

MODERNIZATION PROPOSAL



Modernization Proposal



December 08, 2025

480 Primrose Public Car

Purchaser:	City Of Burlingame	Project	City Of Burlingame
Address:	1361 N Carolan Ave Burlingame, CA 94010-2401	Location:	
		Address:	480 Primrose Rd Burlingame, CA 94010-4010

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering City Of Burlingame (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$402,262.26** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

All preparatory work by other trades must be completed and elevator equipment shipped by 05-31-2026 and the installation must be completed by 08-08-2026, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

In the event you have any questions regarding the content of this Proposal please contact me at +1 650 4386294

We appreciate your consideration.

Regards,

Joseph Charne

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TK Elevator Corporation
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SCOPE OF WORK

Building : 480 Primrose Public Elevator
480 Primrose Rd

Groups Included

Group Name	# of units	Equipment Type
Public Car	1	Hydraulic

Group : Only
Equipment Classification: Hydraulic

Units Included

Nickname	State ID	Product	Landings	Speed	Capacity
Public Elevator	111191	H-Power	3 / 0 / 0	150	3500

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Description of Work

Controller

Item Description	Option	Installed On
TAC 32H Controller (Includes Options listed below) <ul style="list-style-type: none"> • 24 VDC Signal Voltage • Electronic Door Detector Interface 	New	Public Elevator
eMax Monitoring Device Provisions	New	Only
Solid State Starters (6 or 12 leads) 230 VAC	New	Public Elevator
Viscosity Control (Required over 150 FPM)	New	Public Elevator
Battery Lowering in Controller (10-D-0C)	New	Public Elevator
Seismic Features	New	Public Elevator
THY Board / CE Driver Board	New	Public Elevator
Position Indicator	New	Public Elevator
MAX Link 2-Line ATA kit	New	Only
Car Riding Lantern	New	Public Elevator
Fire Service	New	Public Elevator
Hoistway Access	New	Public Elevator
User Interface Tool	New	Public Elevator
Hoistway Enable/Inspection Operation	New	Public Elevator

Hoistway Door Equipment

Item Description	Option	Installed On
Retain Hoistway Doors	Retain	Public Elevator
Other Vendor Hoistway Door Equipment Costs	New	Public Elevator
Closer	New	Public Elevator
Interlocks	New	Public Elevator
Pick Up Rollers	New	Public Elevator

Cab

Item Description	Option	Installed On
Interior included sample below.	New	Public Elevator
Ceiling lighting included sample below.	New	Public Elevator
Flooring	Retain	Public Elevator

Car Door Equipment

Item Description	Option	Installed On
Retain Car Door	Retain	Public Elevator
Micro Light 3D 2019 (Front)	New	Public Elevator
3D Cabsafe Components Package (Front)	New	Public Elevator
Door Operator - New Gal	New	Public Elevator

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Power Unit

Item Description	Option	Installed On
EP-170 Power Unit (Submersible)	New	Public Elevator
Seismic Requirements for EP units	New	Public Elevator
Viscosity Control (Required over 150 FPM)	New	Public Elevator
5 gallon drum of Biodegradable oil (Citgo NZ)	New	Public Elevator
55 gallon drum of Biodegradable oil (Citgo NZ)	New	Public Elevator
2" Shutoff Valve Kit (Pump)	New	Public Elevator
Isolation Couplings	New	Public Elevator
Overspeed Valve Kit for 2" (less than 150 GPM)	New	Public Elevator

Jack

Item Description	Option	Installed On
5-S Jack (Standard Wall)	New	Public Elevator
5-S Jack Joint(s)	New	Public Elevator
PVC for 5-S Jack with Moisture Sensor (Complete Enclosed System)	New	Public Elevator
Pit Mounting Channels	New	Public Elevator
Pipe Stands	New	Public Elevator
Packing	New	Public Elevator

Pit Equipment

Item Description	Option	Installed On
Spring Buffer Model 8M (Pair) (Max Gross Load 8000 lbs)	New	Public Elevator
Shutoff Valve Kit (Pit)	New	Public Elevator
3" Shutoff Valve Kit (Pit)	New	Public Elevator
Pit Stop Switch	New	Public Elevator

Hoistway Equipment

Item Description	Option	Installed On
Base Wiring Package for Two-way Communication Code	New	Public Elevator
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Public Elevator
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Public Elevator
HN Boxes (per each 2 cars, grouped)	New	Public Elevator
Stainless Steel Tape add for Tape Selector	New	Public Elevator

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Car

Item Description	Option	Installed On
Car Top Inspection Station (Stand Alone)	New	Public Elevator
Retainer Plates for Seismic (T Rails) for TKE or ElSCO guides only	New	Public Elevator
Fan: Two Speed	New	Public Elevator
21" Toe guard	New	Public Elevator
Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)	New	Public Elevator
4" Car roller guides (set of 4) (spring loaded)	New	Public Elevator
Cab Wiring Material (200MK1)	New	Public Elevator
5 Pin Lock with electric contact for Car Top Exit	New	Public Elevator

Car Fixtures

Item Description	Option	Installed On
Main Car Station Includes Options Below	New	Public Elevator
<ul style="list-style-type: none"> Applied Panel 	New	Public Elevator
Vandal Resistant Floor Buttons	New	Public Elevator
Cast Braille Plates for Car Features	New	Public Elevator
Standard Key Switch Package <ul style="list-style-type: none"> Fan Light Independent Stop Inspection/Hoistway Enable) 	New	Public Elevator
Emergency Light mounted in COP	New	Public Elevator
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Public Elevator
Handicap Signal (Passing signal)	New	Public Elevator
Position Indicator (2" CE Segmented)	New	Public Elevator
ADA Phone System integral with COP (Rath)	New	Public Elevator
Speaker Pattern for Intercom System/ADA Phone	New	Public Elevator
Locked Service Cabinet	New	Public Elevator
Certificate Window	New	Public Elevator
#4 Stainless Steel Finish (441)	New	Public Elevator
Car Riding Lantern (Standard) #4 S/S (441)	New	Public Elevator

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Hall Fixtures

Item Description	Option	Installed On
Terminal Hall Stations (Surface Mounted) with <ul style="list-style-type: none"> • Appendix O (Polycarbonate insert flame) • Fusion (#4 S/S (304)) 	New	Only
Hoistway Access Switch in Hall Stations	New	Public Elevator
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Public Elevator
Intermediate Hall Stations (Surface Mounted) with <ul style="list-style-type: none"> • Appendix O (Polycarbonate insert flame) • Fusion (#4 S/S (304)) 	New	Only
Serial Boards for Hoistway Access	New	Public Elevator
Serial Boards for Front Risers	New	Only
TAC Serial Boards, Base Charge	New	Only
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Only

Clarifications to Architectural Plans and Specifications:

1. None at this time

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Fire Life Safety and Electrical scope

Provide and install the following electrical and Fire Alarm work required for 1 elevator modernization:

- Conduit and wire from elevator disconnect to new elevator equipment, with equipment ground wire from distribution panel.
- Necessary 120v circuits.
- Fused disconnects for car lights.
- Add protective lighting in the machine rooms.
- Add GFI. type outlets in machine rooms.
- Install switch, Nema 4 caged lighting fixture and GFI. type outlet as required in elevator pit areas.
- FA devices for recall.
- Assistance for State and local inspections.

Included in scope is RLH to remove sprinklers in machine room and hoist way.

Above work will be installed with surface EMT conduit.

Additional fees, work and/or change orders requested/required by Owner, Contractors and/or Inspectors will be billed separately.

Above work to be performed during normal business hours

Exclusions

Repairs, if needed to existing Fire Alarm devices and/or wiring is additional.

Cab interior panels and ceiling lighting sample below.



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01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	8 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	9 - 11 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of

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additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$402,262.26
Initial progress payment:	(55%)	\$221,244.24
Material furnished:	(20%)	\$80,452.45
Total of remaining progress payments:	(25%)	\$100,565.57

Purchaser may elect to finance all or a portion of the purchase price for the work described in this Agreement through TK Elevator's financing partner ("Financing Partner"), subject to the Financing Partner's approval and the terms of a separate financing agreement ("Financing Agreement") between Purchaser and Financing Partner. Purchaser acknowledges and agrees that [(i) Financing Partner is in no way affiliated with TK Elevator, (ii) Financing Partner will make any decision to offer financing to Purchaser independently and in accordance with its internal lending policies, (iii) TK Elevator cannot guaranty that Financing Partner will agree to provide financing to Purchaser on acceptable terms or at all, (iv) TK Elevator may be compensated by the Financing Partner in the event Purchaser enters into a Financing Agreement, and TK Elevator will not be a party to the Financing Agreement and shall have no responsibility for, and hereby expressly disclaims any liability arising out of or relating to, any decision on the part of Financing Partner to provide or decline to provide financing to Purchaser, and the negotiation, execution, performance, enforcement, or termination of any Financing Agreement. Purchaser acknowledges and agrees that Purchaser shall remain unconditionally and irrevocably liable to TK Elevator for any unpaid balance owing hereunder and TK Elevator's acceptance of the Financing Partner as a payment source shall not constitute a novation, satisfaction, waiver, or release of Purchaser's payment obligations under this Agreement.

Notwithstanding the foregoing, in the event Purchaser enters into a Financing Agreement with the Financing Partner and the Financing Partner fails or refuses to disburse any portion of the purchase price to TK Elevator for any reason, including without limitation default by either party under the Financing Agreement, bankruptcy or insolvency of either party, or termination of the Financing Agreement for any reason any unpaid purchase price then owing by Purchaser which shall be payable immediately by Purchaser upon demand by TK Elevator in accordance with this Agreement. Purchaser hereby waives any right of setoff, counterclaim, defense, or deduction against TK Elevator based on any act or omission of the Financing Partner. Purchaser further agrees that any assignment by TK Elevator to the Financing Partner of the right to receive payment hereunder shall not impair TK Elevator's rights or remedies in the event of nonpayment. The obligations of Purchaser under this paragraph shall survive any termination, cancellation, or expiration of this Agreement.

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$380.00
Mechanic (OT) per hour	\$654.00
Team (Standard) per hour	\$684.00
Team (OT) per hour	\$1,177.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 08-08-2026 .

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03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services ("MMM") for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator's TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

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05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
 - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed.

B. Electrical and Life Safety:

- Emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
 - Hydraulic jack replacement:
- the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required.

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06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area

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adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.

- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- You agree that if you are not ready to permit us to begin the installation of the equipment when we notify you when all or part of it is ready for shipment, you will immediately pay us a sum equal to the amount which would be payable to us if the elevator equipment or such part of it had actually been shipped and delivered. Unless you promptly provide to us a secure and convenient storage area, we are authorized to warehouse the elevator(s) at your risk and in any event, you shall reimburse us for all costs due to extra handling and warehousing.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for "temporary use" of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
- Cost for temporary use of a Unit shall be \$200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
- Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall

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- be \$1,500.00 per Unit and a remobilization fee which shall be \$5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned fees will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form" prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
 - Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
 - At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
 - Purchaser agrees to accept a live demonstration of equipment's owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
 - Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of \$275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
 - Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." The cost of MAX Link

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hardware is included in the price of this Proposal. Activation and service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

The cost of Multimedia Monitoring service is not included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the

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- execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
 - j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
 - k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
 - l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
 - m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
 - n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
 - o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
 - p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
 - q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
 - r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
 - s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

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t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or (vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

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Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Two Thousand Two Hundred Sixty Two Dollars and Twenty Six Cents (\$402,262.26) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

City Of Burlingame (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Sales Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)



This proposal has been formulated and is compliant with Sourcewell contract TKE 050224.



Solicitation Number: RFP #050224

CONTRACT

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

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

Supplier 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.

EXPIRATION DATE AND EXTENSION. This Contract expires June 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier 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.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **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. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment 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 Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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. INDEMNITY AND HOLD HARMLESS

Supplier's obligation to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, shall be limited to property damage and bodily injury claims only, and then, only to the extent of Supplier's own acts, omissions or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations in the performance of this Contract by the Supplier 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. In all cases involving the responsibility of more than one party, each party shall be liable in an amount proportionate to its share of negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event shall any party to this Contract be liable for consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional reasonable costs incurred by Sourcewell to the extent of Supplier's default and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. 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.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

TK Elevator Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/29/2024 | 8:48 PM CDT

DocuSigned by:
Donna L. Sams
DF61D22042884CF...

By: _____
Marc McCabe
Title: National Account Manager

Date: 6/29/2024 | 7:56 PM EDT

RFP 050224 - Elevators

Vendor Details

Company Name: TK Elevator Corporation
Does your company conduct business under any other name? If yes, please state: Thyssenkrupp Elevator
Address: 3100 Interstate N Cir Se
Atlanta, GA 30339
Contact: Marc McCabe
Email: marc.mccabe@tkelevator.com
Phone: 941-650-1636
HST#: 01-956-3621

Submission Details

Created On: Friday April 05, 2024 09:27:52
Submitted On: Thursday May 02, 2024 13:09:48
Submitted By: Marc McCabe
Email: marc.mccabe@tkelevator.com
Transaction #: 5e609c01-6f69-4544-941c-b6b128b0ef96
Submitter's IP Address: 72.185.97.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TK Elevator Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TK Elevator Corporation
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339
6	Proposer website address (or addresses):	https://www.tkelevator.com/us-en/
7	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):	MARC MCCABE National Account Manager Government contracts 941-650-1636
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MARC MCCABE National Account Manager Government contracts marc.mccabe@tkelevator.com 941-650-1636
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARSHAY FREEMAN National Accounts Coordinator, National Accounts quo-vadis.freeman@tkelevator.com 678-680-5156 ext.10770

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
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10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices acrossPa the U.S. and Canada. SoundNet serves TK Elevator and its affiliates 365 days a year.</p> <p>Manufacturing: TK Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation.</p> <p>New Installation: tractions, hydraulic, mrl ,escalators moving walks ect/..</p> <p>Modernizations: TK Elevator is fully capable to modernize all types of vertical transportation.</p> <p>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.</p> <p>Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escalatopr moving wsalks ect/..</p> <p>Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation.</p> <p>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.</p> <p>Service: TK Elevator provides local and national service for all vertical transportation systems</p> <p>Consulting: Site Audits for contract compliance and Capital Planning.</p>
11	What levels of service (material only, turnkey, other) are being proposed?	<ul style="list-style-type: none"> • TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract <p>***Please see attachment with Service Level Explanations***</p>
12	Does the response include installation services?	Yes, Installation services are encompassed under this contract when the Sourcewell contract is presented as it is being used prior to the formulation of the proposal
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	
14	How does the Participating Entity select an installer?	TK Elevator employs their own internal installers who must adhere to the highest-level standards and expectations
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TK Elevator employes must go through a lengthy union apprenticeship program, continued education, technical training and continuous safety training to maintain their certificate as a mechanic and retain employment. TK is considered a preferred employer in the elevator industry and hires the best talent available.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Each New Install agreement is formulated per site as each site has different needs and must be formulated based on the site specifics. The agreement that is formulated complies with the T&C's of the Sourcewell agreement.
17	Describe your service programs and how your company works with agencies in providing service contracts.	<p>TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance</p> <ul style="list-style-type: none"> • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract <p>The below represents the process of providing a service contract. These are the typical steps in the formulation of the service contract but may not be limited to these steps.</p> <ul style="list-style-type: none"> - initial meeting and dialogue with member regarding the needs of the member and key contract requirements. the initial meeting will include transitional planning to ensure a seamless service transition. - identification of portfolio equipment and points of contacts at site(s) -consultative surveys / site visits to provide a consultative approach to the equipment -proposal formulation & execution -transitional plan implementation -ongoing communication and meeting cadence to ensure successful contract implementation

18	Describe how service calls are escalated in emergency situations, including response time.	emergency service calls / entrapments are given the highest priority. an entrapment is immediately dispatched to the on-call supervisor and GPS positioning identifies the closest mechanic to be dispatched to allow the best response time solution. typically response times are 30 minutes or less during regular business hours and 60 minutes or less during overtime hours for metropolitan areas. Response times can vary based on geographical location and exigent circumstances such as but not limited to - traffic, weather, and other unseem circumstances.
19	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.	<p>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.</p> <p>Our ITS facility (research & development) 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 TK elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Houghton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by TK are manufactured by our competitors.</p> <p>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 TK usually has a turnaround time of 72 hours to get the replacement part depending on the issue.</p>
20	Describe your experience and process in regards to Modernization.	<p>TK Elevator is fully capable to modernize all types of vertical transportation.</p> <p>We take a consultative approach to all modernizations allowing a site-specific scope to be formulated taking into consideration any components that could be retained as cost saving possibilities. Modernizations are conducted in-house with our teams of trained mechanics.</p>

Table 2B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
21	Elevators	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers
22	Escalators	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers
23	Moving Walkways	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers
24	Food and Material Lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers
25	ADA-Compliant wheelchair lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	<input checked="" type="radio"/> Yes <input type="radio"/> No	All models and manufacturers

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Maintenance - 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 maintenance billing rates. *** See Attached NTE Billable rates Pricing document****</p> <p>Modernization - 5% below list pricing</p> <p>Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.</p> <p>TK Elevator's large customer base with Sourcewell allows for deeper discounting and pricing considerations and this pricing provided is below pricing that is typically offered to other GPOs and cooperative procurement organizations or State Purchasing departments.</p>

Table 4: 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 described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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*** <ul style="list-style-type: none"> • Sourcwell Billing Rates 2024 RFP #050224 - Elevators • Sourcwell Not to Exceed Pricing 2024 RFP #050224 - Elevators
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	New INSTALLATION RECEIVES A 5% DISCOUNT ON LIST PRICE Discounts are available in advance of pricing requests for members who have identified as Sourcwell Members.
30	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% MINIMUM discounted maintenance billing rates 5% discount off of list price for Modernization and new installation Discounts are available in advance of pricing requests for members who have identified as Sourcwell Members.
31	Describe any quantity or volume discounts or rebate programs that you offer.	volume discounts on service / maintenance are based on the existing number of units that currently under the Sourcwell umbrella agreement. see below table 100-200 - 2% 201-400 - 4% 401-600 - 6 % 601 - 1600 - 7% 1601 - 2600 - 7.5% = existing unit count level 2600+ - 8% -
32	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.	the pricing model established has provided very competitive do not exceed pricing as well as a a greatly discounted maintenance labor rate minimum (labor rates can be additionally discounted where applicable and able). Material price quotes shall be supplied as required.
33	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.	N/A
34	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery would be similar to the Continental United States
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
37	Describe your payment terms and accepted payment methods.	<ul style="list-style-type: none"> • 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.
38	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide leasing or financing options currently..
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Maintenance contracts shall utilize the Sourcewell Template maintenance contract - see attached - this contract can be revised through the ongoing negotiation with the member to best suit their needs
40	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?	<ul style="list-style-type: none"> • 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 are acceptable as well with a 3% fee

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
41	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>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.</p> <p>invoices will comply with the member needs regarding identification, scope of work, billing requirement, PO #, contracted pricing verification, etc.</p>
42	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.	<ul style="list-style-type: none"> o Proposed vs Award o Growth by Number of units o Growth by number of customers o Client satisfaction surveys (Net promoter scores) -
43	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.)	3% of the maintenance revenue received.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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44	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.	<p>To us, Compliance is a central component of good corporate governance. It means much more than just obeying rules and regulations. It is a question of mindset. It concerns every one of us at TK Elevator, every day, everywhere.</p> <p>Values such as reliability, honesty, credibility, and integrity are not empty words to us, but permeate our corporate DNA. This is the standard we apply when developing our strategic compliance measures, creating a value culture which must be jointly supported and consistently lived by all employees – and in particular our managers. A written code of values provides the basis for our decisions.</p> <p>At TK Elevator this value culture is embedded in our Code of Conduct. The Executive Board has clearly stated its commitment for those values, rejecting compliance violations of all kinds. This unequivocal commitment is supported by various policies and regulations.</p> <p>TK Elevator stands for fair and straight business What's important to us is that our corporate philosophy is lived at all levels of the TK Elevator group in the interests of "good corporate governance." We strive to ensure that there are no systemic weaknesses and deficits, in the area of Compliance or anywhere else.</p> <p>At the same time we want to support entrepreneurial courage within a clearly defined framework. While it is part of our philosophy to take calculable entrepreneurial risks and make and accept mistakes, we will not take risks with Compliance.</p> <p>Deliberate violations of the law and internal rules are unacceptable both legally and in our understanding of Compliance.</p> <p>So we have three rules:</p> <p>We investigate all reports of legal violations and clarify the facts. Any violations identified are stopped immediately. All violations identified are systematically and appropriately sanctioned on the basis of a zero-tolerance policy. People make mistakes. If an employee who has unintentionally violated the law admits his mistake and seriously tries to make amends, he deserves a second chance – the circumstances of the concrete individual case permitting. This too is a question of value culture and fairness in our dealings with each other.</p> <p>TK Elevator stands for fair and straight business – this is the standard we resolutely pursue. We would rather sacrifice a contract than win it by breaking the rules.</p>
45	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
46	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.	<p>In its third full year of independence, TK Elevator achieved major strategic progress in repositioning for profitable future growth whilst simultaneously improving its operating performance significantly. In a continuously challenging environment with high inflation and increased interest rates, the company substantially improved key financial performance indicators in the 2022/23 financial year ending September 30, further adding to the significant progress realized since the carve-out in 2020. Order intake increased to €9.2 billion, FX adjusted year-on-year up by 2 percent. Sales rose to €8.9 billion, FX adjusted up by 6 percent, driven by double-digit growth in Modernization, high single-digit growth in Service and New Installation sales up low single digits.</p> <p>Despite negative FX effects and high inflation, the Adj. EBITDA increased to €1.3 billion, a year-on-year increase of 14 percent or more than €150 million and an increase of 24 percent or more than €250 million since the carve-out in the 2019/20 financial year. The group improved its Adj. EBITDA margin by more than one percentage point to a new high of 14.6 percent and continued to generate positive Free Cash Flow.</p>
47	What is your US market share for the solutions that you are proposing?	US Market Share : 38%
48	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share : 40%
49	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. TK Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, TKM Elevator Corporation is a \$3.8 billion company.

50	<p>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.</p> <p>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?</p> <p>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?</p>	<p>TK Elevator does not have a dealer network; all products and services are performed and manufactured by TKE Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location</p>	*
51	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>In the past 10 years TK Elevator has not had any suspensions or debarments.</p>	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
52	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>TK Elevator has been included in the prestigious 'A' list by CDP for the fourth time in a row, recognizing its leadership role in corporate transparency and performance on climate change.</p> <p>The company also re-confirmed its Gold Medal in EcoVadis' sustainability rating, now ranking in the top 2% of all assessed companies.</p> <p>TK Elevator has been included again in Sustainalytics' 2024 Top-Rated ESG Companies List for the third year in a row.</p> <p>These top ratings honor TK Elevator's continuous efforts to combat climate change and drive sustainable action.</p>	*
53	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>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</p>	*
54	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Education: 15%</p>	*
55	<p>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?</p>	<p>TK 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 TK elevator maintains. The release of any other customers' information without their approval is against TK Elevator policy.</p>	*
56	<p>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?</p>	<p>GSA - FSS 9M+ GSA - PBS 9M+</p>	*

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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 / Maintenance	100+Locations	Approximately 669k-Annually	*
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	148 locations	Approximately 3.2m-Annually	*
University	Education	Florida - FL	Vertical Transportation / Maintenance	138 units	Approximately 1m-Annually	*
University	Education	North Carolina - NC	Vertical Transportation / Maintenance	357 units	Approximately 1.3m-Annually	*
University	Education	Colorado - CO	Vertical Transportation / Maintenance	167 units	Approximately 313 k-Annually	*

Table 10: References/Testimonials

Line Item 58. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

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

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *

59	Sales force.	<p>TK Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. . Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.</p> <p>Total number and location of sales persons employed by Supplier.</p> <ul style="list-style-type: none"> • 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 <p>In additional Our TK sales teams a dedicated National account department and dedicated support resources to include a National Account dedicated account manager assigned to Sourcewell that trains local offices and sales reps on the utilization of Sourcewell and sourcewell program implementation .</p>
60	Service force.	<p>With 25,000+ technicians operating from 1,000+ locations in 100+ countries, whenever you need us we've got you covered. And in case of emergency, our Service24 Centers are available around the clock to help keep business moving safely and efficiently.1.5mn+ Units under maintenance. 30%+ Third party equipment service 2mn+ Spare parts distributed p.a.</p>
61	Dealer network or other distribution methods.	<p>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</p>
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>TKE elevator has the size and resources to fully support the members and their vertical transportation needs TK 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.</p>
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	N/A

64	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.	<p>We provide Regular and Routine Maintenance 24/7 365. All maintenance programs are code compliant and if needed adjusted to meet our member needs.</p> <p>You can always count on our:</p> <ul style="list-style-type: none"> • 2,600 highly-trained service technicians, experts in TKE and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 TKE 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 TKE 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 <p>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.</p>
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TK 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.</p> <p>Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.</p> <p>TK 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.</p>
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>TK 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.</p> <p>Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.</p>
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	yes
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TKE is able to service all areas of the US and Canada
69	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
70	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 12: Marketing Plan

Line Item	Question	Response *
71	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.
72	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
73	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.TKE, 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 TKE 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 TKE and our customers.
74	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 TKE before services can be provided. Elevators are not a shelf type product, all services and products come directly from TKE and services are performed by TKE Employees.

Table 13: Value-Added Attributes

Line Item	Question	Response *
75	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.
76	Describe any technological advances that your proposed products or services offer.	TKE has created a destination control by called AGILE. Which moves passengers more efficiently with AGILE — our Destination Dispatch solution that boosts elevator performance, enhances passenger experiences, improves traffic flow and increases security. Leveraging state-of-the-art intelligent dispatching software, AGILE automatically gauges traffic and groups passengers together based on their destination. For passengers, this means fewer stops, less crowding and faster travel times. For building owners and managers, this means higher capacity, improved traffic flow and less wear and tear on their elevators. AGILE – Security Access is a low-cost solution that connects elevators to tenant databases to increase building security. This flexible solution can function independently or integrate with an existing security system to improve the safety of your tenants.

77	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a responsible company, we have set ambitious carbon reduction targets. We were able to increase the share of green electricity by 59% during the last year, significantly reduced our Scope 1 and 2 emissions over the last two years, and track progress with our robust environmental management system.</p> <p>As of 2021/22, 80% of our manufacturing centers were ISO 14001-certified and our ISO 50001-certified factories account for 82% of their energy consumption.</p> <p>All our sites collect energy and water consumption as well as waste data on a regular basis. We focus on waste reduction and aim to achieve zero landfill waste in our manufacturing facilities by 2026.</p> <p>We promote recycling waste and the reuse of packaging materials thereby contributing towards a circular economy.</p> <p>Our Innovation and Qualification Center (IQC) in Atlanta (Georgia), U.S., our manufacturing facility in Middleton (Tennessee), U.S., and our offices in Zhongshan (China) are LEED (“Leadership in Energy and Environmental Design”) Gold certified. Our elevator manufacturing site in Zhongshan (China) has been awarded LEED Silver certification. We will use 100% renewable electricity across global operations by 2030</p>	*
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	<p>At TK Elevator, “product safety” and “quality” go hand in hand. Both are deeply ingrained in our corporate culture. We believe that a rigorous, comprehensive approach to quality and product safety management is crucial for the long-term success of our business. It is one of the prerequisites for customers to be satisfied with and trust the products and services we offer them. It therefore fits that our materiality assessment identified “quality and product safety” as one of the most relevant topic. Product quality is an integral part of our zero-defect philosophy. We believe that every employee’s initiative and dedication are vital for inculcating a zero-defect culture across all our operations. It also has a very clear impact on our sustainability priorities. Consuming more resources to correct issues amplifies our negative impacts on the environment; conversely, increasing our products’ quality extends their lifespans.</p>	
79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Understanding the environmental footprint of an elevator’s life cycle and being aware of the various ways to recycle components helps us to understand the overall environmental impact of our products, as well as to optimize R&D processes – and ultimately the design of our products. To ensure transparency regarding our products, we publish Environmental Product Declarations (EPDs) and communicate the results of the Life Cycle Assessments to the public.</p> <p>We help our customers meet their sustainability goals and obtain green building certifications, such as LEED and BREEAM. These are designed to enhance living and working conditions in buildings, protect natural resources and raise property values for all stakeholders, while also meeting tough sustainability standards.</p> <p>We offer products and solutions to meet building certification standards. Our experts for sustainable building provide comprehensive consulting services. We have trained more than 200 accredited LEED Green Associates and BREEAM Associate Experts.</p> <p>In all our main markets we have EPDs registered for a wide range of our elevators. The upstream production phase as well as the usage phase have the highest impact on the environmental performance of our products.</p> <p>At the end of our products’ life, steel components are recyclable which can provide a substantial improvement of its environmental impact.</p> <p>Other stages of the life cycle of our products, including transportation, installation and service, play a less significant role in terms of the environmental impact. By maximizing energy and resource efficiency we are significantly reducing the emissions and environmental impact of buildings. Taking the steps to increase sustainability is a top priority in our product development.</p> <p>Part of our product portfolio qualifies for the highest energy efficiency rating (Class A as defined by ISO 25745-2 for elevators, and Class A+++ according to ISO 25745-3 escalators).</p> <p>With our modernization solutions, we reduce the use of materials and energy in buildings</p>	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	<p>We support communities in cities around the world through volunteering or providing financial aid to selected entrepreneurship projects, as well as by donating to healthcare providers facing challenges as a result of the corona pandemic. Youth unemployment is a global challenge. Around 270 million young people worldwide are currently not being employed, educated, or trained. TK Elevator is committed to supporting young people with challenging backgrounds by helping them becoming employable and independent adults.</p> <p>Since 2017 we have partnered with SOS Children’s Villages to fight youth unemployment. About 600 young people were trained through the support of 200 TK Elevator volunteers. Our employees act as instructors, mentors and also as role models for young people.</p>	*

81	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?	<p>Here at TK 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.</p> <p>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.</p> <p>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.</p> <p>When something does go wrong, you want to know someone is there to help. That's why TK 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.</p> <p>Our local team is ready to assist you in making sound decisions about your needs and systems</p>
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	<p>At TK Elevator, we're driving the revolution in elevator technologies and services. We've re-imagined the elevator, 160 years after its invention, by replacing its ropes with linear motors. In the process, we've opened the door to new possibilities – in all directions! We have Created THE WORLD'S FIRST ROPE-FREE ELEVATOR. MULTI harnesses the power of linear motor technology to move multiple cars in a single shaft both vertically and horizontally!</p>

Table 14A: 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 *	
83	Do your warranties cover all products, parts, and labor?	Yes, if installed by TKE and if we currently maintain the equipment under a full maintenance contract.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TKE 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 TKE service	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as 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, TKE can provide a certified technician in all regions.	*
87	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?	TK Elevator will cover warranty service or proposed installed and maintained or under service by TK Elevator.	*
88	What are your proposed exchange and return programs and policies?	No, TKE does not exchange or return parts or equipment.	*
89	Describe any service contract options for the items included in your proposal.	TK elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance. <ul style="list-style-type: none"> • Bronze • Gold • Platinum • Platinum Premier 	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	TK Elevator approach to providing both maintains and repair to system under service is both proactive and predictive maintenance. 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.	
91	How does your elevator dispatch system adapt to different traffic patterns and peak usage time to ensure optimal performance and user satisfaction?	We have a 24/7 dedicated dispatch team .	

Table 148: Performance Standards or Guarantees

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

Line Item	Question	Response *
92	Describe any performance standards or guarantees that apply to your services	Please see the attached Sourcwell contract template in regard to the performance standards that are contractually obligated. The MCP that the template is using is an extensive checklist to maintain industry performance standards within industry standards
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Internally we conduct quality audits on sites as well as accountability regarding routing and missed visits for units under the MCP. operation managers are graded on their performance in providing the contracted services for each unit under their umbrella. Additional quarterly Business reviews are commonly conducted for Sourcwell customers with KPIOs reviewed to determine any areas of concern.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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."
 - [Pricing](#) - Sourcwell Not to Exceed Pricing & Billing rates TK 050224 - 2024 - 2027.xlsx - Wednesday May 01, 2024 20:41:06
 - [Financial Strength and Stability](#) - 230427_Press release TK Elevator Sustainability Report.pdf - Thursday May 02, 2024 13:08:46
 - [Marketing Plan/Samples](#) - TKE Company Brochure.pdf - Thursday May 02, 2024 12:34:50
 - [WMBE/MBE/SBE or Related Certificates](#) - Minority Owned Spend FY22.pdf - Wednesday May 01, 2024 20:02:50
 - [Warranty Information](#) - Sourcwell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:09
 - [Standard Transaction Document Samples](#) - Sourcwell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:37
 - [Requested Exceptions](#) - 2024 RFP_050224_Elevators_Contract_Template RL by DLS 4.19.24.docx - Wednesday May 01, 2024 20:42:46
 - [Upload Additional Document](#) - EOX Brochure.pdf - Thursday May 02, 2024 12:35:08

Addenda, Terms and Conditions

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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Marc McCabe, National Account Manager , TK Elevator Inc.

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 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	<input checked="" type="checkbox"/>	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	<input checked="" type="checkbox"/>	1

**SOURCEWELL AND
TK ELEVATOR (CANADA) LIMITED
ADOPTION AGREEMENT**

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. (“Sourcewell”) and **TK Elevator (Canada) Limited**, 2075 Kennedy Road, Suite 600, Scarborough, ON M1T 3V3 (“TK Canada”), dated as of the last signature below (the “Effective Date”) adopts and incorporates by reference all of the terms and conditions of the Master Agreement #050224-TKE between **TK Elevator Corporation** and Sourcewell effective June 29, 2024 (the “Contract”).

Sourcewell and **TK Elevator Corporation** are parties to the Contract pursuant to which **TK Elevator Corporation** provides equipment, products, or services to Sourcewell Participating Entities in the United States. **TK Elevator (Canada) Limited** wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **TK Elevator (Canada) Limited** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **TK Elevator (Canada) Limited** will be considered “Supplier” under the Contract.

- A. **Ratification.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.
- B. **Conflict.** In the event of any conflict between the terms of the Contract, any previous amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

- A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

