



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-15.**

MEETING DATE	2020-06-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

**TITLE:**  
Piggyback Recommendation of \$500,000 or Greater - FY21-114 - Elevators, Escalators, and Moving Walks With Related Equipment, Services, Accessories, and Supplies

**REQUESTED ACTION:**  
Approve the recommendation to make a piggyback award to the vendor(s) awarded by Sourcewell, Contract No. RFP100516; Contract Term: Date of approval by The School Board of Broward County, Florida, through June 30, 2025, Five (5) Years; User Department: Physical Plant Operations (PPO); Award Amount: \$520,000; Awarded Vendor(s): ThyssenKrupp Elevator Corporation; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
This Piggyback will be utilized by PPO as part of its preventive/routine maintenance program to provide maintenance and repair services for elevators and wheelchair lifts throughout the District.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.  
A copy of the RFP is available online at: [https://www.sourcewell-mn.gov/sites/default/files/2018-05/Elevator%20RFP%20100516\\_0.pdf](https://www.sourcewell-mn.gov/sites/default/files/2018-05/Elevator%20RFP%20100516_0.pdf)

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Safe & Supportive Environment  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$520,000. Due to the COVID-19, the spending authority requested covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority, to cover the remaining term of the piggyback Agreement will be requested in a future date. The funding source will come from PPO's operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Sam Bays	Phone: 754-321-4600
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
6/15/2020, 11:36:17 AM

Approved in Open Board Meeting On: **JUN 23 2020**  
By: *[Signature]*  
School Board Chair

## EXECUTIVE SUMMARY

### Piggyback Recommendation of \$500,000 or Greater FY21-114 – Elevators, Escalators, and Moving Walks With Related Equipment, Services, Accessories, and Supplies

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

Approve the recommendation to make a piggyback award to the vendor(s) awarded by Sourcewell, a State of Minnesota local government agency, solicitation number RFP#100516. The contract term will be from the date of its approval by The School Board of Broward County, Florida (SBBC), through June 30, 2025.

Due to the COVID-19, the spending authority being requested is \$520,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the piggyback Agreement will be requested in a future date.

#### **Goods/Services Description**

**Responsible: Physical Plant Operations (PPO)**

This Bid provides maintenance and repair services for elevators and wheelchair lifts throughout the District and complies with Florida Statute, Section 399.061, which states that all elevators must be inspected annually by a certified elevator inspector. Services included in this Bid are essential to maintaining safe and secure elevators and wheelchair lifts throughout the District. These services also increase the life expectancy of equipment, reduce repair costs and downtime, and ensure accessibility to all areas of schools.

Maintenance and Repair of Elevators and Wheelchair Lifts are utilized by Physical Plant Operations (PPO), as part of their preventive/routine maintenance program, to provide maintenance and repair services for elevators and wheelchair lifts throughout the District. These services are not provided in-house and are essential to maintaining safe and secure elevators and wheelchair lifts.

#### **Procurement Method**

**Responsible: PWS**

Procurement & Warehousing Services (PWS) conducted market research by releasing Request for Information FY20-194 – Elevator Maintenance & Repairs last December with the objective to gather information from elevator manufacturers and their capabilities. In February 2020, SBBC had agnostic meetings with the Big Four Elevator companies, Kone, Otis, Schindler, and ThyssenKrupp, to discuss how they can assist the District with the elevator needs.

ThyssenKrupp is being recommended for the piggyback award due to the following:

- Twenty-four seven (24/7) phone monitoring and dispatch at no additional cost
- Over two (2) thirds of the District elevators are ThyssenKrupp
- Installation of MAX on all compatible units – remote/precognitive technology to reduce downtime and provide detailed elevator analytics
- Monetary allowance for SBBC to use at its discretion
- Customer service portal
  - Manage elevator accounts online
  - Place service requests online
  - Sign up for email notifications to inform when service and maintenance is completed
  - Download reports of service and maintenance history
- Dedicated service team in Broward County

**Piggyback Recommendation of \$500,000 or Greater  
 FY21-114 – Elevators, Escalators, and Moving Walks With Related Equipment, Services,  
 Accessories, and Supplies  
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- Dedicated route mechanic for SBBC preventative maintenance
- Dedicated branch inspection coordinator
- Full Coverage Contract

PWS is recommending Sourcewell Contract 100516-TKE as it covers a wide array of elevator services such as modernizations, new installation, telephone monitoring, repairs, and maintenance.

In accordance with Florida Administrative Code (F.A.C.), Rule 6A-1.012(6) and Purchasing Policies 3320, Part II, General Provisions, Item M states that: "In lieu of requesting competitive solicitations from three (3) or more sources, District School Boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other District School Boards, Community Colleges, Federal Agencies, the Public or Governmental Agencies of any State, or from State University system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a District School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District School Board."

For this Piggyback, it was determined that a contract period of five (5) years was best suited. This was determined based on the warranty of the tracks. It is standard for the tracks to be warranted for a period of sixty (60) months, and by having a bid of less than five (5) years, the District runs the risk of voiding any warranty if there were to be a transition to a new vendor.

**Financial Impact  
 Responsible: PWS and PPO**

Due to the COVID-19, the spending authority being requested is \$520,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the piggyback agreement will be requested in a future date.

Please see below breakdown for entire bid term:

Maintenance monthly expenditures*		\$	41,817
<u>Number of months</u>	<u>x</u>		<u>60</u>
Total spend authority for maintenance	=	\$	2,509,020
Unforeseen repairs	+	\$	90,000
Estimated forecasted spend	=	\$	2,599,020
<b>Total Spend Authority (rounded)</b>		<b>\$</b>	<b>2,600,000</b>

\*The monthly maintenance expenditures are calculated based on the number of elevators and wheelchairs throughout the District and are lower than the historical average monthly expenditures.

Moreover, ThyssenKrupp is providing the District with a \$75,000 allowance for the District to use on repairs and upgrades as needed. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



**AGREEMENT**

**THIS CONTRACT** is made and entered into as of this 23<sup>rd</sup> day of June, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "**SBBC**"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**THYSSENKRUPP ELEVATOR CORPORATION**  
(hereinafter also referred to as "**VENDOR**"),  
whose principal place of business is  
2801 SW 15th Street, Pompano Beach, Florida 33069

**WHEREAS**, SBBC desires to obtain goods and services from vendors to provide elevator maintenance and services; and

**WHEREAS**, VENDOR is currently under contract (the "ThyssenKrupp/Sourcewell Contract") to provide elevator maintenance and services with "Sourcewell," a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota that offers cooperative procurement solutions to its members and offers participation by all levels of government, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada; and

**WHEREAS**, pursuant to Rule 6A.1.012(6), Florida Administrative Code and School Board Purchasing Policy 3320, SBBC desires to utilize the ThyssenKrupp/Sourcewell Contract dated November 2, 2016 and awarded pursuant to RFP # 100516 to procure elevator maintenance and services; and

**WHEREAS**, VENDOR agrees to provide elevator maintenance and services to SBBC at or below the same cost as the ThyssenKrupp/Sourcewell Contract;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Contract.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2025.

### 2.02 **Documents.**

2.02.01 The Contract Documents of this Agreement consist of the following documents. In the event of a conflict between documents, the priority of the documents shall be as follows:

- First: This Agreement;
- Second: The ThyssenKrupp/Sourcewell Contract;
- Third: RFP #100516 Elevators, Escalators, and Moving Walks With Related Equipment, Services, Accessories, and Supplies; and
- Fourth: Responses to the RFP #100516 by VENDOR.

2.02.02 Any and all references to “Sourcewell” in the ThyssenKrupp /Sourcewell Contract shall be replaced with “The School Board of Broward County, Florida.” The ThyssenKrupp /Sourcewell Contract, the RFP and the Response to RFP, is attached hereto and incorporated herein as **Exhibit “B”**

2.02.03 Any and all references to policies of Sourcewell shall be replaced with references to the corresponding and applicable policies of SBBC in all instances where so noted in the attached Sourcewell Contract, the RFP and the Response to RFP. **NOTE: It is the responsibility of the VENDOR to request and obtain copies of all such policies of the SBBC.**

2.03 **Services.** Vendor shall provide SBBC goods and services, in accordance with the terms, conditions, and specifications of RFP #100516 awarded to VENDOR by Sourcewell. Goods and services include the elevator maintenance and services at various SBBC school locations.

VENDOR shall not proceed with any work until such time as it receives fully executed Purchase Orders from the SBBC which specifically identify the quantity of materials and/or work to be provided and/or performed, the location for material delivery or work, the time for provision of such materials and/or work, and the total cost of such materials and/or work.

The materials and/or work identified in each Purchase Order, as well as the place of delivery or performance of such work, shall supersede and replace any such references in the attached Sourcewell Contract, the RFP and the Response to RFP.

2.04 **Pricing.** SBBC shall pay VENDOR for services rendered under this Agreement as established in **Exhibit "A"**, incorporated herein.

2.05 **Payment.** SBBC shall pay VENDOR for goods and services as set forth in a **Exhibit "A"**, and in accordance with the terms, conditions, and specification of RFP #100516 set forth in the ThyssenKrupp/Sourcewell Contract

2.06 **Invoices:** Delivery copies, packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with this contract and expedite the use of material. Invoices shall be mailed to Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

- A. Purchase Order number
- B. Complete description of the items
- C. Itemized list prices
- D. Total dollar amount shall be net

2.07 **Inspection of VENDOR Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR payees pursuant to this Agreement. VENDOR Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR Records Defined.** For the purposes of this Agreement, the term VENDOR Records shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR facilities and to any and all records related to this Agreement and shall be

provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Contract and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301
- With a Copy to: Director, Procurement and Warehousing Services  
The School Board of Broward County, Florida  
7720 West Oakland Park Blvd. Suite 323  
Sunrise, FL 33351
- With a Copy to: Director, Physical Plant Operations  
Office of Facilities and Construction  
The School Board of Broward County, Florida  
3810 NW 10 Ave  
Oakland Park, FL 33309



To VENDOR:            Contracts  
                             ThyssenKrupp Elevator Corporation  
                             2801 SW 15th Street  
                             Pompano Beach, FL 33069

2.09 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Contract entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Insurance Requirements:** VENDOR shall maintain the following insurance coverage:

**GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

**WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

**AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the VENDOR must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

**ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

**VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by a VENDOR to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit VENDOR time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

**REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

**The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The additional insured coverage shall provide a defense and indemnification to the extent any damages covered by the policy and determined to be caused by VENDOR'S acts, actions, omissions or neglects, and in no way to the additional insured's own acts, actions, omissions neglects or bare allegations. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida. (Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)**

**CANCELLATION OF INSURANCE:** VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

**The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.**

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Contract. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be terminated pursuant to the conditions set forth in Section 7.13 of RFP# 100516.

3.06 **(Not Used).**

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party

acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC Policies, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this AGREEMENT are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

3.15 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference**. Exhibit "A" and Exhibit "B" is attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

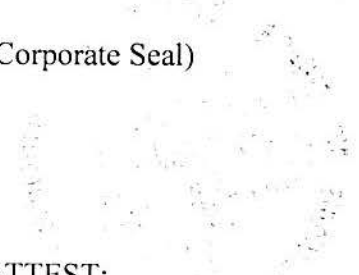

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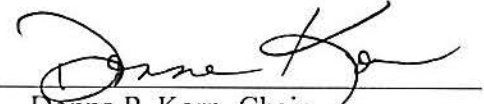
FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

(Remainder of page intentionally left blank. Signature page follows)

**FOR VENDOR**



Mark Hintz, VP-Contracts

[VENDOR]

By David Turnage  
David Turnage, Tax Officer

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of May, 2020, by ~~Andrew O'Connell, Branch Manager Ft Lauderdale~~ of ThyssenKrupp Elevator Corporation, on behalf of the David Turnage corporation/agency. VP of Tax

They are personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

Shamia Tooson

(SEAL)



\_\_\_\_\_  
Signature – Notary Public

Shamia Tooson  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



## Exhibit A

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

Location Name School Board of Broward County

Location Address Multiple – See below table for equipment list & Pricing

Unit Count 305

Unit Type Hydraulic, Traction Passenger Elevators, and Wheelchair Lifts/Dumb Waiters

Contract Type Blended Coverage Agreement: Gold for all Elevators / Bronze for all Wheelchair Lifts and Dumbwaiters

## Scope of Work

### Service Visits

thyssenkrupp Elevator will visit the Units described above to examine the equipment covered by this Agreement as necessary to promote the proper operation of those Units ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

thyssenkrupp Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, thyssenkrupp Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

### Service Visits Performed Pursuant to thyssenkrupp Elevator's Maintenance Control Program

thyssenkrupp Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). Thyssenkrupp Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates thyssenkrupp Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing Service Visits and any other tasks that are specifically described as included in this Agreement. Our MCP also includes thyssenkrupp Elevator's Maintenance Tasks & Records documentation to record



thyssenkrupp

the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

#### **Parts Repair and Replacement**

The following applies only to Unit(s) designated for Gold Coverage: thyssenkrupp Elevator will repair or replace any covered components if the repair or replacement is, in thyssenkrupp's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement.

The following applies only to Unit(s) designated for Bronze Coverage:

We will not repair or replace any component of your Unit(s). All such work is outside the scope of your Agreement and will be the subject of separate billing by thyssenkrupp to you. We will, however, furnish the necessary lubricants (other than hydraulic fluid) and cleaning materials at no additional charge.

#### **Service Requests and Overtime Service Requests**

A "Service Request" is the dispatching of a thyssenkrupp Elevator technician to address minor adjustments to and the release of any entrapped passengers from a Unit during Regular Time. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by thyssenkrupp Elevator. Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests").

The following applies only to Unit(s) designated for Gold Coverage:

Service Requests are included at no additional charge. Overtime Service Requests are not included and will be the subject of separate billing by thyssenkrupp for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

The following applies only to Unit(s) designated for Bronze Coverage:

Neither Service Requests nor Overtime Service Requests are included and they will be the subject of separate billing by thyssenkrupp for both materials and labor costs (which will be comprised of travel time, travel expenses, and time spent on the job).

#### **Testing**

##### Equipment Testing

This agreement includes only the following tests:

- those annual and five-year safety tests for your hydraulic, traction and wheel chair lifts Units covered by this Agreement.

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, thyssenkrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement.

Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that thyssenkrupp Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify thyssenkrupp Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code. thyssenkrupp Elevator will replace fire service key switches due to normal wear and tear.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection thyssenkrupp Elevator submits this agreement with the understanding that all existing equipment has been the subject of an appropriate maintenance program. During the first ninety (90) days of this agreement, thyssenkrupp elevator, at its sole option, will thoroughly inspect the equipment and may submit a comprehensive evaluation of findings to Purchaser. Should that evaluation reveal items that thyssenkrupp Elevator determines, in its sole opinion, require repair and/or replacement, we will provide you with a written proposal for that work at additional cost to you. Should you fail to accept our proposal, we shall have the exclusive right to either immediately exclude the affected component from this agreement upon written notice to you.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at thyssenkrupp Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; any sealed bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/ cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards,

and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in thyssenkrupp's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party

#### thyssenkrupp Communications®

Through its centralized thyssenkrupp Communications call center, thyssenkrupp Elevator will provide 7 days per week, 24 hours per day, 365 days per year dispatching service for calls placed by Purchaser outside of Regular Time to the local thyssenkrupp Elevator branch office and telephone monitoring on all elevator(s) maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, thyssenkrupp Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local thyssenkrupp Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized thyssenkrupp Communications call center does not have dialing access to local "9-1-1" numbers.

This Agreement specifically includes any repair or replacement of any type or kind of the Purchaser's telephone after all phones are replaced by Purchaser's allowance in Added Incentive list for the first 90 days of the agreement and other communication equipment like phone lines will be the responsibility of the Purchaser. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to thyssenkrupp Communication's call center.

#### **thyssenkrupp Communications Contact Information - To Be Completed by Purchaser**

Purchaser hereby acknowledges that as a condition precedent to thyssenkrupp Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the thyssenkrupp communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise thyssenkrupp Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without thyssenkrupp Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where thyssenkrupp Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives thyssenkrupp Elevator express permission to dispatch a thyssenkrupp Elevator service technician to the location of the equipment at Purchaser's expense in accordance with thyssenkrupp Elevator's

applicable billing rates. Purchaser further agrees that thyssenkrupp Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, thyssenkrupp has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: ( ) -

Fire Department: ( ) -

Special instructions/remarks:

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In the event that a thyssenkrupp Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives thyssenkrupp Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at thyssenkrupp Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that thyssenkrupp Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

## Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Description of Service:** Gold Service including third party inspections with 4 visits per year for Hydraulic, and 12 visits per year for traction. Bronze service for Wheelchair lifts and Dumbwaiters with 2 visits per year for wheelchair lifts/dumb waiters

Bronze coverage provides preventative maintenance, safety testing and inspections only. Callbacks for units on Bronze coverage will be billed at agreed upon hourly billing rates.

This is not a prevailing wage contract – 35% Reduced Billing Rates are identified on pg. 24 of 24 of Exhibit A

Billing Frequency Monthly

**\*\*Added Incentives**

- \$75,000 allowance shall be provided to SBBC for elevator repairs/upgrades upon start of agreement
- Potential repairs/upgrades: \*\* Below pricing is an estimated value of specified repair, pricing may vary slightly based on equipment vintage, make, and model. Pricing below is reflective of 2020 billing rates and subject to change in 1 year.
    - ADA Emergency Phone \$550.00
    - Twin Post Packings \$9,000.00
    - Conventional Packings \$2,500.00
    - Door Operator/ Equipment \$15,000.00 - \$20,000.00
    - Electronic Door Edges \$2,500.00
    - Platforms \$12,500.00
    - Hydraulic Modernizations \$65,000.00- \$100,000.00
    - Absorb portion of initial monthly maintenance costs

**Exhibit A cont. Pricing & Location List**

<i>Building Name</i>	<i>BCID NUMBER</i>	<i>Building Address</i>	<i>Type</i>	<i>Contract Type</i>	<i>Mthly Pricing</i>	<i>3rd Party Insp. Incl.</i>
APOLLO MIDDLE SCHOOL	08-00128	6800 ARTHUR ST, HOLLYWOOD, FL 33024	Hydro	Gold	\$ 147	Yes
APOLLO MIDDLE SCHOOL	07-00381	6800 ARTHUR ST, HOLLYWOOD, FL 33024	WCL	Bronze	\$ 87	Yes
ARTHUR ASH MIDDLE SCHOOL	02-04368	1701 NW 23 AVE, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
ATLANTIC VOCATIONAL CENTER	11414	4700 COCONUT CREEK PKWY, COCONUT CREEK, FL 33066	Hydro	Gold	\$ 147	Yes
ATLANTIC VOCATIONAL CENTER	04-02003	4700 COCONUT CREEK PKWY, COCONUT CREEK, FL 33066	Hydro	Gold	\$ 147	Yes
ATTUCKS MIDDLE SCHOOL	52970	3500 N 22 AVE, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes

ATTUCKS MIDDLE SCHOOL	203092	3500 N 22 AVE , HOLLYWOOD, FL 33020	WCL	Bronze	\$ 87	Yes
BAYVIEW ELEMENTARY SCHOOL	01-07293	1175 MIDDLE RIVER DR, FORT LAUDERDALE, FL 33304	Hydro	Gold	\$ 147	Yes
BAYVIEW ELEMENTARY SCHOOL	49535	1175 MIDDLE RIVER DR, FORT LAUDERDALE, FL 33304	Hydro	Gold	\$ 147	Yes
BEACHSIDE MONTESSORI VILLAGE	09-00222	2230 LINCOLN ST, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
BENNETT ELEMENTARY SCHOOL	47603	1755 NE 14 ST, FORT LAUDERDALE, FL 33304	Hydro	Gold	\$ 147	Yes
BETHUNE ELEMENTARY SCHOOL	07-00174	2400 MEADE ST, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
BLANCHE ELY HIGH SCHOOL	10-00098	1201 NW 6 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
BLANCHE ELY HIGH SCHOOL	47074	1201 NW 6 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
BLANCHE ELY HIGH SCHOOL	03-06247	1201 NW 6 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
BLANCHE ELY HIGH SCHOOL	24709	1201 NW 6 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
BLANCHE ELY HIGH SCHOOL	09-00177	1201 NW 6 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
BOULEVARD HEIGHTS ELEM SCHOOL	48113	7201 JOHNSON ST, HOLLYWOOD, FL 33024	Hydro	Gold	\$ 147	Yes
BOYD ANDERSON HIGH SCHOOL	10059	3050 NW 41 ST, FORT LAUDERDALE, FL 33309	DW	Bronze	\$ 87	Yes
BOYD ANDERSON HIGH SCHOOL	10060	3050 NW 41 ST, FORT LAUDERDALE, FL 33309	Hydro	Gold	\$ 147	Yes
BOYD ANDERSON HIGH SCHOOL	02-09498	3050 NW 41 ST, FORT LAUDERDALE, FL 33308	Hydro	Gold	\$ 147	Yes
BOYD ANDERSON HIGH SCHOOL	49288	3050 NW 41 ST, FORT LAUDERDALE, FL 33309	Hydro	Gold	\$ 147	Yes
BOYD ANDERSON HIGH SCHOOL	02-05266	3050 NW 41 ST, FORT LAUDERDALE, FL 33308	WCL	Bronze	\$ 87	Yes
BOYD ANDERSON HS AUDITORIUM	11-00005	3050 NW 41 ST, LAUDERDALE LAKES, FL 33309	WCL	Bronze	\$ 87	Yes

C W FLANAGAN HIGH SCHOOL	50032	12800 TAFT ST, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
C W FLANAGAN HIGH SCHOOL	50033	12800 TAFT ST, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
C W FLANAGAN HIGH SCHOOL	50034	12800 TAFT ST, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
C W FLANAGAN HIGH SCHOOL	50029	12800 TAFT ST, PEMBROKE PINES, FL 33028	WCL	Bronze	\$ 87	Yes
C W FLANAGAN HIGH SCHOOL	50135	12800 TAFT ST, PEMBROKE PINES, FL 33028	WCL	Bronze	\$ 87	Yes
C W FLANAGAN HIGH SCHOOL	19-00164	12800 TAFT ST, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
CENTRAL PARK ELEMENTARY	04-11647	777 N NOB HILL RD, PLANTATION , FL 333241028	Hydro	Gold	\$ 147	Yes
CHALLENGER ELEMENTARY	05-00270	5703 NW 94 AVE, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
CHALLENGER ELEMENTARY SCHOOL	01-00952	5703 NW 94 AVE, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
CHAPEL TRAIL ELEM SCHOOL	49793	19595 TAFT ST, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
CHAPEL TRAIL ELEMENTARY SCHOOL	13-00071	19595 TAFT ST, PEMBROKE PINES, FL 33069	WCL	Bronze	\$ 87	Yes
COCONUT CREEK ELEM SCHOOL	45015	500 NW 45 AVE, COCONUT CREEK, FL 33066	Hydro	Gold	\$ 147	Yes
COCONUT CREEK ELEM SCHOOL	50483	500 NW 45 AVE, COCONUT CREEK, FL 33066	WCL	Bronze	\$ 87	Yes
COCONUT CREEK HIGH SCHOOL	10062	1400 NW 44 AVE, COCONUT CREEK, FL 33066	Hydro	Gold	\$ 147	Yes
COCONUT CREEK HIGH SCHOOL	310433	1400 NW 44 AVE, COCONUT CREEK, FL 33066	WCL	Bronze	\$ 87	Yes
COCONUT CREEK HIGH SCHOOL	10061	1400 NW 44 AVE, COCONUT CREEK, FL 33066	WCL	Bronze	\$ 87	Yes



COCONUT CREEK HIGH SCHOOL	10-00110	1400 NW 44 AVE, COCONUT CREEK, FL 33066	WCL	Bronze	\$ 87	Yes
COCONUT PALM ELEMENTARY	102467	13601 MONARCH LAKE BLVD, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
COLBERT ELEMENTARY	07-00299	2701 PLUNKET ST, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
COOPER CITY HIGH SCHOOL	09677	9401 STIRLING RD, COOPER CITY, FL 33328	DW	Bronze	\$ 87	Yes
COOPER CITY HIGH SCHOOL	07-00019	9401 STIRLING RD, COOPER CITY, FL 33328	Hydro	Gold	\$ 147	Yes
COOPER CITY HIGH SCHOOL	13-00003	9401 STIRLING RD, COOPER CITY, FL 33328	Hydro	Gold	\$ 147	Yes
COOPER CITY HIGH SCHOOL	13-00002	9401 STIRLING RD, COOPER CITY, FL 33328	Hydro	Gold	\$ 147	Yes
COOPER CITY HIGH SCHOOL	45583	9401 STIRLING RD, COOPER CITY, FL 33328	Hydro	Gold	\$ 147	Yes
COOPER CITY HIGH SCHOOL	04-02567	9401 STIRLING RD, COOPER CITY, FL 33328	WCL	Bronze	\$ 87	Yes
CORAL COVE ELEMENTARY	04-12424	5100 SW 148 AVE, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
CORAL GLADES HIGH	05-00132	2700 SPORTSPLEX DR, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
CORAL GLADES HIGH	03-07866	2700 SPORTSPLEX DR, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
CORAL SPRINGS ELEMENTARY	04-03279	3601 NW 110 AVE, CORAL SPRINGS, FL 33065	WCL	Bronze	\$ 87	Yes
CORAL SPRINGS HIGH SCHOOL	05-00351	7201 W SAMPLE RD, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
CORAL SPRINGS HIGH SCHOOL	23729	7201 W SAMPLE RD, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
CORAL SPRINGS MIDDLE	05-00064	10300 WILES RD, CORAL SPRINGS, FL 33076	Hydro	Gold	\$ 147	Yes
CORAL SPRINGS MIDDLE SCHOOL	05-00266	10300 Wiles RD, CORAL SPRINGS, FL 33076	Hydro	Gold	\$ 147	Yes

CORAL SPRINGS MIDDLE SCHOOL	05-00144	10300 W WILES ROAD, CORAL SPRINGS, FL 33076	WCL	Bronze	\$ 87	Yes
COUNTRY HILLS ELEMENTARY SCHOOL	13-00072	10550 WESTVIEW DR, CORAL SPRINGS, FL 33076	WCL	Bronze	\$ 87	Yes
COUNTRY ISLES ELEMENTARY SCHOOL	06-00187	2300 COUNTRY ISLES RD, WESTON, FL 33326	WCL	Bronze	\$ 87	Yes
CRESTHAVEN ELEMENTARY SCHOOL	46604	801 NE 25 ST, POMPANO BEACH, FL 33064	Hydro	Gold	\$ 147	Yes
CROISSANT PARK ELEMENTARY SCHOOL	46225	1800 SW 4 AVE, FORT LAUDERDALE, FL 33315	Hydro	Gold	\$ 147	Yes
CRYSTAL LAKE MIDDLE SCHOOL	09685	3551 NE 3 AVE, POMPANO BEACH, FL 33064	Hydro	Gold	\$ 147	Yes
CYPRESS BAY HIGH SCHOOL	01-06911	18600 VISTA PARK BLVD, WESTON, FL 33332	Hydro	Gold	\$ 147	Yes
CYPRESS BAY HIGH SCHOOL	01-06910	18600 VISTA PARK BLVD, WESTON, FL 33332	Hydro	Gold	\$ 147	Yes
CYPRESS BAY HIGH SCHOOL	05-00030	18600 VISTA PARK BLVD, WESTON, FL 33332	Hydro	Gold	\$ 147	Yes
CYPRESS RUN EDUCATION CENTER	07-00404	2800 NW 30 AVE, POMPANO BEACH, FL 33069	Hydro	Gold	\$ 147	Yes
DAVE THOMAS EDUCATION CENTER	04-04323	4690 COCONUT CREEK PKWY, COCONUT CREEK, FL 33063	Hydro	Gold	\$ 147	Yes
DAVIE ELEMENTARY SCHOOL	02-05982	7025 SW 39 ST, DAVIE, FL 333142306	WCL	Bronze	\$ 87	Yes
DEERFIELD BEACH ELEMENTARY	59496	650 NE 1 ST, DEERFIELD BEACH, FL 33441	Hydro	Gold	\$ 147	Yes
DEERFIELD BEACH ELEMENTARY SCHOOL	13-00124	650 NE 1 ST, DEERFIELD BEACH, FL 33441	WCL	Bronze	\$ 87	Yes
DEERFIELD BEACH HIGH SCHOOL	08844	910 SW 15 ST, DEERFIELD BEACH, FL 33441	Hydro	Gold	\$ 147	Yes
DEERFIELD BEACH HIGH SCHOOL	04-02019	910 SW 15 ST, DEERFIELD BEACH, FL 33441	Hydro	Gold	\$ 147	Yes

DEERFIELD BEACH HIGH SCHOOL	10-00111	910 SW 15 ST, DEERFIELD BEACH, FL 33441	WCL	Bronze	\$ 87	Yes
DEERFIELD BEACH MIDDLE SCHOOL	54872	701 SE 6 AVE, DEERFIELD BEACH, FL 33441	Hydro	Gold	\$ 147	Yes
DILLARD ELEMENTARY SCHOOL	47023	2330 NW 12 CT, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DILLARD HIGH SCHOOL	03-00771	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DILLARD HIGH SCHOOL	48120	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DILLARD HIGH SCHOOL	03-03736	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
DILLARD HIGH SCHOOL	03-09075	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
DILLARD HIGH SCHOOL	52549	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
DILLARD HIGH SCHOOL	03-09074	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
DILLARD HIGH SCHOOL (BLDG. 6)	56642	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DILLARD HIGH SCHOOL BLDG 2	03-00772	2501 NW 11 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DILLARD HIGH SCHOOL BLDG 8	0-110631	2501 NW 11 ST , FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
DISCOVERY ELEMENTARY	08-00262	8800 NW 54 CT, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
DOLPHIN BAY ELEMENTARY	06-00258	16450 MIRAMAR PKWY, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
DRIFTWOOD ELEMENTARY SCHOOL	49184	2700 NW 69 AVE, HOLLYWOOD, FL 33024	WCL	Bronze	\$ 87	Yes
DRIFTWOOD MIDDLE SCHOOL	54368	2751 NE 70 TER, HOLLYWOOD, FL 33024	Hydro	Gold	\$ 147	Yes
EAGLE POINT ELEMENTARY SCHOOL	04-07823	100 INDIAN TRACE , WESTON, FL 33326	Hydro	Gold	\$ 147	Yes
EAGLE POINT ELEMENTARY SCHOOL	49547	100 INDIAN TRACE , WESTON, FL 33326	Hydro	Gold	\$ 147	Yes
EAGLE RIDGE ELEM SCHOOL L-91	50376	11500 WESTVIEW DR, CORAL SPRINGS, FL 33076	Hydro	Gold	\$ 147	Yes
EMBASSY CREEK ELEMENTARY	46427	10905 SE LAKE BLVD, COOPER CITY, FL 33026	Hydro	Gold	\$ 147	Yes

EMBASSY CREEK ELEMENTARY SCHOOL	09-00026	10905 SE LAKE BLVD, COOPER CITY, FL 33026	Hydro	Gold	\$ 147	Yes
EVERGLADES ELEMENTARY SCHOOL	05-00147	2900 BONAVENTURE BLVD, WESTON, FL 33331	Hydro	Gold	\$ 147	Yes
EVERGLADES ELEMENTARY SCHOOL	56385	2900 BONAVENTURE BLVD, WESTON, FL 33331	Hydro	Gold	\$ 147	Yes
EVERGLADES HIGH SCHOOL	03-05669	17100 SW 48 CT, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
FALCON COVE MIDDLE SCHOOL	58515	4251 BONAVENTURE BLVD, WESTON, FL 33332	Hydro	Gold	\$ 147	Yes
FLAMINGO ELEMENTARY SCHOOL	03-02250	1130 SW 133 AVE, DAVIE, FL 33325	WCL	Bronze	\$ 87	Yes
FLORANADA ELEMENTARY SCHOOL	56821	5251 NE 14 WAY, OAKLAND PARK, FL 33334	Hydro	Gold	\$ 147	Yes
FOREST GLEN MIDDLE	05-00056	6501 TURTLE RUN BLVD, CORAL SPRINGS, FL 33067	Hydro	Gold	\$ 147	Yes
FORT LAUDERDALE HIGH	0-402570		Hydro	Gold	\$ 147	Yes
FORT LAUDERDALE HIGH	0-402569		Hydro	Gold	\$ 147	Yes
FORT LAUDERDALE HIGH SCHOOL	07-00240	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	DW	Bronze	\$ 87	Yes
FORT LAUDERDALE HIGH SCHOOL	07-00241	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	Hydro	Gold	\$ 147	Yes
FORT LAUDERDALE HIGH SCHOOL #610859	12-00106	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	Hydro	Gold	\$ 147	Yes
FORT LAUDERDALE HIGH SCHOOL #610860	12-00107	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	Hydro	Gold	\$ 147	Yes
FOX TRAIL ELEMENTARY	04-06653	1250 NOB HILL RD, DAVIE, FL 33324	Hydro	Gold	\$ 147	Yes
FOX TRAIL ELEMENTARY	53769	1250 NOB HILL RD, DAVIE, FL 33324	Hydro	Gold	\$ 147	Yes
FT LAUDERDALE HIGH SCHOOL	04-02569	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	Hydro	Gold	\$ 147	Yes
FT LAUDERDALE HIGH SCHOOL	04-02570	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	Hydro	Gold	\$ 147	Yes
FT LAUDERDALE HIGH SCHOOL	46164	1600 NE 4 AVE, FORT LAUDERDALE, FL 33305	WCL	Bronze	\$ 87	Yes
GATOR RUN ELEMENTARY	05-00463	1101 ARVIDA PKWY, WESTON, FL 33327	Hydro	Gold	\$ 147	Yes

GATOR RUN ELEMENTARY	56384	1101 GLADES PKWY, WESTON, FL 33327	Hydro	Gold	\$ 147	Yes
GLADES MIDDLE SCHOOL	06-00097	16700 SW 48 CT, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
GLADES MIDDLE SCHOOL	07-00239	16700 SW 48 CT BLDG 4 CIR, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
GRIFFIN ELEMENTARY SCHOOL	49185	5050 SW 116 AVE, COOPER CITY, FL 33330	WCL	Bronze	\$ 87	Yes
GULFSTREAM ACADEMY OF HALLANDALE BEACH	04-08237	900 SW 8 ST, HALLANDALE, FL 33009	Hydro	Gold	\$ 147	Yes
GULFSTREAM MIDDLE SCHOOL	13-00070	120 SW 4 AVE, HALLANDALE, FL 33009	WCL	Bronze	\$ 87	Yes
HALLANDALE ADULT	02-11910	1000 SW 3 STREET , HALLANDALE, FL 33009	Hydro	Gold	\$ 147	Yes
HALLANDALE HIGH SCHOOL	24321	720 NW 9 AVE, HALLANDALE, FL 33009	Hydro	Gold	\$ 147	Yes
HALLANDALE HIGH SCHOOL	50811	720 NW 9 AVE, HALLANDALE, FL 33009	WCL	Bronze	\$ 87	Yes
HARBORDALE ELEMENTARY SCHOOL	07-00273	900 SE 15 ST, FORT LAUDERDALE, FL 33316	WCL	Bronze	\$ 87	Yes
HARBORDALE ELEMENTARY SHCOOL	09-00176	900 SE 15 ST, FORT LAUDERDALE, FL 33316	Hydro	Gold	\$ 147	Yes
HAWKES BLUFF ELEMENTARY SCHOOL	09-00002	5900 SW 160 AVE, DAVIE, FL 33331	WCL	Bronze	\$ 87	Yes
HENRY PERRY MIDDLE SCHOOL	45989	3400 SW 69 ST, MIRAMAR, FL 33023	Hydro	Gold	\$ 147	Yes
HERON HEIGHTS ELEMENTARY	09-00028	11010 NOB HILL RD, PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes
HOLLYWOOD CENTRAL AUDITORIUM	52870	1700 MONROE ST, HOLLYWOOD, FL 33020	WCL	Bronze	\$ 87	Yes
HOLLYWOOD CENTRAL AUDITORIUM	52871	1700 MONROE ST, HOLLYWOOD, FL 33020	WCL	Bronze	\$ 87	Yes
HOLLYWOOD CENTRAL ELEMENTARY SCHOOL	49901	1701 MONROE ST, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
HOLLYWOOD HILLS ELEMENTARY	06-00002	3501 TAFT ST, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
HOLLYWOOD HILLS HIGH SCHOOL	05-00442	5400 STIRLING RD, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
HOLLYWOOD HILLS HIGH SCHOOL	03-04294	5400 STIRLING RD, HOLLYWOOD, FL 33021	WCL	Bronze	\$ 87	Yes

HOLLYWOOD PARK ELEMENTARY SCHL	03-10434	901 N 68 WAY, HOLLYWOOD, FL 33024	WCL	Bronze	\$ 87	Yes
HORIZON ELEMENTARY SCHOOL	03-12017	2101 N PINE ISLAND RD, SUNRISE, FL 33322	WCL	Bronze	\$ 87	Yes
J.P. TARAVELLA HIGH SCHOOL	06-00053	10600 RIVERSIDE DR, CORAL SPRINGS, FL 33071	Hydro	Gold	\$ 147	Yes
KATHLEEN C WRIGHT ADMIN CTR	42786	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Trctn	Gold	\$ 414	Yes
KATHLEEN C WRIGHT ADM CTR	45793	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	WCL	Bronze	\$ 87	Yes
KATHLEEN C WRIGHT ADMIN CTR	42789	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Hydro	Gold	\$ 147	Yes
KATHLEEN C WRIGHT ADMIN CTR	42785	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Trctn	Gold	\$ 414	Yes
KATHLEEN C WRIGHT ADMIN CTR	42788	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Trctn	Gold	\$ 414	Yes
KATHLEEN C. WRIGHT ADMIN CENTER	42787	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Trctn	Gold	\$ 414	Yes
KATHLEEN C. WRIGHT ADMIN CTR	42790	600 SE 3 AVE, FORT LAUDERDALE, FL 33301	Hydro	Gold	\$ 147	Yes
LANIER JAMES EDUCATION CENTER	10-00079	1050 NW 7 CT, HALLANDALE, FL 33009	Hydro	Gold	\$ 147	Yes
LARKDALE ELEMENTARY SCHOOL	02-07177	3250 NW 12 PL, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
LAUDERDALE MANORS ELEM SCHOOL	47655	1400 NW 14 CT, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
LAUDERDALE MANORS ELEMENTARY SCHOOL	09-00178	1400 NW 14 CT, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
LAUDERHILL P T ELEM SCHOOL	49981	1500 NW 49 AVE, LAUDERHILL, FL 33313	Hydro	Gold	\$ 147	Yes
LIBERTY ELEMENTARY	02-03093	2450 BANKS RD, MARGATE, FL 33063	Hydro	Gold	\$ 147	Yes
LIBERTY ELEMENTARY SCHOOL	04-13836	2450 BANKS ROAD, MARGATE, FL 33063	Hydro	Gold	\$ 147	Yes
LYONS CREEK MIDDLE	06-00207	4333 SOL PRESS BLVD, COCONUT CREEK, FL 33073	Hydro	Gold	\$ 147	Yes
LYONS CREEK MIDDLE SCHOOL	58520	4333 SOL PRESS BLVD, COCONUT CREEK, FL 33073	Hydro	Gold	\$ 147	Yes

MANATEE BAY ELEMENTARY SCHOOL	05-00037	19200 SW 36 ST, FORT LAUDERDALE, FL 33332	Hydro	Gold	\$ 147	Yes
MANATEE BAY ELEMENTARY	02-09291	19200 SW 36 ST, FORT LAUDERDALE, FL 33332	Hydro	Gold	\$ 147	Yes
MARGATE ELEMENTARY	06-00102	6300 NW 18 ST, MARGATE, FL 33063	Hydro	Gold	\$ 147	Yes
MARGATE ELEMENTARY SCHOOL	02-02013	6300 NW 18 ST, MARGATE, FL 33063	Hydro	Gold	\$ 147	Yes
MARGATE MIDDLE SCHOOL	02-10284	500 NW 65 AVE, NORTH LAUDERDALE, FL 33068	Hydro	Gold	\$ 147	Yes
MCARTHUR HIGH SCHOOL	03-01348	6501 HOLLYWOOD BLVD, HOLLYWOOD, FL 33024	Hydro	Gold	\$ 147	Yes
MCARTHUR HIGH SCHOOL	04-05966	6501 HOLLYWOOD BLVD, HOLLYWOOD, FL 33024	Hydro	Gold	\$ 147	Yes
MCARTHUR HIGH SCHOOL	45822	6501 HOLLYWOOD BLVD, HOLLYWOOD, FL 33024	WCL	Bronze	\$ 87	Yes
MCFATTER VOCATIONAL SCHOOL	52971	6500 NOVA DR, DAVIE, FL 33317	Hydro	Gold	\$ 147	Yes
MCNAB ELEMENTARY SCHOOL	02-12903	1350 SE 9 AVE, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
MCNICOL MIDDLE SCHOOL	53905	1602 S 27 AVE, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
MILLENIUUM MIDDLE SCHOOL	06-00050	5803 NW 94 AVE, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
MILLENNIUM MIDDLE SCHOOL	01-03589	5803 NW 94 AVE, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
MIRAMAR ELEMENTARY SCHOOL	45890	6831 SW 26 ST, MIRAMAR, FL 33023	Hydro	Gold	\$ 147	Yes
MIRAMAR HIGH SCHOOL	05-00355	3601 SW 89 AVE, MIRAMAR, FL 33025	Hydro	Gold	\$ 147	Yes
MIRAMAR HIGH SCHOOL	8884	3601 SW 89 AVE, MIRAMAR, FL 33025	Hydro	Gold	\$ 147	Yes
MIRAMAR HIGH SCHOOL	02-05981	3601 SW 89 AVE, MIRAMAR, FL 33025	WCL	Bronze	\$ 87	Yes
MONARCH HIGH SCHOOL	02-11533	5050 WILES RD, COCONUT CREEK, FL 33073	Hydro	Gold	\$ 147	Yes

MONARCH HIGH SCHOOL	05-00390	505 WILES RD, COCONUT CREEK, FL 33073	Hydro	Gold	\$ 147	Yes
MONARCH HIGH SCHOOL	02-11534	5050 WILES RD, COCONUT CREEK, FL 33073	WCL	Bronze	\$ 87	Yes
MORROW ELEMENTARY SCHOOL	19-00211	408 SW 76 TERR NORTH LAUDERDALE, FL 33068	WCL	Bronze	\$ 87	Yes
NEW RENAISSANCE MIDDLE SCHOOL	01-10789	10701 MIRAMAR BLVD, MIRAMAR, FL 33025	Hydro	Gold	\$ 147	Yes
NEW RIVER MIDDLE SCHOOL	51141	3100 RIVERLAND RD, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
NEW RIVER MIDDLE SCHOOL	51140	3100 RIVERLAND RD, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
NORCREST ELEMENTARY	01-09942	3951 NE 16 AVE, POMPANO BEACH, FL 33064	Hydro	Gold	\$ 147	Yes
NORCREST ELEMENTARY SCHOOL	08-00158	3951 NE 16 AVE, POMPANO BEACH, FL 33064	Hydro	Gold	\$ 147	Yes
NORTH ANDREWS GARDENS ELEM	03-01347	345 NE 56 ST, OAKLAND PARK, FL 33334	Hydro	Gold	\$ 147	Yes
NORTH AREA MAINTENCE WAREHOUSE	07-00446	6501 NW 15 AVE, FORT LAUDERDALE, FL 33309	Hydro	Gold	\$ 147	Yes
NORTH CENTRAL AREA SUPT OFF	26635	7770 W OAKLAND PARK BLVD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
NORTH CENTRAL AREA SUPT OFF	26636	7770 W OAKLAND PARK BLVD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
NORTH LAUDERDALE ELEMENTARY	01-09158	7500 KIMBERLY BLVD, POMPANO BEACH, FL 33068	Hydro	Gold	\$ 147	Yes
NORTH LAUDERDALE ELEMENTARY	04-03278	7500 KIMBERLY BLVD, POMPANO BEACH, FL 33068	WCL	Bronze	\$ 87	Yes
NORTHSIDE ELEMENTARY SCHOOL	02-11536	120 NE 11 ST, FORT LAUDERDALE, FL 33304	Hydro	Gold	\$ 147	Yes
NORTHSIDE ELEMENTARY SCHOOL	03-10166	120 NE 11 ST, FORT LAUDERDALE, FL 33304	WCL	Bronze	\$ 87	Yes



NOVA HIGH AUDITORIUM	47963	3600 SW 70 AVE, PLANTATION , FL 33317	WCL	Bronze	\$ 87	Yes
NOVA HIGH SCHOOL	51417	3600 COLLEGE AVE, DAVIE, FL 33314	WCL	Bronze	\$ 87	Yes
NOVA MIDDLE SCHOOL	09-00030	3602 COLLEGE DR, DAVIE, FL 33314	Hydro	Gold	\$ 147	Yes
OAKLAND PARK ELEMENTARY	05-00063	936 NE 33 ST, OAKLAND PARK, FL 33334	Hydro	Gold	\$ 147	Yes
OAKRIDGE ELEMENTARY SCHOOL	49794	1507 N 28 AVE, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
OLD DILLARD HIGH SCHOOL	42522	1004 NW 4 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
ORANGE BROOK ELEMENTARY SCHOOL	07-00077	715 S 46 AVE, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
ORIOLE ELEMENTARY SCHOOL	01-02729	3081 NW 39 ST, FORT LAUDERDALE, FL 33309	Hydro	Gold	\$ 147	Yes
PALM COVE ELEMENTARY	05-00038	11601 WASHINGTON ST, PEMBROKE PINES, FL 33025	Hydro	Gold	\$ 147	Yes
PALM COVE ELEMENTARY SCHOOL	46160	11601 WASHINGTON ST, PEMBROKE PINES, FL 33025	Hydro	Gold	\$ 147	Yes
PANTHER RUN ELEMENTARY	53771	801 NW 172 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
PARK LAKES ELEMENTARY	02-09499	3925 N STATE ROAD 7 , FORT LAUDERDALE, FL 33319	Hydro	Gold	\$ 147	Yes
PARK SPRING ELEMENTARY	05-00053	5800 NW 66 TER, CORAL SPRINGS, FL 33071	Hydro	Gold	\$ 147	Yes
PARK TRAILS ELEMENTARY SCHOOL	07-00081	10700 TRAILS END , PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes
PARK TRAILS ELEMENTARY SCHOOL	58962	10700 TRAILS END , PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes
PARKSIDE ELEMENTARY	57921	10257 NW 29 ST, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
PARKWAY MIDDLE SCHOOL	10-00116	3600 NW 5 CT, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
PARKWAY MIDDLE SCHOOL	52969	3600 NW 5 CT, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes

PARKWAY MIDDLE SCHOOL	05-00443	3600 NW 5 CT, PLANTATION , FL 33311	WCL	Bronze	\$ 87	Yes
PARKWAY MIDDLE SCHOOL-ORCHESTR	45102	3600 NW 5 CT, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
PASADENA LAKES ELEMENTARY	02-11688	8801 PASADENA LAKES BLVD, PEMBROKE PINES, FL 33024	WCL	Bronze	\$ 87	Yes
PEMBROKE LAKES ELEMENTARY	03-04295	11251 TAFT ST, PEMBROKE PINES, FL 33026	WCL	Bronze	\$ 87	Yes
PINE RIDGE ALTERNATIVE CTR	05-00279	1251 SW 42 AVE, FORT LAUDERDALE, FL 33317	Hydro	Gold	\$ 147	Yes
PINES LAKES ELEMENTARY SCHOOL	03-04296	10300 JOHNSON ST, PEMBROKE PINES, FL 33026	WCL	Bronze	\$ 87	Yes
PINES LAKES ELEMENTARY	09-00031	10300 JOHNSON ST, PEMBROKE PINES, FL 33026	Hydro	Gold	\$ 147	Yes
PINES MIDDLE SCHOOL	07-00078	200 N DOUGLAS RD, PEMBROKE PINES, FL 33024	Hydro	Gold	\$ 147	Yes
PINEWOOD ELEMENTARY SCHOOL	13-00066	1600 SW 83 AVE, POMPANO BEACH, FL 33068	WCL	Bronze	\$ 87	Yes
PIPER HIGH SCHOOL	02-09497	8000 NW 44 ST, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
PIPER HIGH SCHOOL	47245	8000 NW 44 ST, SUNRISE, FL 33351	WCL	Bronze	\$ 87	Yes
PLANTATION ELEMENTARY SCHOOL	57660	651 NW 42 AVE, PLANTATION , FL 33317	Hydro	Gold	\$ 147	Yes
PLANTATION HIGH SCHOOL	59472	6901 NW 16 ST, PLANTATION , FL 33313	Hydro	Gold	\$ 147	Yes
PLANTATION MIDDLE	05-00055	6600 W SUNRISE BLVD, PLANTATION , FL 33313	Hydro	Gold	\$ 147	Yes
PLANTATION MIDDLE SCHOOL	02-07937	6600 W SUNRISE BLVD, PLANTATION , FL 33313	Hydro	Gold	\$ 147	Yes
POMPANO BEACH HIGH SCHOOL	02-11024	1400 NE 6 ST, POMPANO BEACH, FL 33060	Hydro	Gold	\$ 147	Yes
POMPANO BEACH HIGH SCHOOL BLDG C	05-00414	600 NE 13 AVE, POMPANO BEACH, FL 33060	WCL	Bronze	\$ 87	Yes

POMPANO BEACH HIGH SCHOOL BLDG D	05-00415	600 NE 13 AVE, POMPANO BEACH, FL 33060	WCL	Bronze	\$ 87	Yes
QUIET WATERS ELEMENTARY SCHOOL	04-12834	4150 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Hydro	Gold	\$ 147	Yes
QUIET WATERS ELEMENTARY SCHOOL	08-00241	4150 HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Hydro	Gold	\$ 147	Yes
RAMBLEWOOD ELEMENTARY SCHOOL	04-08452	8950 SHADOWWOOD BLVD, CORAL SPRINGS, FL 33071	Hydro	Gold	\$ 147	Yes
RAMBLEWOOD ELEMENTARY SCHOOL	16-00209	8950 SHADOW WOOD BLVD, CORAL SPRINGS, FL 33071	WCL	Bronze	\$ 87	Yes
RICKARD MIDDLE SCHOOL	12-00036	6000 NE 9TH AVE, OAKLAND PARK, FL 33334	WCL	Bronze	\$ 87	Yes
RIVER GLADES ELEM SCHOOL	46426	7400 PARKSIDE DR, CORAL SPRINGS, FL 33067	Hydro	Gold	\$ 147	Yes
RIVERGLADES ELEMENTARY SCHOOL	17-00053	7400 PARKSIDE DR, PARKLAND, FL 33067	Hydro	Gold	\$ 147	Yes
RIVERLAND ELEMENTARY SCHOOL	46374	2600 SW 11 CT, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
ROBERT MARKHAM ELEM SCHOOL	03-07538	1501 NW 15 AVE, POMPANO BEACH, FL 33069	WCL	Bronze	\$ 87	Yes
ROCK ISLAND ELEMENTARY	02-04371	2350 NW 19 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
ROYAL PALM ELEMENTARY	03-06249	1951 NW 56 AVE, LAUDERHILL, FL 33313	Hydro	Gold	\$ 147	Yes
SANDERS PARK ELEMENTARY SCHOOL	47381	800 NW 16 ST, POMPANO BEACH, FL 33060	WCL	Bronze	\$ 87	Yes
SANDPIPER ELEMENTARY	06-00103	3700 HIATUS RD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
SAWGRASS ELEMENTARY SCHOOL	04-07234	12655 NW 8 ST, SUNRISE, FL 33325	Hydro	Gold	\$ 147	Yes
SAWGRASS ELEMENTARY SCHOOL	47491	12655 NW 8 ST, SUNRISE, FL 33325	Hydro	Gold	\$ 147	Yes
SAWGRASS SPRINGS MIDDLE SCHOOL	50099	12500 W SAMPLE RD, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes

SHERIDAN TECHNICAL CENTER SCHOOL	07-00080	5400 W SHERIDAN ST, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
SHERIDAN VOC CTR BLDG K	28980	5400 SHERIDAN ST, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
SHERIDAN VOC CTR BLDG K	28981	5400 SHERIDAN ST, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
SILVER LAKES ELEM SCHOOL	53770	2300 173 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
SILVER RIDGE ELEMENTARY	04-08454	9100 SW 36 ST, DAVIE, FL 33328	Hydro	Gold	\$ 147	Yes
SILVER SHORE ELEMENTARY	02-09516	1701 SW 160 AV, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
SOUTH BROWARD HIGH SCHOOL	01-01157	1901 N FEDERAL HWY, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
SOUTH BROWARD HIGH SCHOOL	01-08865	1901 N FEDERAL HWY, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
SOUTH BROWARD HIGH SCHOOL	40150	1901 N FEDERAL HWY, HOLLYWOOD, FL 33020	Hydro	Gold	\$ 147	Yes
SOUTH BROWARD HIGH SCHOOL	01-09155	1901 N FEDERAL HWY, HOLLYWOOD, FL 33020	WCL	Bronze	\$ 87	Yes
SOUTH PLANTATION HIGH SCHOOL	10063	1300 SW 54 AVE, PLANTATION , FL 33317	DW	Bronze	\$ 87	Yes
SOUTH PLANTATION HIGH SCHOOL	07-00079	1300 PALADIN WAY, PLANTATION , FL 33317	Hydro	Gold	\$ 147	Yes
SOUTH PLANTATION HIGH SCHOOL	50545	1300 PALADIN WAY, PLANTATION , FL 33317	Hydro	Gold	\$ 147	Yes
SOUTH PLANTATION HIGH SCHOOL	07-00476	1300 PALADDIN WAY, PLANTATION , FL 33317	WCL	Bronze	\$ 87	Yes
SOUTH PLANTATION HIGH SCHOOL-2	10058	1300 SW 54 AVE, PLANTATION , FL 33317	Hydro	Gold	\$ 147	Yes
STEPHEN FOSTER ELEMENTARY	08-00064	3471 SW 22 ST, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
STIRLING ELEMENTARY SCHOOL	46422	5500 STIRLING RD, HOLLYWOOD, FL 33021	Hydro	Gold	\$ 147	Yes
STONEMAN DOUGLAS HIGH	11-00039	5901 PINE ISLAND RD, PARKLAND, FL 33076	WCL	Bronze	\$ 87	Yes
STONEMAN DOUGLAS HIGH SCHOOL	08-00232	5901 PINE ISLAND RD, PARKLAND, FL 33067	Hydro	Gold	\$ 147	Yes
STONEMAN DOUGLAS HIGH SCHOOL	42461	5901 PINE ISLAND RD, PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes
STONEMAN DOUGLAS HIGH SCHOOL	42463	5901 PINE ISLAND RD, PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes

STONEMAN DOUGLAS HIGH SCHOOL	42464	5901 PINE ISLAND RD, PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes
STONEMAN DOUGLAS HIGH SCHOOL	42500	5901 PINE ISLAND RD, PARKLAND, FL 33076	WCL	Bronze	\$ 87	Yes
STRANAHAN HIGH SCHOOL	50075	1800 SW 5 PL, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
SUNLAND PARK ELEMENTARY	46450	919 NW 13 AVE, FORT LAUDERDALE, FL 33311	WCL	Bronze	\$ 87	Yes
SUNLAND PARK ELEMENTARY SCHOOL	46362	919 NW 13 AVE, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
SUNSET LAKES ELEMENTARY	02-03190	18400 SW 25 ST, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
SUNSET LAKES ELEMENTARY SCHOOL	08-00184	18400 SW 25 ST, MIRAMAR, FL 33027	Hydro	Gold	\$ 147	Yes
SW AREA BUS FACILITY	07-00410	5901 SW 202 AVE, PEMBROKE PINES, FL 33332	Hydro	Gold	\$ 147	Yes
SW BUS COMPLEX	11-00024	20251 STIRLING RD, PEMBROKE PINES, FL 33332	Hydro	Gold	\$ 147	Yes
T.S.S.C.	33026	7720 W OAKLAND PK BLVD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
T.S.S.C.	33027	7720 W OAKLAND PK BLVD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
T.S.S.C.	51332	7720 W OAKLAND PARK BLVD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
TAMARAC ELEMENTARY	05-00054	7601 UNIVERSITY DR, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
TAMARAC ELEMENTARY SCHOOL	48114	7601 N UNIVERSITY DR, TAMARAC, FL 33321	Hydro	Gold	\$ 147	Yes
TAMARAC ELEMENTARY SCHOOL	03-10432	7601 N UNIVERSITY DR, TAMARAC, FL 33321	WCL	Bronze	\$ 87	Yes
TARAVELLA HIGH SCHOOL	29780	10600 RIVERSIDE DR, CORAL SPRINGS, FL 33071	Hydro	Gold	\$ 147	Yes
TARAVELLA HIGH SCHOOL	02-01466	10600 RIVERSIDE DR, CORAL SPRINGS, FL 33071	Hydro	Gold	\$ 147	Yes
TEDDER ELEMENTARY	05-00198	4157 NE 1 TER, POMPANO BEACH, FL 33064	Hydro	Gold	\$ 147	Yes
THE QUEST CENTER	02-03094	6401 CHARLESTON ST, HOLLYWOOD, FL 33021	WCL	Bronze	\$ 87	Yes

THURGOOD MARSHALL ELEMENTARY	49362	800 NW 13 ST, FORT LAUDERDALE, FL 33311	Hydro	Gold	\$ 147	Yes
TRADEWINDS ELEMENTARY SCHOOL	08-00236	5400 JOHNSON RD, COCONUT CREEK, FL 33073	Hydro	Gold	\$ 147	Yes
TROPICAL ELEMENTARY	08-00063	1500 SW 66 AVE, PLANTATION , FL 33317	Hydro	Gold	\$ 147	Yes
VEHICLE MAINTENANCE SERVICE	46636	3810 NW 10 AVE, FORT LAUDERDALE, FL 33309	Hydro	Gold	\$ 147	Yes
VILLAGE ELEMENTARY SCHOOL	01-11225	2100 NW 70 AVE, SUNRISE, FL 33313	Hydro	Gold	\$ 147	Yes
VILLAGE ELEMENTARY SCHOOL	46947	2100 NW 70 AVE, SUNRISE, FL 33313	Hydro	Gold	\$ 147	Yes
VIRGINIA SHUMAN YOUNG ELEM	47487	101 NE 11 AVE, FORT LAUDERDALE, FL 33301	Hydro	Gold	\$ 147	Yes
WALTER C. YOUNG MIDDLE SCHOOL	07-00359	901 NW 129 AVE, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
WALTER C. YOUNG RESOURC	41161	901 NW 129 AVE, PEMBROKE PINES, FL 33028	Hydro	Gold	\$ 147	Yes
WATKINS ELEMENTARY SCHOOL	51370	3520 SW 52 AVE, HOLLYWOOD, FL 33023	Hydro	Gold	\$ 147	Yes
WELLEBY ELEMENTARY SCHOOL	46343	3230 NOB HILL RD, SUNRISE, FL 33351	Hydro	Gold	\$ 147	Yes
WEST BROWARD HIGH	09-00041	500 NW 209 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
WEST BROWARD HIGH SCHOOL	08-00155	500 W 209 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
WEST BROWARD HIGH SCHOOL	07-00251	500 NW 209 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
WEST BROWARD HIGH SCHOOL	07-00252	500 W 209 AVE, PEMBROKE PINES, FL 33029	Hydro	Gold	\$ 147	Yes
WEST CENTRAL BUS COMPLEX	02-06393	2320 COLLEGE AVE, DAVIE, FL 33317	Hydro	Gold	\$ 147	Yes
WEST GLADES MIDDLE SCHOOL	02-11535	11000 HOLMBERG RD, PARKLAND, FL 33076	Hydro	Gold	\$ 147	Yes

WEST HOLLYWOOD ELEMENTARY	46423	6301 HOLLYWOOD BLVD, PEMBROKE PINES, FL 33024	Hydro	Gold	\$ 147	Yes
WESTCHESTER ELEMENTARY SCHOOL	04-12860	12405 ROYAL PALM BLVD, CORAL SPRINGS, FL 33065	Hydro	Gold	\$ 147	Yes
WESTCHESTER ELEMENTARY SCHOOL	50791	12405 ROYAL PALM BLVD, CORAL SPRINGS, FL 33065	WCL	Bronze	\$ 87	Yes
WESTERN HIGH SCHOOL	06-00215	1200 SW 136 ST, DAVIE, FL 33325	Hydro	Gold	\$ 147	Yes
WESTERN HIGH SCHOOL	06-00216	1200 SW 136TH ST, DAVIE, FL 33325	Hydro	Gold	\$ 147	Yes
WESTERN HIGH SCHOOL	09-00025	1200 SW 136 AVE, DAVIE, FL 33325	Hydro	Gold	\$ 147	Yes
WESTERN HIGH SCHOOL	29777	1200 SW 136 AVE, SUNRISE, FL 33325	Hydro	Gold	\$ 147	Yes
WESTERN HIGH SCHOOL	09-00234	1200 SW 136 AVE, DAVIE, FL 33325	WCL	Bronze	\$ 87	Yes
WESTWOOD HEIGHTS ELEM SCHOOL	54678	2861 SW 9 ST, FORT LAUDERDALE, FL 33312	Hydro	Gold	\$ 147	Yes
WILTON MANORS ELEMENTARY SCHOOL	50868	2401 NE 3 AVE, WILTON MANORS, FL 33305	Hydro	Gold	\$ 147	Yes
				305 Units	TOTAL \$41,583	

Annual increase will be capped at three (3) percent.

2020 BILLING RATES

Below represents 35% discount off standard rates							
Mechanic - Standard	Mechanic - Overtime	Mechanic - Double Overtime	Helper - Standard	Helper - Overtime	Helper - Double Overtime	Team - Standard	Team - Double Overtime
\$262.60	\$446.42	\$525.20	\$210.08	\$357.14	\$420.16	\$472.68	\$945.36





**National Joint Powers Alliance® (herein NJPA)**

**REQUEST FOR PROPOSAL (herein RFP)**

for the procurement of

**ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED  
EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES**

**RFP Opening**

**OCTOBER 6, 2016**

**8:30 a.m. Central Time**

**At the offices of the**

**National Joint Powers Alliance®**

**202 12<sup>th</sup> Street Northeast, Staples, MN 56479**

**RFP #100516**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #100516 ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning August 19, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until October 5, 2016 at 4:30 p.m. Central Time at the above address and opened OCTOBER 6, 2016 at 8:30 a.m. Central Time.

**RFP Timeline**

**August 19, 2016**

**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to:**

**<http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**

**September 14, 2016  
10:00 a.m. CT**

**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**

**September 28, 2016**

**Deadline for RFP questions.**

**October 5, 2016**

**Deadline for Submission of Proposals. Late responses will be returned unopened.**

**4:30 p.m. CT**

**October 6, 2016**

**Public Opening of Proposals.**

**8:30 a.m. CT**

*Direct questions regarding this RFP to: Jonathan Yahn at [jonathan.yahn@njpacoop.org](mailto:jonathan.yahn@njpacoop.org) or (218)895-4144.*

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## **1 DEFINITIONS**

### **A. CONTRACT**

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### **B. PROPOSER**

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### **D. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## 2 ADVERTISEMENT OF RFP

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## 3 INTRODUCTION

### A. ABOUT NJPA

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

**3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

**3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

**3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

**3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

#### E. SCOPE OF THIS RFP

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES. The primary intent of this RFP is to provide our members with a comprehensive solution to their elevator, escalator, and moving walk needs. Vendors wishing to compete for this award must also provide installation, maintenance, and repair services.

**3.17 Additional Scope Definitions:** For purposes of the scope of this solicitation:

**3.17.1** In addition to ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

**3.17.1.1** Equipment and services included in this RFP are defined as elevators, escalators, moving walks, handicap lifts, dumbwaiter lifts, and the modernization, service, installation, and repair of such items.

**3.17.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.2.1** This solicitation should not be construed to include vehicle lifts.

**3.18** **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19** **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20** **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21** **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22** **Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23** **Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.24.1** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.24.1.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.24.1.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.24.1.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

**3.24.1.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

**3.24.2** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.25 Geographic Area to be Proposed:** This RFP invites proposals to provide ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.26 Contract Term:** At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.26.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered



by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.27 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.28 [This section is intentionally blank.]**

**3.29 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.30 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

#### F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**3.31 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

**3.31.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.31.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.31.2.1** demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

**3.31.2.2** identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.31.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.32 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**3.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.34 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

**3.35 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.36 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

#### G. SOLUTIONS-BASED SOLICITATION

**3.37** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.38** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

### 4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

#### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

#### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

#### C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

#### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

#### E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. NJPA is not responsible for

untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

#### F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21** [These sections are intentionally blank.]

#### G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

#### H. PROPOSAL OPENING PROCEDURE

**4.23** Sealed and properly identified responses for this RFP entitled ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

#### I. NJPA'S RIGHTS RESERVED

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

#### 5 **PRICING**

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$10 Million.** Vendors are expected to anticipate additional

volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.

**5.3** Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

#### A. LINE-ITEM PRICING

**5.5** Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

**5.8** Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

#### B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor’s line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as “Sourced Products/Equipment” or “Open Market Items” on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible

for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** “Cost plus a percentage” pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “COMPANY 012411-CPY effective 02-12-2016.”

**5.32** The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

**5.35** PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2** *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37** [These sections are intentionally blank.]



**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43** [These sections are intentionally blank.]

#### K. SALES TAX

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

#### L. SHIPPING

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47** [These sections are intentionally blank.]

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50** [These sections are intentionally blank.]

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

### B. PROPOSER RESPONSIVENESS

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not

arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

### C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

### D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12** [This section is intentionally blank.]

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

#### E. COST COMPARISON

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

#### F. MARKETING PLAN

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement

contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or

assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

#### H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

**6.28 [This section is intentionally blank.]**

#### I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32 [This section is intentionally blank.]**

#### J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

#### K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

### 7 POST-AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance



bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.6** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.7** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.7.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## D. AUDITS

**7.8** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.9 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.10 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

## F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

#### G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

#### H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

#### **8.2 [This section is intentionally blank.]**

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7** [This section is intentionally blank.]

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

#### C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

#### D. LIST OF PROPOSERS

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16** [This section is intentionally blank.]

#### G. ENTIRE AGREEMENT

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

#### H. FORCE MAJEURE

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20** [These sections are intentionally blank.]

#### K. LICENSES

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

#### L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

#### M. NON-WAIVER OF RIGHTS

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

#### N. PROTESTS OF AWARDS MADE

**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

- 8.25.1** The name, address, and telephone number of the protester;
- 8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);
- 8.25.3** Identification of the solicitation by RFP number;
- 8.25.4** Identification of the statute or procedure that is alleged to have been violated;
- 8.25.5** A precise statement of the relevant facts;
- 8.25.6** Identification of the issues to be resolved;
- 8.25.7** The aggrieved party's argument and supporting documentation;
- 8.25.8** The aggrieved party's statement of potential financial damages; and
- 8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### O. SUSPENSION OR DISBARMENT STATUS

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### Q. SEVERABILITY

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### R. RELATIONSHIP OF PARTIES

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the

power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: thyssenkrupp Elevator Questionnaire completed by: Jamie Blackman

Please identify the person NJPA should correspond with from now through the Award process:

Name: Jeff Jaudes E-Mail address: Jeff.Jaudes@thyssenkrupp.com

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

- thyssenkrupp Elevator
- Tax ID: 62121126-7
- Phone Number: 972-365-6128

Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES industry.

thyssenkrupp Elevator is a US \$1.7 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, thyssenkrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. thyssenkrupp Elevator is represented by over 135 branches and 250 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies.

thyssenkrupp Elevator's ultimate parent is thyssenkrupp AG, a large German corporation headquartered in Düsseldorf. thyssenkrupp AG's predecessor, Thyssen AG entered the North American vertical transportation market in the 1980's, and was growing its business, when it acquired Dover Elevator Company in July 1999. Dover was well established in the U.S. market, and the merger of these two companies created the largest vertical transportation company in North America. Thyssen and Dover Elevator joined forces as thyssenkrupp Elevator with one purpose: to exceed customer expectations with a powerful combination of products, services and technology.

\*\*\*See Attachment Question #1 thyssenkrupp Mission Statement\*\*\*



- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- Modernization
  - New Installation
  - Site Reviews
  - Capital Planners
  - Telephone Monitoring
  - Repair
  - Vertical Transportation Maintenance

We have added a tab/folder describing all of our products and services. This includes additional services offered.

- 3) What are your company's expectations in the event of an award?

Our expectation as an existing provider is to continue to grow both NJPA and our portfolios in providing unsurpassed services to our customers.

- 4) 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.

thyssenkrupp Elevator is a US \$1.7 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, thyssenkrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. thyssenkrupp Elevator is represented by over 135 branches and 250 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies.

\*\*\*Please see Attachment Question #4 for thyssenkrupp 2014-2015 Annual Reporting\*\*\*

- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- US Market Share : 38%
  - Canadian Market : 40%
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No

- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
- N/A
- b) If your company is best described as a manufacturer or service provider, please 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?

thyssenkrupp does not have a dealer network; all products and services are performed and manufactured by thyssenkrupp. Our network of employees across the US is stated below.

Employees:

- East Region: 3013 Employees
- West Region: 1809 Employees
- Central Region: 2135 Employees

Sales Force:

- East Region: 218
- West Region: 148
- Central Region: 174

Service Force:

- Thyssenkrupp has 3200+ service technicians in the US and Canada

- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

All of our elevator service technicians are licensed to perform services on all vertical transportation.

\*\*\*Please see Attachment Question #8 for State Contractors Licenses \*\*\*

- 9) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.  
N/A

- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

- Modernization
- New Installation
- Site Reviews
- Capital Planners
- Telephone Monitoring
- Repair
- Vertical Transportation Maintenance

### Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.

2016

thyssenkrupp's installation of 53 elevators and 88 escalators in Rome's metro Line C in Italy has won of the "Project of the Year 2016" Award, in the Escalators category presented by international magazine Elevator World.  
<https://www.thyssenkrupp-elevator.com/en/press/press-releases-15168.html>

2015

ThyssenKrupp Recognized by MIT Technology Review as One of the 50 Smartest Companies -  
<https://www.thyssenkruppelevator.com/about-us/news?articleID=TKETop50Smartest>

ThyssenKrupp Elevator Wins 2015 Tennessee Governor's Environmental Stewardship Award -  
<https://www.thyssenkruppelevator.com/about-us/news?articleID=EnvironmentalStewardship>

ThyssenKrupp Elevator's Enviromax® Earns Top Awards from Environmental Leader -  
<https://www.thyssenkruppelevator.com/about-us/news?articleID=enviromaxleader>

ThyssenKrupp Elevator's U.S. Factory Earns LEED® Gold Certification Middleton -  
<https://www.thyssenkruppelevator.com/about-us/news?articleID=Factory%20Earns%20LEED>

\*\*\*All awards listed above are attached in our proposed documents\*\*\*

- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

Please refer to Form C on the RFP document. The release of any other customers' information without their approval is against thyssenkrupp policy.

- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

- University of Central Florida: 121 Units: \$1,044,000
- Arizona State University: 242 Units: \$2,052,000
- San Antonio ISD: 107 Units: \$288,000

- University of NC: 120 Units: \$1,152,000
- Miami Dade College: 131 Units: \$2,988,000

All customers listed above are under a term contract for regular and routine maintenance.

- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- Government: 22%
  - Education: 15%
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- TCPN: 18M +
  - Premier: 6M +
  - Vizient: 24M+
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- GSA - FSS 9M+
  - GSA - PBS 9M+

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
- a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.

thyssenkrupp Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. These locations are as listed below. See Attachments Question #17 Sales Force Map & Branch location Map for the listing of over 135 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.

- East Region: 3013 Employees
- West Region: 1809 Employees
- Central Region: 2135 Employees

Sales Force:

- East Region: 218
- West Region: 148
- Central Region: 174

Service Force:

- Thyssenkrupp has 3200+ service technicians in the US and Canada

- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

SoundNet: A 24-hour elevator emergency monitoring service. International Technical Services-Americas' SoundNet Call Center is the centralized dispatch arm of ThyssenKrupp Elevator. Its primary two responsibilities are elevator monitoring and after-hours dispatch. SoundNet monitors elevator telephones 24-hours a day, 365 days a year, dispatching service calls and answering after-hour business calls for thyssenKrupp branch offices throughout North America. SoundNet call representatives are trained to handle elevator emergency situations. They will quickly assess the situation and dispatch the proper help. If needed, they will stay on the line, remaining in constant contact with the passenger, assuring them that help is

on the way. A digital record of the time, date, and location of each call insures accurate response information. Computerized and hard copy documentation of calls received and action taken protects passengers and building owners. SoundNet Call Center personnel are highly trained elevator and emergency communication specialists:

- Answering in excess of one million calls annually.
- Handling after-hours emergency dispatch for more than 200,000 units in North America.
- Responding to 80% of all service request calls in ten seconds or less.
- Operating in two sites – the main dispatch center is in Coppell, Texas and the "back-up" center in Irving, Texas.
- Having both English and Spanish speaking capabilities. We also utilize a professional language assistance service, which offers translation services in 130 languages.
- Digitally recording 100% of service request calls to and from the call center.

\*\*\*Please see Attachment Question #18 thyssenkrupp Service Brochure\*\*\*

- 19) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

Nashville, TN is one of the only geographical areas of the US that thyssenkrupp will not fully be able to service through this proposal. Though thyssenkrupp has a great relationship with Nashville Machines we cannot make decisions on pricings or proposals from their company.

- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

N/A

### **Marketing Plan**

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

Within the first 90 days of the award thyssenkrupp will:

- 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 NJPA website.
- Continued participation in trade shows within our industry posting placards stating that we are a supplier for NJPA.
- 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 NJPA.

- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

\*\*\*See Attachment Question #22 NJPA Introduction Letter\*\*\* If awarded, this letter will be sent out as an introduction to the services provided through the NJPA agreement. We will also link the NJPA website to the thyssenkrupp website along with a copy of this introduction letter. Also please see \*\*\*Attachment Question #22 NJPA Quick Reference Guide Card\*\*\*.

- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

Please refer Question Number 21. thyssenkrupp, if awarded will send out an information package on any and all new information for NJPA 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 NJPA processes and documentation.

Our expectation of NJPA's role is promoting thyssenkrupp and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an NJPA supplier, we would also expect the continued open line of communication between thyssenkrupp and our customers.

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

No, there are many moving parts that require direct communication between the customer and thyssenkrupp before services can be provided. Elevators are not a shelf type product, all services and products come directly from thyssenkrupp and services are performed by thyssenkrupp employees.

### **Value-Added Attributes**

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please 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.

27) Describe any technological advances that your proposed products or services offer.

In 2015 thyssenkrupp partnered with Microsoft Azure enterprise to introduce the MAX, an elevator extension to bring the technology into the Internet of Things. Instead of delivering a brand-new elevator, thyssenkrupp's MAX is a box that costs "less than an iPad" and attaches to existing elevators. The MAX keeps tabs on the elevator's vitals so it can send maintenance calls when it senses parts wearing out and, once enough data is collected, make data models that set up maintenance calls before parts break. By using MAX, large buildings and skyscrapers can set their elevators to anticipate rush-hour surges in the lobby or on upper level floors that have higher demand. In addition, MAX, powered by Microsoft's Azure cloud technology, can help drive a wide range of other efficiencies, like keycard connectivity that can automatically whisk riders directly to their floor. MAX uses the cloud to monitor each individual component of the elevator, so each lift can get planned proactive maintenance before it breaks down, rather than unexpected work afterwards.

28) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

Sustainability is embedded in the strategies, policies and business practices of thyssenkrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow.

- Green Rating Systems and LEED - Our commitment to green building is companywide. We are a corporate-level member of the US Green Building Council and a Visionary Sponsor of the Living Building Challenge
- Material Transparency - We are at the forefront of the building industry – pioneering a new vision of manufacturing product transparency.
- Products and Services - From elevator fluids to lighting, our products and services are designed with the environment in mind.

Corporate Citizenship - Looking out for our people and our communities is just as important to us as building premium products.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

thyssenkrupp is committed to developing MBE/WBE/DVBE enterprises in the marketplace. thyssenkrupp currently spends over \$8,000,000.00 annually with MBE/WBE/DVBE enterprises. In order to ensure the quality of our preventative maintenance

programs and services provided to TKE's Customers we do not plan to subcontract ANY part of our preventative maintenance or repair work. However, thyssenkrupp does purchase materials and parts from MBE/WBE/DVBE enterprise suppliers. Below is a list of some of the larger MBE/WBE/DVBE firms that we currently do business with and our annualized spend for each vendor.

\*\*\*Please see Attachment #29 MBE/WBE/DVBE/SBE Participation Program\*\*\*

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

Here at thyssenkrupp Elevator we say, "we engineer confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

When something does go wrong, you want to know someone is there to help. That's why thyssenkrupp Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds.

Our local team is ready to assist you in making sound decisions about your needs and systems

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

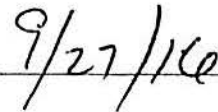
TKE has the ability to provide service and products in Canada, however pricing may vary between US and Canada. If awarded, pricing per location would have to be negotiated.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_



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



**Form B**



**PROPOSER INFORMATION**

Company Name: thyssenkrupp Elevator Corporation  
Address: 114 Town Park Drive Suite 300  
City/State/Zip: Kennesaw, Ga 30144  
Phone: 972-365-6128 Fax: 866-785-5571  
Toll-Free Number: 1-800-824-9666 E-mail: Jeff.Jaudes@thyssenkrupp.com  
Website Address: www.thyssenkruppelevator.com

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

Name: Jeff Jaudes  
Email Jeff.Jaudes@thyssenkrupp.com Phone: 972-365-6128

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

**Who prepared your RFP response?**

Name: Jamie Blackman Title: National Account Coordinator  
Email: Jamie.Blackman@thyssenkrupp.com Phone: 770-799-0478

**Who is your company's primary contact person for this proposal?**

Name: Jeff Jaudes Title: National Account Manager  
Email: Jeff.Jaudes@thyssenkrupp.com Phone: 972-365-6128

**Other important contact information**

Name: Jamie Blackman Title: National Account Coordinator  
Email: Jamie.Blackman@thyssenkrupp.com Phone: 770-799-0478

Name: Jeanette Breault Title: Billing and Collections Supervisor  
Email: Jeanette.Breault@thyssenkrupp.com Phone: 770-799-0459

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: thyssenkrupp Elevator

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Question 12 Page 2 form A	Industry Recognition & Marketplace Success	The release of any other customers' information without their approval is against thyssenkrupp policy.	
6.27		Amend (including throughout references to purchase orders and other Contract) so any documents not furnished hereunder shall be subject to review and written acceptance prior to becoming effective.	
Misc.		No party to this Agreement shall be liable for consequential damages.	

Proposer's Signature: *[Handwritten Signature]* Date: 9/27/10

**NJPA's clarification on exceptions listed above:**



FORM D



Formal Offering of Proposal  
(To be completed only by the Proposer)

ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES,  
ACCESSORIES, AND SUPPLIES |

In compliance with the Request for Proposal (RFP) for ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: thyssenkrupp Elevator Date: 09/27/2016

Company Address: 114 Town Park Dr Suite 300

City: Kennesaw State: GA Zip: 30144

Contact Person: Jeff Jaudes Title: National Account Manager

Authorized Signature:  JEFF JAUDES  
(Name printed or typed)



**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA #100516** \_\_\_\_\_

\_\_\_\_\_ **thyssenkrupp Elevator Corporation**  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_ and continue until \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #100516**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #100516**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** thyssenkrupp Elevator

Vendor Authorized signature: *Jeff Jaudes* **Jeff Jaudes**  
(Name printed or typed)

Title: National Account Manager

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **NJPA Contract Number #100516**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: thyssenkrupp Elevator Corporation

Address: 114 Town Park Dr Suite 300

City/State/Zip: Kennesaw, GA 30144

Telephone Number: 972-365-6128

E-mail Address: Jeff.Jaudes@thyssenkrupp.com

Authorized Signature: 

Authorized Name (printed): Jeff Jaudes

Title: National Account Manager

Date: 09/26/2016

**Notarized**

Subscribed and sworn to before me this 27<sup>th</sup> day of September, 2016

Notary Public in and for the County of Cobb State of Georgia

My commission expires: 11-14-16

Signature: 





**OVERALL EVALUATION AND CRITERIA**

For the Proposed Subject ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
<b>TOTAL POINTS</b>	<b>1000</b>	

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_

**Form P**



**PROPOSER QUESTIONNAIRE**

**Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name:       thyssenkrupp Elevator      

Questionnaire completed by:       Jeff Jaudes and Jamie Blackman      

**Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?  
Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?  
No
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All reporting comes directly from thyssenkrupp elevator, as the supplier of products and services. To streamline the ordering processes any NJPA members requesting access to products and services pricing should contact the National Accounts contact team listed on form B.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, thyssenkrupp accepts P-card procurement and payment processing; there is no additional cost to NJPA members for this service.

**Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor? Yes
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? thyssenkrupp shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement.
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Yes
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? No, thyssenkrupp can provide a certified technician in all regions.
  - 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?  
Warranty's for non- OEM parts and equipment are the responsibility of the manufacturer unless purchased and installed by thyssenkrupp elevator as the service provider.
  - What are your proposed exchange and return programs and policies? N/A

- 6) Describe any service contract options for the items included in your proposal.
- See Form P Attachment Question #6 TK REPAIR WORK ORDER Example\*\*\*
  - See Form P Question #6 New Installation Proposal Example
  - See Form P Question #6 New Contract Example

**Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- New installation of Elevators, Escalators and moving walks
  - Regular and Routine maintenance and services on all systems
  - Modernization of existing systems
  - Vertical transportation repair
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The Pricing attachment is a Not to Exceed Pricing Schedule  
\*\*\*See Pricing Schedule\*\*\*

- NJPA Billing Rates 2016-2017 RFP #100516
- NJPA Not to Exceed Pricing 2016-2017 RFP #100516

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

15% lower than posted National pricing

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Based on individual volume by member, additional discounts can be negotiated

- 12) 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.

For repair, modernization and new installation the material markup will not exceed 30%.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

No additional cost

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

For items not covered by the agreement additional shipping charges to expedite may be accessed.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Does not apply

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Does not apply

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.

As an existing member, all sales, reports, administrative fees and pricing are reviewed by National accounts manager and national account receivable manager

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

A 4% administrative fee will be paid on new installation, modernizations, quoted repair and regular and routine maintenance services.

### **Industry-Specific Questions**

- 19) For the solutions that you are proposing, what is your market share relating to NJPA's specific Member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to reasonably cite accurate data or credible estimates, please state this. Please do not provide unrealistic figures—and do not guess. Do not leave this blank.

36%

- 20) Describe in detail your approach to providing both maintenance and repair for your units in service. (This description should address, for example, these types of questions: What are your target and actual response times for repairs of various urgency? Are your maintenance and repair teams separate from your installation teams? Can scheduled maintenance be combined with unscheduled service calls?)

- Emergency Service Calls involving entrapments are responded to immediately, our goal is to be onsite within 1 hour or less of notification.
- Normal Service Calls: Our technicians' goal is to arrive within 2 hours of notification.
- In remote areas where driving time is significant, response may be longer.

- 21) Describe the breadth of your parts inventory and the likelihood that your repair team (or service team) will have the necessary replacement parts readily available. Please avoid general statements that merely reflect a desire to place units back into service as soon as possible. Rather, to the extent possible, support your assertions with verifiable data.

ITS offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing thyssenkrupp elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one-third of the elevators serviced by thyssenkrupp are manufactured by our competitors.

Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the 153 branches across the United States. The average tenure of our mechanics is 12.5



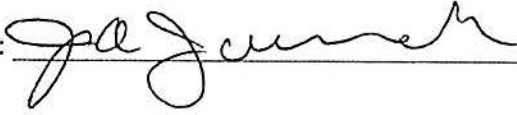
years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part thyssenkrupp usually has a turnaround time of 72 hours to get the replacement part depending on the issue.

22) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.

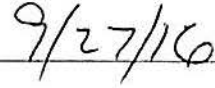
\*\*\*Please see Form P Attachment Question #22 ISO 14001-2004 Certification\*\*\*

\*\*\*Please see Form P Attachment Question #22 ISO 9001-2008 Certification\*\*\*

Signature: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "John J. ...", written over a horizontal line.

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

A handwritten date "9/27/16" written over a horizontal line.

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

**11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

**Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

**Section 2. Vendor Name and Type of Change Request**

AWARDED VENDOR NAME:

\_\_\_\_\_

NJPA CONTRACT NUMBER:

\_\_\_\_\_

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services vices
- Deleting Products/Services
- Price Increase
- Price Decrease

**Section 3. Detailed Explanation of Need for Changes**

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

**Section 4. Complete Restatement of Pricing Submitted**

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes                       No

**Section 5. Signatures**

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

\_\_\_\_\_  
Date



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

Oregon

Hawaii

Washington