

SOLE SOURCE/PROPRIETARY SOURCE

- 37. Authorize Proprietary Source Procurement to procure maintenance agreement for elevators at the Criminal Justice Center, to Thyssenkrupp Elevator., Orlando (Three [3] Year Period at a cost of Not-to-Exceed \$36,000.00 per year)**

ThyssenKrupp Elevator provides parts and repair services for ThyssenKrupp elevator system located at the Seminole County Criminal Justice Center. ThyssenKrupp Elevator provides their trained personnel/technicians for the services of these elevators. The agreement is for ThyssenKrupp to provide preventive maintenance, repairs and full coverage on parts, quality assurance and annual safety testing.

Administrative Services/Support Services Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the Proprietary Source Procurement for a period of three (3) years and authorize the issuance of a Purchase Order for maintenance of elevators at the Seminole County Criminal Justice Center as indicated in the amount of not-to-exceed \$36,000.00 per year.

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☐ SOLE SOURCE

☒ PROPRIETARY SOURCE

Date Requested: 10/17/05

Requisition No.: 7898

Requestor: Alan Mitchell

Telephone/Ext.: 5280

Department/Division: Administrative Services / Facilities Maintenance

Description of Products/Services: Elevator Services Maintenance and Inspection from ThyssenKrupp Elevator

Make: ThyssenKrupp Manufacturer: ThyssenKrupp Model# ELE74230, ELE74231, ELE74232, ELE74233, ELE74234, ELE74238, ELE74239, ELE74240, ELE74241, ELE74242, ELE74243

Justification of Need (Please attached additional information as appropriate): These elevators parts and services are only provided thru ThyssenKrupp making them a proprietary source. The quarter maintenance cost is \$8,340.00 x 4 times a year. Making the total yearly cost \$33,360.00

Does the requirement comply with the sole/proprietary source as described in Section 220.4 (nnn)? ☒ Yes ☐ No

Proposed Vendor: ThyssenKrupp Phone# (407) 425-3496

Other Companies contacted: (Attach documentation of each firm contacted) none since this request is for a proprietary source.

Approval Process:

Requesting Division Manager's Signature: 

Date: 25 Oct 05

Requesting Department Director's Signature: 

Date: 10-26-08

Purchasing and Contracts Division Determination:

Analyst Determination: Concur ☒ Yes ☐ No

Date: 11/3/05

Supervisor Determination: Concur ☐ Yes ☐ No

Date: _____

Comments: _____

Purchasing and Contracts Manager-Determination:

☐ Approval

☐ Disapproval

Manager Signature: _____

Date: _____

Comments: _____

Purchase Order No.: _____

Amount of Purchase: \$ _____

November 29, 2005

Jacquelyn Vonceal Bellamy-Perry, CPPB
Sr. Procurement Analyst
Fiscal Services/Purchasing
1101 E. First St
Sanford, FL 32771
Phone (407) 665-7114
Fax (407) 665-7956

Re: ThyssenKrupp Elevator

Dear Jacquelyn:

Please be advised that ThyssenKrupp Elevator installs several types of control systems with our most recent product line supporting TAC50 traction controls and TAC20 hydraulic controls. These control systems are specifically designed, manufactured, and installed by ThyssenKrupp Elevator Corporation. The ThyssenKrupp IMS diagnostic computer and software as well as wiring diagrams are property of ThyssenKrupp Elevator Corporation. Service tools and manuals etc. required to maintain the control systems may be passed on to the owners if specified in the construction documents however, this information will be forwarded to the owner only in exchange for execution of a license agreement. ThyssenKrupp Elevator retains and reserves all of its legal rights and the proprietary information being produced including copyright, patent, and confidentiality rights. Licensing may not be allowed to third party's including, without limitation, any person, firm, or corporation or entity inspecting, testing, maintaining, servicing, repairing or otherwise working on the equipment to duplicate, distribute or display the proprietary information. Proper use of and/or reliance on the proprietary information requires a trained elevator professional, with knowledge and training on the elevators depicted in the proprietary information.

Competition has attempted to maintain TAC50 and TAC20 controls however, training on use of the service tool and manual has diminished their efforts. Our equipment is proprietary only in the sense that our technicians are trained in the use of our service tools and equipment,

ThyssenKrupp Elevator Corporation
4317 35- Street
Orlando, FL 32811
Telephone: (407) 425-3496, (800) 683-8803
Fax: (407) 843-0457
E-mail: john.mandiga@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com

Page 2
November 29, 2005

trained in adjusting, installing, and repairing TAC50 and TAC20 control systems.
Thyssenkrupp Elevator will support our customers to every extent however, we will not support
the competition inability to maintain control systems manufactured and installed by
Thyssenkrupp Elevator Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Mandigo', with a long horizontal flourish extending to the right.

John Mandigo
Sales Service Rep

cc: (Craig Roy)

ThyssenKrupp Elevator**Platinum Maintenance Agreement**

Purchaser: Seminole County Criminal Justice Center
101 Bush Boulevard
Sanford, FL 32773

Location: Seminole County Criminal Justice Center
101 Bush Boulevard
Sanford, FL 32773

By: ThyssenKrupp Elevator
4317 35th Street
Orlando, Florida 32811
Telephone: 407-425-3496
Fax: 407-843-0457
Email: john.mandigo@thyssenkruppelevator.com
Website: www.thyssenkruppelevator.com

RECEIVED

AUG 25 2005

FACILITIES MAINTENANCE**PLATINUM MAINTENANCE AGREEMENT**

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment as outlined in this agreement. We will endeavor to provide a comprehensive maintenance program to maximize the performance, safety, and life span of your equipment.

Units To Be Maintained

| Building Name | Unit Quantity | Manufacturer | Type of Unit | Unit ID or Serial # | Number of Floors |
|----------------------------------|---------------|--------------|--------------|---------------------|------------------|
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74230 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74231 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74232 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74233 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74238 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74239 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74240 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74241 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Traction | ELE74242 | 5 |
| Seminole County Criminal Justice | 1 | TKE | Hydraulic | ELE74243 | 2 |

ThyssenKrupp Elevator

Elevator Maintenance Agreement



Page 1 of 6

ThyssenKrupp

ThyssenKrupp Elevator Platinum Maintenance Agreement

Preventative Maintenance Program

Examine your elevator equipment for optimum operation.

- Control and landing positioning systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves, and ropes
- Power units, pumps, valves, and jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms

Lubricate equipment for smooth and efficient performance.

Adjust elevator parts and components to maximize performance and safe operation.

Document all work performed on Maintenance Tasks & Records logs provided with each controller.

Full Coverage Parts Replacement

Relamp all signals as required (during regularly scheduled visits).

Repair or replace components worn due to normal wear. Refer to "Other Considerations" section for items not covered.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

Annual Safety Testing

Test equipment as outlined in the American National Standard Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the date this agreement begins. We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

Service Hours & Service Requests During Normal Working Hours

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm (except scheduled holidays). We will respond to service requests during these hours at no extra charge. Service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time).

After Hours Service Requests

On service requests outside of normal business hours for services covered under this Agreement, we will absorb the straight time costs of labor, and you will be responsible for the difference between the straight time costs and overtime costs of labor. Labor costs include travel time, travel expenses, and time spent on the job.

☒ VIEW® (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor ThyssenKrupp Elevator's maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can 'VIEW' service tickets associated with a single elevator, for all the elevators at the location being serviced, or across an entire portfolio. Special considerations regarding VIEW are set forth below.

☒ VISTA® (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours a day, 7 days per week, 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quicker and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours of normal business days. Special considerations regarding VISTA are set forth below.

☒ SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour phone monitoring and emergency call service. Call representatives are trained to handle elevator calls; they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains a computerized and hard copy record of time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

ThyssenKrupp Elevator

Platinum Maintenance Agreement

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to report immediately any condition that may indicate the need for correction before the next regular examination. You agree to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notify us at once, and keep the equipment shut down until the completion of any repairs. You agree to give us verbal notice immediately and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel a safe place in which to work. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work. You agree to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods to be employed for any corrective work under this agreement, including that you agree if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, you agree to see that such successor is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator or our employees, including but not limited to loss, damage, injury or death that are alleged to have arisen from the negligence of Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to claims or losses determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

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

Other conditions. With the passage of time, equipment technology and designs will change. We will not be required to make any changes or recommendations in the existing design or function of the unit(s). We shall not be obligated to service, make renewals or repairs upon the equipment by reason of obsolescence, misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switch(es), theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, acts of God, or any other reason or cause beyond our control. In the event any component of the elevator becomes obsolete or outmoded, or is no longer manufactured by the original manufacturer, it shall be your obligation to replace the obsolete or outmoded component at your expense. We will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been made. We shall not be liable for damage to the building structure resulting from the performance of safety tests. Should the respective system fail any of the required tests, it shall be your sole responsibility to make necessary repairs and to place the equipment in a condition that will be acceptable for coverage under the terms of this agreement.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

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

You hereby waive trial by jury.

ThyssenKrupp Elevator**Platinum Maintenance Agreement**

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be Eight Thousand Three Hundred Forty Dollars and Zero Cents (\$8,340.00) per quarter, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for five (5) years starting October 1, 2005 and is non-cancelable, except with thirty (30) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within thirty (30) days after receiving written notification from you. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence.

Early Payment Discount. If you pay in advance for twelve (12) months of service on the units covered in this agreement, you may take a 3% discount from the annual price.

Annual Price Adjustments. As the costs we incur for providing elevator service may increase, we will adjust the price of your service accordingly, annually, effective on the date a field labor increase is implemented. We will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance.

Pricing may also increase or decrease in the event the equipment is modified from its present state.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to overdue accounts. If you do not pay any sum within sixty (60) days from the billing date, we may also choose to do one of the following: 1) suspend all service until all amounts due have been paid in full, or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator of any costs we incur as a result of the suspension of service. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Company:

Seminole County

ThyssenKrupp Elevator Approval:

By: _____

(Signature of Authorized Individual)

By: _____

(Signature of Authorized Individual)

By: _____

(Signature of Authorized Individual)

ThyssenKrupp Representative

John W. Mandigo

407-425-3496

(Date of Submittal)

(Print or Type Name)

(Print or Type Title)

(Date of Approval)

(Print or Type Name)

(Print or Type Title)

(Date of Approval)

ThyssenKrupp Elevator Platinum Maintenance Agreement

Special Considerations

SoundNet

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the maintenance agreement, provided such elevators are equipped with operational telephone equipment. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Customer's designated emergency contacts. It shall be the responsibility of Purchaser to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones. SoundNet service cannot be provided without a properly functioning telephone.

ThyssenKrupp shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service. ThyssenKrupp does not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service mechanic may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service operators to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all changes for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

VISTA

To enable remote monitoring service, customer agrees to provide ThyssenKrupp with one accessible phone line per elevator so that data can be transmitted to ThyssenKrupp Elevator's monitoring facility. ThyssenKrupp Elevator will provide a toll-free number for this purpose.

Customer authorizes ThyssenKrupp to install and maintain ThyssenKrupp's remote monitoring equipment on customer's equipment. Customer understands that all remote monitoring equipment, both hardware and software, installed by ThyssenKrupp on customer's equipment remains the property of ThyssenKrupp. If the service agreement between ThyssenKrupp and customer is terminated for any reason, you authorize and will allow ThyssenKrupp's access to your premises to remove ThyssenKrupp's remote monitoring equipment.

The monitoring equipment installed by ThyssenKrupp contains trade secrets belonging to ThyssenKrupp, and is installed for the use and benefit of ThyssenKrupp personnel only. You agree not to permit your personnel or any third parties to use, access, examine, copy, disclose or disassemble the remote monitoring equipment while it is located on your premises.

VIEW

ThyssenKrupp Elevator agrees to provide a user name and password to purchaser via ThyssenKrupp's internet website, www.tke-view.com, for purchaser access to maintenance and service call activity. Purchaser Internet connection shall be provided by others. Purchaser acknowledges that data reported prior to January 1, 2004 may not be all inclusive of work actually performed. Additionally, purchaser acknowledges that any work performed by repair, modernization, and/or construction personnel may not be included or accessible in VIEW until ThyssenKrupp Elevator's PDA system for time reporting is fully implemented to all field employees. Records for additional information shall be available, when requested, by contacting local TKE branch office. ThyssenKrupp Elevator reserves the right to restrict access to this information if purchaser's account has an outstanding balance due that is greater than 30 days and/or if purchaser has provided written notification of intent to cancel agreement.

[Enter "other considerations" if applicable]