, inspection, and warranty services. Explain, in detail, in the Comments section.	(•) Yes ( ) No	All models and manufacturers	*
72	Supplies, parts, and accessories related to items 66-70 above.	(•) Yes ( ) No	If currently being maintained by thyssenkrupp	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Proposed vs Award Growth by Number of units Growth by number of customers Client satisfaction surveys	*
74	Describe how your company offerings conform to industry model safety and performance codes and standards. Provide, if applicable, ISO and industry-specific quality management system certifications.	*** Please see Attached Osha Reports and As your service provider, we build safety into everything we do. By meeting or exceeding national and local elevator codes for our equipment, we maintain a safe environment for your passengers as well as our technicians. Through our expertise and training, we identify and eliminate potential hazards. We also stay current with the latest: • Service standards and processes • Equipment inspections and certifications • Construction and installation standards By partnering with thyssenkrupp, you can count on us to provide safe and reliable vertical transportation to the riding public.	*
75	Describe the process of design, engineering, installation, and inspection at a project level.	Please refer to the Attached PDF Elevator Product Guide. It includes descriptions on thyssenkrupp engineering project levels.	*

76	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	thyssenkrupp approach to providing both maintains and repair to system under service is both proactive and predictive maintenanc3e. Years of identifying failure rates for individual components gives us the ability to adjust reoccurring maintenance of those component or to replace the components before failure. Unfortunately in some cases a repair will need to be made where a unit is not operating, Because of our information data base we are well stocked with those components / parts locally and nationally to have the unit operational as soon as possible	*
77	Describe the manufacturing process or material specifications-related attributes that differentiate your offering from your competitors.	***Please See Attached Document – Quality Supplier and Simplifying our Strategy***	*
78	Describe the applications for your product in the government, education, and non-profit verticals.	Our Product applications do not differentiate Verticals	*
79	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	ITS offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing thyssenkrupp elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by thyssenkrupp are manufactured by our competitors. Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the over 135 branches across the Unites States. The average tenure of our mechanics is 12.5 years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part thyssenkrupp usually has a turnaround time of 72 hours to get the replacement part depending on the issue.	*
80	Describe your product line in terms of sustainability and recycling.	Sustainability is embedded in the strategies, policies and business practices of ThyssenKrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - thyssenkrupp 2018-2019 Financial Report Question 9 - Copy.pdf - Friday July 31, 2020 01:30:59
- Marketing Plan/Samples - Question #32 Marketing Plan Docs.zip - Friday July 31, 2020 01:32:33
- WMBE/MBE/SBE or Related Certificates - Question #40 thyssenkrupp Elevator Corporation MBE-WBE-DVBE Participation Program.doc.docx - Friday July 31, 2020 01:33:01
- Warranty Information - Question #48 Warranty - Service Contract Options.zip - Friday July 31, 2020 01:33:24
- Pricing - Pricing Question #51.zip - Friday July 31, 2020 01:36:09
- Additional Document - Sourcewell RFP 080420 Bid Documents.zip - Friday July 31, 2020 01:44:35

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Jaudes, National Account Manager, thyssenkrupp Elevator

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Elevators, Escalators, and Moving Walks_RFP_080420 Wed June 17 2020 01:48 PM	☑	1

Sourcewell Maintenance Agreement – Contract #080420

for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1st day of January, 2022 by and between City of Jacksonville, having an address of 555 West 44th Street, Jacksonville, Fl, 32208 (hereinafter referred to as "Purchaser"), and, TK Elevator Corporation having an address of 3100 Interstate N Cir SE, Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long-term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed-door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open-door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 <u>HYDRAULIC ELEVATORS:</u>

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 <u>ESCALATORS:</u>

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of three (3) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive three (3) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial three (3) year period, or ninety (90) days before the end of any subsequent three (3) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Sourcewell Contract may exceed the term of the Sourcewell Agreement. The terms and conditions of the Sourcewell Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members' local maintenance agreement. Maintenance Agreements can be as long as the Sourcewell members request provided they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

13. **PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for the term of the agreement, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (3%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as

aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE
TK Elevator Corporation
3100 Interstate N Cir SE, Suite 500
Atlanta, GA 30399
Attn: International Account Contract Administrator
972-365-6128

This Agreement has been prepared in duplicate, of which each party has received a copy.

TK Elevator: Opportunity ID:

ACCEPTED:

PURCHASING COMPANY NAME

BY: _____
Signature of Authorized Individual

TITLE: _____

DATE: _____

TK ELEVATOR CORP.

BY: _____

TITLE: Branch Account Executive

DATE: _____

TK ELEVATOR CORP.APPROVAL:

BY: _____

TITLE: National Account Executive

DATE: _____

Exhibit "A"
Property list/Location Contract Type and Price

To be billed monthly in arrears.

Item	Building/Location	Address	Gold Monthly Unit Price	W/ Inspections	License	Landing	Unit Type	Coverage Lev
	CITY HALL AT ST. JAMES							
1	St James Building - City Hall	117 W Duval St	$ 228.00	$ 272.00	52249	5	Traction	Gold
2	St James Building - City Hall	117 W Duval St Car #1	$ 228.00	$ 272.00	52250	6	Traction	Gold
3	St James Building - City Hall	117 W Duval St Car #2	$ 228.00	$ 272.00	52251	5	Traction	Gold
4	St James Building - City Hall	117 W Duval St Car #3	$ 228.00	$ 272.00	52252	5	Traction	Gold
5	St James Building - City Hall	117 W Duval St Car #4	$ 228.00	$ 272.00	52253	5	Traction	Gold
6	St James Building - City Hall	117 W Duval St Car #5	$ 228.00	$ 272.00	52248	6	Traction	Gold
		Sub Total	**$ 1,368.00**	**$ 1,632.00**				
	DUVAL COUNTY COURTHOUSE							
7	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97976	8	Traction	Gold
8	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97977	6	Traction	Gold
9	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97978	6	Traction	Gold
10	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97979	6	Traction	Gold
11	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97980	6	Traction	Gold
12	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97981	6	Traction	Gold
13	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97982	8	Traction	Gold
14	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97983	6	Traction	Gold
15	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97984	6	Traction	Gold
16	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97985	6	Traction	Gold
17	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97986	2	Escalator	Gold
18	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97987	2	Escalator	Gold
19	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97988	2	Escalator	Gold
20	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97989	2	Escalator	Gold
21	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97990	2	Escalator	Gold
22	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97991	2	Escalator	Gold
23	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97992	2	Escalator	Gold
24	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97993	2	Escalator	Gold
25	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	97994	2	Escalator	Gold
26	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97995	8	Traction	Gold
27	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97996	8	Traction	Gold
28	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97997	7	Traction	Gold
29	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97998	7	Traction	Gold
30	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	97999	7	Traction	Gold
31	Duval County Unified Courthouse	501 W Adams St	$ 228.00	$ 272.00	98000	7	Traction	Gold
32	Duval County Unified Courthouse	501 W Adams St	$ 366.00	$ 410.00	98560	2	Escalator	Gold
33	Duval County Unified Courthouse	501 W Adams St	$ 18.00	$ 46.00	99559	2	Wheelchair Lift	Gold
		Sub Total	**$ 7,326.00**	**$ 8,498.00**				
	ED AUSTIN BUILDING							
34	Ed Austin Building - State Attorney'	311 W Adams St	$ 228.00	$ 272.00	101065	7	Traction	Gold
35	Ed Austin Building - State Attorney'	311 W Adams St	$ 228.00	$ 272.00	101527	6	Traction	Gold
36	Ed Austin Building - State Attorney'	311 W Adams St	$ 228.00	$ 272.00	101528	6	Traction	Gold
37	Ed Austin Building - State Attorney'	311 W Adams St	$ 228.00	$ 272.00	101529	6	Traction	Gold
38	Ed Austin Building - State Attorney'	311 W Adams St	$ 228.00	$ 272.00	101530	6	Traction	Gold
		Sub Total	**$ 1,140.00**	**$ 1,360.00**				
	ED BALL BUILDING							
39	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5311	11	Traction	Gold
40	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5312	11	Traction	Gold
41	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5313	11	Traction	Gold
42	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5314	11	Traction	Gold
43	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	5315	11	Traction	Gold
44	Ed Ball Building	214 N Hogan St	$ 366.00	$ 410.00	5318	2	Escalator	Gold
45	Ed Ball Building	214 N Hogan St	$ 366.00	$ 410.00	5319	2	Escalator	Gold
46	Ed Ball Building - Garage	214 N Hogan St	$ 228.00	$ 272.00	5583	6	Traction	Gold
47	Ed Ball Building - Garage	214 N Hogan St	$ 228.00	$ 272.00	5584	7	Traction	Gold
48	Ed Ball Building	214 N Hogan St	$ 87.00	$ 115.00	38122	2	Hydraulic	Gold
49	Ed Ball Building	214 N Hogan St	$ 228.00	$ 272.00	40472	12	Traction	Gold
		Sub Total	**$ 2,643.00**	**$ 3,111.00**				
	JAKE GODBOLD BUILDING							
50	Jake Godbold Building - Public Defer	407 N Laura St	$ 228.00	$ 272.00	95445	6	Traction	Gold
51	Jake Godbold Building - Public Defer	407 N Laura St	$ 228.00	$ 272.00	95446	6	Traction	Gold
		Sub Total	**$ 456.00**	**$ 544.00**				
	PRE-TRIAL DETENTION FACILITY							
52	Pre-Trial Detention Ctr - P1	500 E Adams St	$ 228.00	$ 272.00	44462	7	Traction	Gold
53	Pre-Trial Detention Ctr - P2	500 E Adams St	$ 228.00	$ 272.00	44463	7	Traction	Gold
54	Pre-Trial Detention Ctr - P3	500 E Adams St	$ 228.00	$ 272.00	44464	8	Traction	Gold
55	Pre-Trial Detention Ctr - L1	500 E Adams St	$ 228.00	$ 272.00	44465	8	Traction	Gold
56	Pre-Trial Detention Ctr - L2	500 E Adams St	$ 228.00	$ 272.00	44466	8	Traction	Gold
57	Pre-Trial Detention Ctr - L3	500 E Adams St	$ 228.00	$ 272.00	44467	8	Traction	Gold
58	Pre-Trial Detention Ctr #S1	500 E Adams St	$ 228.00	$ 272.00	44468	12	Traction	Gold
59	Pre-Trial Detention Ctr #S2	500 E Adams St	$ 228.00	$ 272.00	44469	12	Traction	Gold
		Sub Total	**$ 1,824.00**	**$ 2,176.00**				

Item	Building/Location	Address	Gold Monthly Unit Price	W/ Inspections	License #	Landings	Unit Type	Coverage Level
	DOWNTOWN CORE BUILDINGS							
60	Claude J Yates Building - Tax Collect	231 E Forsyth St West #1	$ 87.00	$ 115.00	42527	4	Hydraulic	Gold
61	Claude J Yates Building - Tax Collect	231 E Forsyth St West #2	$ 87.00	$ 115.00	42528	4	Hydraulic	Gold
62	Claude J Yates Building - Tax Collect	231 E Forsyth St East #1	$ 87.00	$ 115.00	42529	4	Hydraulic	Gold
63	Claude J Yates Building - Tax Collect	231 E Forsyth St East #2	$ 87.00	$ 115.00	42530	4	Hydraulic	Gold
64	Claude J Yates Building - Tax Collect	231 E Forsyth St Garage #1	$ 87.00	$ 115.00	42531	6	Hydraulic	Gold
65	Claude J Yates Building - Tax Collect	231 E Forsyth St Rm 150 Ga	$ 87.00	$ 115.00	42532	6	Hydraulic	Gold
66	Claude J Yates Building - Tax Collect	231 E Forsyth St Dumbwaite	$ 11.00	$ 28.00	42639	2	Dumbwalter	Gold
67	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2250	7	Traction	Gold
68	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2251	7	Traction	Gold
69	EOC -Fire & Service Headquarters	515 Julia St	$ 228.00	$ 272.00	2252	7	Traction	Gold
70	Florida Theatre	128 E Forsyth St	$ 228.00	$ 272.00	1083	7	Traction	Gold
71	Florida Theatre	128 E Forsyth St	$ 228.00	$ 272.00	1084	7	Traction	Gold
72	Jacksonville Childrens Commission (	1095 A Phillip Randolph Blv	$ 87.00	$ 115.00	86307	2	Hydraulic	Gold
73	Jacksonville Health Center	515 W 6th St	$ 87.00	$ 115.00	10282	3	Hydraulic	Gold
74	Jacksonville Health Center	515 W 6th St	$ 87.00	$ 115.00	10285	3	Hydraulic	Gold
75	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85385	5	Traction	Gold
76	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85386	5	Traction	Gold
77	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85387	5	Traction	Gold
78	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85388	5	Traction	Gold
79	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85389	5	Traction	Gold
80	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85390	5	Traction	Gold
81	Jacksonville Main Library	303 N Laura Street	$ 228.00	$ 272.00	85391	5	Traction	Gold
82	Jacksonville Main Library	303 N Laura Street	$ 87.00	$ 115.00	85737	2	Hydraulic	Gold
83	Jacksonville Main Library - Parking	33 W Duval St	$ 87.00	$ 115.00	73612	5	Hydraulic	Gold
84	Jacksonville Main Library - Parking	33 W Duval St	$ 87.00	$ 115.00	73613	5	Hydraulic	Gold
85	Jacksonville Regional Crime Lab	711 Liberty St	$ 87.00	$ 115.00	37108	2	Hydraulic	Gold
86	Jacksonville Sheriffs Office	711 Liberty St	$ 87.00	$ 115.00	37109	2	Hydraulic	Gold
87	Mary Singleton Senior Citizen Cente	150 East 1st St.	$ 87.00	$ 115.00	Freight	2	Hydraulic	Gold
88	Police Administration Building (PM	501 E Bay St	$ 87.00	$ 115.00	22516	3	Hydraulic	Gold
89	Police Administration Building (PM	501 E Bay St	$ 87.00	$ 115.00	22517	3	Hydraulic	Gold
		Sub Totals	$ 4,226.00	$ 5,247.00				
	VARIOUS PUBLIC BUILDING LOCATIONS							
90	Bradham Brooks - NW Quad Libran	1755 Edgewood Ave W	$ 87.00	$ 115.00	44563	2	Hydraulic	Gold
91	Bradham Brooks Library	1755 Edgewood Ave W	$ 87.00	$ 115.00	85323	2	Hydraulic	Gold
92	Brentwood Bandstand	561 W 25th St	$ 18.00	$ 46.00	87775	3	Wheelchair Lift	Gold
93	Brentwood Branch Library	3725 Pearl St	$ 87.00	$ 115.00	85214	2	Hydraulic	Gold
94	Cuba Hunter Center	4380 Emerson St	$ 87.00	$ 115.00	84482	2	Hydraulic	Gold
95	Drew Park New Scorers Building	2925 Knights Lane E	$ 18.00	$ 46.00	96521	2	Wheelchair Lift	Gold
96	Emmett Reed Community Center	1093 W 6th St	$ 87.00	$ 115.00	49937	2	Hydraulic	Gold
97	Fire Station #33	10800 New Kings Rd	$ 87.00	$ 115.00	73399	2	Hydraulic	Gold
98	Fire Station #37	10151 Busch Drive N	$ 87.00	$ 115.00	62152	2	Hydraulic	Gold
99	Fire Station #40	9350 Heckscher Dr	$ 87.00	$ 115.00	98673	3	Hydraulic	Gold
100	Fire Station #58	251 Joeandy Rd	$ 87.00	$ 115.00	87018	2	Hydraulic	Gold
101	Fleet Management	2581 Commonwealth Ave.	$ 87.00	$ 115.00	104686	2	Hydraulic	Gold
102	Fletcher Morgan Park	6736 Beach Blvd	$ 18.00	$ 46.00	85382	2	LULA	Gold
103	Hammond Park - Wheelchair Lift	2142 Melson Ave	$ 18.00	$ 46.00	105711	2	Wheelchair Lift	Gold
104	Jax Equestrian Center EQ3	13611 Normandy Blvd	$ 18.00	$ 46.00	85018	2	Wheelchair Lift	Gold
*	Jax Equestrian Center	13611 Normandy Blvd	*$87.00	*$115.00	73400	2	Hydraulic	Gold
*	Jax Equestrian Center	13611 Normandy Blvd	*$87.00	*$115.00	73401	2	Hydraulic	Gold
105	ISO Marine Facility	4301 Richard Denby Gatlin	$ 87.00	$ 115.00	98734	2	Hydraulic	Gold
106	Julius Gulnard Pool	1358 N Jefferson St	$ 18.00	$ 46.00	101188	2	Wheelchair Lift	Gold
107	McGirts Creek Park	8435 118th St	$ 18.00	$ 46.00	91669	2	Wheelchair Lift	Gold
108	Medical Examiner Building	W 11th & Jefferson ST	$ 87.00	$ 115.00	47849	2	Hydraulic	Gold
109	Northwest Quadrant Multipurpose Facility -Legends	5130 Soutel Dr	$ 228.00	$ 272.00	97955	2	Traction	Gold
110	Robert Kennedy Community Ctr	1133 Ionia St	$ 87.00	$ 115.00	49936	2	Hydraulic	Gold
111	Victim Services Center	403 W 10th St	$ 87.00	$ 115.00	52543	2	Hydraulic	Gold
112	Water St Parking Garage	541 Water St	$ 228.00	$ 272.00	33257	7	Traction	Gold
113	Water St Parking Garage	541 Water St	$ 228.00	$ 272.00	33258	7	Traction	Gold
114	Willowbranch Library	2875 Park St	$ 87.00	$ 115.00	52217	3	Hydraulic	Gold
115	Palmetto Leaves Regional Park	5760 Greenland Rd	$ 18.00	$ 46.00	110128	2	Wheelchair Lift	Gold
		Sub Total	$ 2,133.00	$ 2,909.00				
		Sub Total	$ 21,116.00	$ 25,477.00				
		Annual Costs	$ 253,392.00	$ 305,724.00				

* Equestrian Center Hydraulic units to be billed to the location.

	Total Price With Inspections
MONTHLY TOTAL	$ 25,477.00
ANNUAL GRAND TOTAL	$ 305,724.00

Labor Rates - Fixed until the end of 2023		
Licensed Technician		
Normal Hours Week Days 8am-5pm	**Overtime Hour - After Hours and Saturday**	**Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs**
$197.00	**$334.90**	**$394.00**
Technician Helper		
Normal Hours Week Days 8am-5pm	**Overtime Hour - After Hours and Saturday**	**Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs**
$177.30	**$301.41**	**$354.60**
Adjuster		
Normal Hours Week Days 8am-5pm	**Overtime Hour - After Hours and Saturday**	**Double Time Mechanic Hour - Holidays, Sunday, All Overtime Repairs**
$232.46	**$395.18**	**$464.92**

EXHIBIT B - INSPECTION AND CERTIFICATE TRACKING

Building #	Building Name	Asset Number	Legal ID	Units	TRE ID	Item Description	Maint. Frequency	Yearly Inspection Status	Certificate in Place	Monthly Cost	Proposed Repairs

EXHIBIT B - INVOICE TRACKING

PO Number	Invoice Number	Invoice Date	Past Due	Invoice Type	Description	Comments

EXHIBIT B - MAINTENANCE AND CALLBACK TRACKING

Building #	Building Name	Asset Number	Unit	Maintenance	Invoice Number	Callbacks	Repair	Opp/COJ PO/Lead T	Comments

24. CITY OF JACKSONVILLE ADDITIONAL REQUIREMENTS

24.1 Services shall include, but are not limited to comprehensive service, repairs, maintenance, modernization, inspection and certification of elevators, lifts and escalators (in support of COJ facilities listed on Attachment A) on an as needed, when requested and routine/scheduled basis at the sole discretion of Public Buildings.

24.2 The City may request during the term of this contract, reports including but not limited to, usage, pricing, and delivery. Service Provider will be required to provide reports requested in hard copy and electronic format as required.

24.3 The City reserves the right to return an order in whole or in part if the merchandise is not in Compliance with the contract specifications. The City or its agencies will determine compliance with contract specifications. Pick up and returns will be made with 48 hours of notifications at no charge to the City or its agencies.

24.4 The City or its representative must be able to contact during normal business hours, by telephone or email any office representative of TK Elevator Jacksonville Branch providing goods or services to the city or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

24.5 All unit prices shall include freight delivery, set-up, tear-down, and all labor charges to the delivery location when needed.

24.6 The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this agreement.

24.7 This agreement is not exclusive, and the City reserves the right utilize other contractors as it deems necessary.

24.8 Service Provider is required to inspect all elevator /escalator equipment as referenced on Exhibit 'A' and provide a detailed list of deficiencies and excluded items found on the equipment at each Location within sixty (60) days of the contract start date.

24.9 Payment terms are Net 30 days after the completion of services provided outside of the standard maintenance program referenced in this contract. Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its specific location as listed on Exhibit 'A'.

24.10 Invoicing for callbacks, and emergency callbacks not covered under the maintenance contract Agreement shall have the following information:

A. Name of the COJ staff member who initiated the service request.
B. Name of COJ staff member who approved the call for extra service
C. Location of service provided.
D. Detailed listing of all onsite arrival and departure time from all TKE employees

24.11 Invoice for repairs not covered under the maintenance agreement shall have the following information:

A. Name of the COJ staff member who initiated the service request.
B. Name of COJ staff member who approved the repair and copy of pre- approval proposal. The proposal will include a material and labor breakdown and description of work associated with said proposal.
C. Material mark-up will be 20% and will include overhead and subcontractors.
D. Location where service was provided

E. Notation that repairs are complete. A Signed TKE Repair Completion Notice will be provided by Service Provider
F. Purchase Order Number

24.12 Monthly Invoices for standard preventative maintenance shall have the following information:
A. Purchase Order Number
B. Locations of services provided with state license, City asset number and TK serial number
C. Date of services provided will be notated on monthly submittal. (Attachment B)

24.13 All Original Invoices shall be submitted by email to PBINVOICING@COJ.NET with Facility Manager copied on the email. City of Jacksonville to provide a list of contacts for invoicing requests upon execution and has the right to change destination of invoices at any time.

24.14 Service Provider will maintain a spreadsheet with current information for tracking purposes. Spreadsheet will contain inspection/certification, invoicing, and maintenance information. Callbacks and emergency callback invoices shall be sent in a monthly batch and logged into tracking spreadsheet (Exhibit "B").

24.15 Invoices for larger projects (over $2,500.00) may be sent after completion.

24.16 Inspections and Certifications – Service provider will conduct inspections before inspection expiration. Certificates will be issued to service provider for distribution and installation. Service Provider will track and update certificate and inspection status in Exhibit 'B'.

24.17 Emergency Service must be rendered at any hour, on any day of the week as requested. Contractor must respond to all emergency service calls within on (1) hour from time of request including but not limited to times of civil unrest, pandemics, and weather events. A detail plan to address emergency services during these events should be submitted to Public Buildings. Critical Facilities are those which are necessary to maintain government operations. These facilities include but are not limited to Emergency Operations Center, Pre-Trial Detention Facility, City Hall, Duval County Courthouse, State Attorney's Office, Ed Ball Building, Police Memorial Building and emergency shelter

24.18 The Contractor(s) shall have a staffed office during normal business hours with emergency service available 24 hours per day, 7 days per week via staffed answering service or other live contact. Applicable after-hours staff or answering service should maintain an accurate multiple technician list capable of responding to an emergency within the one (1) hour time limit as stipulated by this contract.

24.19 Service Technicians are to have a Certificate of Competency from the State of Florida Department of Business and Professional Regulations, Elevator Inspection program. Under the terms and conditions herein, the contractor will maintain the entire elevator equipment as described using skilled elevator maintenance under their direct employment and supervision. Contractor must always show proof of at least two (2) service mechanics in the downtown area and have at least eight (8) service personnel on staff.

24.20 Pricing shall remain firm for the initial three (3) year period.

Home (Dashboard) > List of Bidding (Bidding list) > Solicitation Details

Pending biddingo Approval

Type 1 Bid Notice Only

Publish

Publish /Verify Contents

Save as Template

Solicitation Setting

Invite Bidders	No
Evaluate Response online	No
Internal Approval	No
Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	080420
Solicitation Name	Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	080420 Elevators, Escalators, and Moving Walks

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	06/16/2020	Closing Date & Time	08/04/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction

Heating/Plumbing/ Mechanical Supplies/ Services	Mechanical Engineering, Plumbing Fixtures, Pipe, Valves And Fittings, Pumps And Tanks, Water Coolers, Water Heaters, Leak Detection, HVAC, Refrigerant, Hydronics, Unit Heaters, Zone Systems, Evaporative Coolers, Portable Spot Coolers, Ductless Split Systems, Duct Cleaning, Instrumentation And Related Accessories, Refrigeration Systems, Elevators

Solicitation Overview

Solicitation Overview

Home (Dashboard) > List of Bidding (Bidding list) > Solicitation Details

Publish

Sourcewell

Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

080420

Closing Date: 08/04/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address
carol.jackson@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC

OFFICIAL

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

ATE OF OREGON, COUNTY OF MULTNOMAH--ss.
Nick Bjork , being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce , a newspaper general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 3.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and rvices notice described as

ise Number: NOT PROVIDED
evators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies
urcewell; Bid Location Staples, MN, Todd County; Due 08/04/2020 at 04:30 AM

rinted copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following ues:

6/17/2020

..e of Oregon
unty of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 17th DAY OF June, 2020

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

SOURCEWELL
ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, AND SUPPLIES
Proposals Due 4:30 pm, August 4, 2020
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Jun. 17, 2020. 11893587

rol Jackson
ourcewell
12 12th St NE
aples, MN 56479-2436

Order No.: 11893587
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD)	$120,000,000.00 (Not shown to suppliers)
Reference Number	0000178000
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	080420
Title	Elevators, Escalators, and Moving Walks with Related Equipment, Services & Suppl
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Term: 2020/10/01 01:00:00 AM EDT - 2024/09/30 01:00:00 AM EDT
Description	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2020/06/16 09:48:26 AM EDT
Question Acceptance Deadline	2020/07/28 05:30:00 PM EDT
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2020/08/04 05:30:00 PM EDT
Prebid Conference	2020/07/08 11:00:00 AM EDT

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2020/07/08 11:00:00 AM EDT
Location	Online webinar
Event Note	Pre-Proposal login information will be emailed two business days prior.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP documents [docx]	168 Kb	2020/06/16 09:46:18 AM EDT	English

Categories

Selected Categories

GSIN Categories (6)	
C	**Construction** Construction
516	**Installation work** Installation work
5169C	**ELEVATOR INSTALLATION AND MAINTENANCE** Elevator Installation and Maintenance formerly SL700
5169CA	**ELEVATOR INSTALLATION AND MAINTENANCE SERVICES** ELEVATOR INSTALLATION AND MAINTENANCE SERVICES
5169CB	**Elevator Maintenance (buildings)** Elevator Maintenance (buildings)
515	**Special trade construction work** Special trade construction work
5150BC	**ELEVATORS** ELEVATORS
G	**Goods** Goods
N39	**Materiel Handling Equipment** Materiel Handling Equipment
N3960B	**ELEVATORS** ELEVATORS
N3960BC	**ELEVATORS, PASSENGER** ELEVATORS, PASSENGER
MERX Category (1)	
G	**Goods** Goods
G19	**Machinery and Tools** Machinery and Tools
UNSPSC Category (1)	
22000000	**Building and Construction Machinery and Accessories**
22100000	**Heavy construction machinery and equipment**
22101900	**Building construction machinery and accessories**

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				

June 14, 2020 | 3:15 pm

Information on Novel Coronavirus

Coronavirus is still spreading in New York. New Yorkers are required to wear a mask and maintain 6 feet distance in public.

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Chris Robinson
Agency Administrator

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2 Enter due date, time, and categories
3 Enter ad information and details
4 Enter location
5 Enter contact information
6 Upload documents
7 Review
8 Preview and submit

Enter new ad

Step 8: Preview and submit

Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

(General)

8. Preview and submit ad

■Title:
Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies
■Agency:
Sourcewell Procurement Department
■Contract Number:
080420
■CR Number:
2066489
■Date of Issue:
06/16/2020
■Due Date/Time:
08/04/2020 4:30 PM Central Time
■County(ies):
All NYS counties
■Classification:
Miscellaneous - *Commodities*
■Opportunity Type:
General
■Entered By:
Chris Robinson

Description | Contact Info | Documents

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

SDVOB Set Aside: No

Due date: 08/04/2020 4:30 PM

Due date note: Central Time

Contract term: 4 years, with potential 1 year extension

County(ies): All NYS counties

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Sourcewell

Bid RFP #080420 - Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

Bid Type	**RFP**
Bid Number	**080420**
Title	**Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies**
Expected Start Date	**Jun 16, 2020 12:00:00 AM CDT**
Expected End Date	**Aug 4, 2020 4:30:00 PM CDT**
Agency	**Sourcewell**
Bid Contact	**Chris Robinson** (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Questions
0 Questions
0 Unanswered
[View Questions]

Edit Bid
[Edit]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date	**Jul 8, 2020 10:00:00 AM CDT**
Location	**Online webinar**
Notes	**Login information will be emailed two business days prior.**

Documents

No Documents for this bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2020 © | The Public Group, LLC. All rights reserved.

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Alberta Purchasing Connection

Alberta Government

Opportunity Notice

Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

Category: Goods

This opportunity is now **closed**.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:	Rural Municipalities of Alberta (RMA)
Organization Address:	www.rmalberta.com
Reference Number:	AB-2020-03892
Solicitation Number:	AB-2020-03892
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	06/16/2020 01:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	08/04/2020 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	06/16/2020 09:00:25 AM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:
N3960BA: Elevators, Freight
N3910BE: Conveyors, Bucket Elevator
N3960C: Escalators
5169CB: Elevator Maintenance (buildings)
N3990R: Lift Platform, Load Dock
N3960BC: Elevators, Passenger
N3960B: Elevators
N3960: Freight Elevators
N3960G: Escalators Special Design (for the Handicapped)
5169C: Elevator Installation
JX3960: Freight Elevators -repair
JX3960A: Elevators - Repair
N3960F: Elevators Special Design (for the Handicapped)
N3960A: Dumbwaiter, Shipboard

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 080420
Bid Name:	Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies
Bid Status:	**Open**
Bid Closing Date:	Tue Aug 4, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Jul 28, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible extension as stated in the bid documents
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

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Meeting Locations

The following are the meeting times and locations for the opportunity

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Pre-Proposal Web Conference	Login instructions will be provided to registered plan takers by email two business days prior to the web conference.	Wednesday July 8, 2020 10:00 AM to 11:00 AM (CDT)	No	

Documents

File Name	Pages	
RFP_080420_Elevators_Escalators_Moving_Walkways Monday June 8, 2020 10:11 AM	12	Download

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Account #	Ad Number	Identification
327043	0004672236	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered
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State of South Carolina

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I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

June 16, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 25th day of June in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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The NCAA is facing another lawsuit over athletes' names, images and likenesses. KIRBY LEE/USA TODAY SPORTS

NCAA suit could put big money at stake

Steve Berkowitz
USA TODAY

Attorneys acting on behalf of two current college athletes on Monday filed a federal antitrust lawsuit against the NCAA and the Power Five conferences that could substantially increase the tension, and financial stakes, connected to athletes' ability to make money off their name, image and likeness (NIL).

The suit, which seeks to be a class action, not only asks that the NCAA be prevented from having association-wide rules that "restrict the amount of name, image, and likeness compensation available" to athletes but seeks unspecified damages based on the share of TV-rights money and the social media earnings it claims athletes would have received if the NCAA's current limits on NIL compensation had not existed.

This has the potential to put, conservatively, hundreds of millions of dollars at stake. As allowed under federal antitrust law, the suit seeks to cover athletes who played in any of the past four years and carry forward through the date of a final judgment. In addition, if a jury decides to award damages to an antitrust plaintiff, the amount is tripled.

Specifically, the suit claims that football, men's basketball and women's basketball players at schools in the Power Five conferences are entitled to damages related to the use of their NIL's during telecasts of games and that athletes in any sport at a Power Five school are entitled to damages related to social media earnings.

"The college sports industry has been immensely profitable for every party involved except the players themselves," the plaintiffs' lead attorney, Steve Berman, said in a statement. "For too long, the NCAA's bylaws, constitution and rules have governed all aspects of college sports, and we think these outdated and unnecessary regulations are unlawfully keeping college athletes from compensation that is rightfully theirs."

Monday's filing adds to a series of recent developments threatening to destabilize a college sports landscape also being shaken by the coronavirus pandemic and protests in the aftermath of George Floyd's death in Minneapolis.

Less than a month ago, a three-judge panel of the 9th U.S. Circuit Court of Appeals unanimously upheld a district court ruling that the NCAA had violated antitrust law with its limits on various benefits athletes can receive from their schools. On Friday, Florida Gov. Ron DeSantis put his state alongside California and Colorado in passing a law aimed at helping college athletes make money off their NIL.

The moves by those three states and the introduction of similar bills in dozens of other states prompted the NCAA board of governors to approve in April a set of principles that set up significant reforms related to athlete name, image and likeness. But the association and the Power Five conferences also have been actively lobbying for federal legislation that would supersede the states'.

And, according to Tom McMillen, the CEO of an association that represents athletics directors of Football Bowl Subdivision schools, ADs are concerned about "conflicts (with schools' existing sponsorship deals) and displacements" of athletic department revenue that could occur with changes in NIL rules being proposed by the NCAA.

The new case was filed in U.S. District Court in the Northern District of California's Oakland Division. The named plaintiffs in the case are Arizona State men's swimmer Grant House, an Olympic hopeful, and Oregon women's basketball player Sedona Prince.

Big Ten athletes would be allowed to kneel

Christine Brennan
USA TODAY

Big Ten Commissioner Kevin Warren said that conference athletes would be able to kneel during the national anthem if sports are played this fall. THOMAS J. RUSSO/USA TODAY SPORTS

As the Big Ten Conference launches a voter registration drive for more than 9,500 student-athletes while also announcing an Anti-Hate and Anti-Racism Coalition, Commissioner Kevin Warren told USA TODAY Sports that conference athletes would be able to kneel during the national anthem if sports are played this fall.

"I'm going to personally empower student-athletes to express their right to free speech and peaceful protest," Warren said in a phone interview Sunday. "What I have to do as a leader, I know my words matter, I know my actions matter and I will work through over these next couple months where I stand, and they know I stand together with them in all that I do."

Asked if that means Big Ten student-athletes would not be prevented from kneeling, Warren replied, "Correct. That's part of the beauty of the country that we will live in. Individuals are encouraged to express their rights to free speech and also peaceful protests."

Warren, who is African American, would not say if he would personally take a knee during the anthem. "I want to hear what's important to our coalition and what's important to our student-athletes. I want to listen."

Warren said his decision to start the Big Ten Anti-Hate and Anti-Racism Coalition, which will be comprised of about 180 student-athletes, coaches and officials from the 14 conference schools, stems in part from his personal history.

"As a Black man in society, understanding the issues Black people in society have faced, my parents would talk to me about Emmett Till from the time that I was a kid," he said. "Then with what's happened this year with Breonna Taylor, Ahmaud Arbery, George Floyd, and spending 15 years of my life in the community in Minnesota working for the Vikings, raising our kids, them going to high school, knowing this community in and out, then to watch that video, and then I thought of how many times there was no video to watch, and if that had occurred probably a few hours later two streets over with no video, they would have ended up saying Mr. Floyd was resisting arrest. That happens so many times."

Warren said the conference's new coalition fits "hand in hand" with the voter registration drive that seeks to make sure every Big Ten athlete is registered to vote for the Nov. 3 presidential election.

"I believe in any year, but especially this year and especially where we are as a society, that voting is the top way to influence issues that are going on from a social justice or social injustice standpoint," he said. "We want to do everything we can to encourage others to vote, to vote ourselves and to make sure that we don't allow voter suppression to occur."

Asked if the Big Ten will recommend that athletes have the day off on Election Day to vote, as others have advocated, he said the issue "will be on the table" for the coalition when it meets virtually in the next few weeks.

Warren also said that the coalition will deal with all forms of hate, including sexism and misogyny. Asked specifically if that includes Iowa's pink visiting football team locker room, a color associated with girls and women that the Iowa football program has used to portray weakness and softness, Warren replied: "That is an interesting question. The reason why we're meeting on our coalition is to talk about all these issues. Maybe there are other things that are going on on our campuses that we need to address. I will tell you this: We are going to address all of the issues in our conference and our country that are racist and that are filled with hate."

Fall sports in the midst of the pandemic are top of mind for all college sports officials, Warren included. He said the Big Ten's plan "is to have fall sports begin" but said specific scheduling decisions will be made over the next 30-45 days. He did not rule out the prospect of some conference schools playing and others not playing, as Penn State football coach James Franklin brought up last month.

He said a decision about allowing spectators in Big Ten stadiums also is yet to be made.

"The next 30 days," he said, "will be critical."

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Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

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- HVAC Equipment, Installation, Service, & Related Products #17-20
- Merchant Processing Services #19-20
- Regional Flooring & Outdoor Surfaces Solutions #13-20

Due Thursday, July 23, 2020 at 2:00 pm CST

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

NCPA To request a copy of specifications, please visit NCPA's website www.ncpa.us.

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Request for Bids

The Central Susquehanna Intermediate Unit (CSIU) d/b/a the Keystone Purchasing Network (KPN), a national public sector purchasing cooperative is soliciting national sealed bids for Security Hardware, Commercial Cleaning Equipment & Custodial Supplies, Audio Visual Systems, Food Service Equipment & Supplies, Permanent Marker Whiteboard Surface.

The bid deadline is July 6, 2020, at 4:00 PM EDT. The bids will be publicly opened on July 7, 2020, at 9:00 AM at the CSIU Main Office, 90 Lawton Lane, Milton, PA. Go to www.theKPN.org for more information.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

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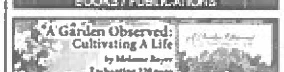

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NOTICES

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Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies** to result in a contracting solution for use by its Participating Entities.

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OPEN

Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

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Important Dates

> Pre-Proposal Conference:
> **July 8, 2020 at 10:00 am CDT**
>
> Proposals Due:
> **August 4, 2020 at 4:30 pm CDT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

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2188945483	0001292270 / I01292270-06162020

PUBLICATION SCHEDULE
START 06/16/2020 END 06/16/2020

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Sourcewell RFP for Advertisement (Elevator)

CAPTION
REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

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TIMES	TOTAL COST
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REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (https://proportal.sourcewell-mn.gov). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
1292270 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevators, Escalators, and** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 22ND DAY OF JUNE IN THE YEAR 2020

BY LENEA TAPUSOA.

LORIANE MARIE GUDMUNDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 699563
COMM. EXP. 03-19-2024

NOTARY PUBLIC SIGNATURE

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #080420
Entitled

Elevator, Escalator, and Moving Walks with Related Equipment, Services, and Supplies

The following advertisement was placed June 16, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and June 17, 2020 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Elevator, Escalator, and Moving Walks with Related Equipment, Services, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 4, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

965046 Ontario, Inc.	KONE, Inc. (Canada)
Abell Elevator	Medicine Hat Elevator, Inc.
BidPrime, Inc.	Otis Elevator Company (MD)
Charter Elevator Piedmont, LLC.	Otis Elevator Company (CA)
Cleaner's Depot	Prestige Elevator Services, LLC.
Construction Industry Center	Regina Construction Association
Delaware Elevator, Inc.	Schindler Elevator Corp. (U.S.A.)
East Coast Escalator Cleaning, LLC.	Schindler Elevator Corporation (Canada)
KGC Enterprises, Inc. T/A Kc Sign	Suburban Elevator of MN
KJA Consultants	thyssenkrupp Elevator
KONE (U.S.A)	Vehicle Service Group, LLC.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the

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Sourcewell Procurement Portal, on August 4, 2020 at 4:31 pm CT. Proposals were received from the following:

Charter Elevator Piedmont, LLC.
Prestige Elevator Services, LLC.
Schindler Elevator Corp.
thyssenkrupp Elevator

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, CPPB, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Stephanie Haataja, CPIM, Procurement Analyst
Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Schindler Elevator Corporation is a manufacturer of elevators, escalators and moving walks. Schindler manufactures, installs, services, and modernizes elevators, escalators, and moving walks that meet local building requirements. With their robust staff of team members and locations throughout North America, Schindler is equipped to provide products and service to all Participating Entities. Schindler offers standard and volume discounts to all Participating Entities.

thyssenkrupp Elevator offers a full range of elevators, escalators, and moving walks. In addition, thyssenkrupp Elevator provides installation, service, repair, and supplies. thyssenkrupp Elevator has a vast network of branch offices and local representatives located in the United States and Canada to meet the needs of Sourcewell Participating Entities. thyssenkrupp Elevator is offering significantly discounted rates off their posted pricing.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #080420 to:

Schindler Elevator Corporation	080420-SCH
thyssenkrupp Elevator	080420-TKE

The preceding recommendations were approved on August 26, 2020.

DocuSigned by:
Kim Austin
6830543C58384D1

Kim Austin, CPPB, Procurement Lead Analyst

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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

Steff Haataja

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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:

Nick Scholer

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Nick Scholer, Procurement Analyst

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #080420** for **Elevator, Escalator, and Moving Walks with Related Equipment, Services, and Supplies**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

C0ED2A139D06489

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/25/2021

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.

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Aon Risk Services Central, Inc.
200 East Randolph
CHICAGO, IL 60601

CONTACT NAME: Aon Risk Services Central, Inc.
PHONE (A/C No.Ext): (866) 283-7122 FAX (A/C No.Ext): (800) 363-0105
E-MAIL ADDRESS: acs.chicago@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Insurance Company	41343
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Insurance Company of NA	43575
INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:	
INSURER F:	

INSURED
TK Elevator Corporation
address

COVERAGES CERTIFICATE NUMBER: 1886506 REVISION NUMBER: 2

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER:	X	X	GLD5668800 / GLD5668900	07/31/2020	10/01/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS -COMP/OP AGG	$ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	ISAH25313665	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
C B C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WLRC67462671 (AOS) WLRC67462713 (CA,MA) WLRC67462671 (TX) WLRC67462798(WI)	10/01/2020 10/01/2020 10/01/2020 10/01/2020	10/01/2021 10/01/2021 10/01/2021 10/01/2021	X PER STATUTE OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE -POLICY LIMIT	$ 1,000,000
	Limits shown as requested:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 104800 - Named Insured Includes: TK Elevator Corporation - Address: 6942 Phillips Pkwy Drive South Jacksonville, FL 32256
Project Number: - Project Name: City of Jacksonville - Address: Multiple locations Project #SCO336-18 - Project Type (s): Elevator Maintenance

cont. on 2nd page

CERTIFICATE HOLDER

CITY OF JACKSONVILLE
117 W DUVAL ST STE 335
JACKSONVILLE, FL 32202
United States

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

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		TK Elevator Corporation
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1886506

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY OF JACKSONVILLE AND CITY'S MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile as per endorsement form DA-9U74c and General Liability as per endorsement form MAN-GL.

Waiver of Transfer of Rights of Recovery Against Others/Waiver of Subrogation applies with respect to General Liability as per endorsement form CG2404, and/or Workers' Compensation as per endorsement WC 00 03 13, and/or Automobile Liability as per endorsement DA-13115a.

The insurance shall be primary and non-contributory with respect to the Additional Insured as per General Liability endorsement form MAN-GL and Automobile Liability endorsement form DA-21886b.

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