
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve the Proprietary Source Procurement agreement for the maintenance, parts and repairs of the elevators at the Criminal Justice Center.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Approve the Proprietary Source Procurement agreement and the issuance of Purchase Orders for the maintenance, parts and repairs of the elevators at the Criminal Justice Center through the life of the equipment with Thyssenkrupp Elevator, Inc., Orlando (Not-to-exceed \$40,000.00 per year plus an annual percent increase in accordance with the Consumer Price Index and/or Producer Price Index).

County-wide

Ray Hooper

BACKGROUND:

Thyssenkrupp Elevator provides maintenance, parts and as needed repair services for Thyssenkrupp elevators system located at the Seminole County Criminal Justice Center. Thyssenkrupp Elevator provides preventive maintenance, repairs and full coverage on parts, quality assurance and annual safety testing and inspection as part of the services. The software to troubleshoot and identify sources of problems are proprietary software of Thyssenkrupp.

The company is an authorized federal supply schedule contractor with GSA and a partner with the Cooperative Purchasing Network. The County will benefit from using the price schedule extended to those organizations. The estimated usage for the services is \$40,000.00 per year plus an annual percent increase in accordance with the Consumer Price Index and/or Producer Price Index . It is anticipated that this proprietary source will be applicable to the new jail expansion project when completed. The attached maintenance agreement is non-cancelable and will be automatically renewed unless either party provides written notice of its intention to cancel at least ninety days before the renewal period. Authorization for performance by the Contractor will be by written Purchase Orders issued and executed by the County on an as needed basis.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Proprietary Source Procurement agreement and the issuance of Purchase Orders for the maintenance, parts and repairs of the elevators at the Criminal Justice Center through the life of the equipment with Thyssenkrupp Elevator, Inc., Orlando (Not-to-exceed \$40,000.00 per year plus an annual percent increase in accordance with the Consumer Price Index and/or Producer Price Index).

ATTACHMENTS:

1. Thyssenkrupp Elevator, Inc.
2. Maintenance Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

GSA

Available service discounts.

Additionally ThyssenKrupp Elevator offers the following discounts:

1. Discount on ThyssenKrupp Elevator and Dover Elevator equipment of 7%.
2. Advance payment discounts of:
 - a. 1% for quarterly
 - b. 2% for semi-annually
 - c. 4% for annual
3. Extended terms are offered at 1/2 % for each year over 5 years with maximum of 3%.

TCPN

Available service discounts.

Additionally ThyssenKrupp Elevator offers the following discounts:

1. Discount on ThyssenKrupp Elevator and Dover Elevator equipment of 7%.
2. Advance payment discounts of:
 - a. 3% for annual
3. Extended terms are offered at 1/2 % for each year over 5 years with maximum of 3%.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Most replacement parts are available within 24 hours, seven days a week.

Company will visit the CJC's elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). The Company will respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or emergency entrapments. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed to the County.

On callbacks outside of normal business hours, the company will absorb the worked hours at straight time rates and the County will be charged for the overtime premium portion only, including for travel time.

GSA & TCPN

Elevator maintenance.

- Examine the elevator equipment for optimum operation. Our examination, lubrication, and adjustment will cover the following component and equipment of your elevator system:
 - Control and landing positioning systems
 - Signal fixtures
 - Machines, drives, motors, governors, sheaves, and ropes
 - Power units, pumps, valves, and jacks
 - Car and hoist way 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 the elevator's performance and safe operation.
- Relamp all signals as required (during the regularly scheduled visits.)
- Repair or replace components worn due to normal wear. Refer to "Other Considerations" section for items not covered.

Platinum Maintenance Agreement

TK-459-0159

Purchaser: Seminole County Justice Center
101 Bush Boulevard
Sanford, FL 32773
Hereinafter referred to as "Purchaser", "you", and "your".

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

By: ThyssenKrupp Elevator Corporation
4317 35th Street
Orlando, FL 32811
Telephone: (407)425-3496
Fax: (407)843-0457
E-Mail: gabriel.powell@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

PLATINUM MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Seminole County Justice Center	4	ThyssenKrupp	Geared Traction	Passenger	74230-33
Seminole County Justice Center	5	ThyssenKrupp	Geared Traction	Passenger	74238-42
Seminole County Justice Center	1	ThyssenKrupp	Hydraulic	Passenger	74243

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

Platinum Maintenance Agreement

Preventative Maintenance Program

We will service your elevator equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "after hours".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - 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; and,
- Document all work performed on Maintenance Tasks & Records Logs provided with each controller.

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in "Items Not Covered" herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

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.

Service Requests during Normal Working Days and Hours

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

After Hours Service Requests

On all "after hours" service requests, we will absorb straight time costs for labor, and you will be responsible for the difference between the straight time costs and overtime costs for labor. Labor costs include travel time, travel expenses, and time spent on the job. After hours service requests are defined as minor adjustments or emergency entrapments that can be accomplished in two hours or less (excluding travel time) which are performed before or after normal business working days and hours.

VIEW®

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our 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 serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator. Special considerations regarding VIEW are included herein.

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 on normal business days.

SoundNet® (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and 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 the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

Periodic Safety Testing (Check box if included)

Test equipment in accordance with annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. Or if different than ANSI A17.1, in accordance with such annual periodic testing requirements as provided in the prevailing elevator and escalator code in effect and adopted by the state, city or local

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governing authority in which the equipment is located, and which are in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees.

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 either the operation or the appearance of the equipment, to notify us at once, and to 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 with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. 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. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which, in ThyssenKrupp Elevator's judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, 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.

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. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, should you have any concern(s) with the means and methods used to maintain the equipment or repair it under this agreement, you agree to provide us with written notice of that concern and thirty (30) days to respond in writing or take action to appropriately resolve it.

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 transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the unexpired term of this 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 Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the 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 the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/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 Corporation as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator and/or our employees. Such insurance must specify that its coverage is primary and non-contributory. 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, hoist way 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.

VIEW®. ThyssenKrupp Elevator agrees to provide a user name and password to Purchaser via ThyssenKrupp Elevator's Internet website, www.tke-view.com, for your access to maintenance and service call activity. Purchaser's Internet availability equipment (including hardware and software) and Internet connection shall be provided by others. You acknowledge that data reported prior to January 1, 2004 may not be all-inclusive of work actually performed. Additionally, you acknowledge 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 full deployed to all field employees. Requests for additional information and maintenance and service call activity tickets which are not generated by electronic means shall be made to your local ThyssenKrupp Elevator branch office as shown on page 1 of this agreement. ThyssenKrupp Elevator reserves the right to restrict access to this information if Purchaser's account has an outstanding unpaid balance greater than 30 days and/or if you have provided written notification of your intent to cancel our agreement and/or in the event of anticipated, pending or instigated litigation by either party.

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,

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lockouts, acts of God, or any other reason or cause beyond our control and you expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. 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 day-to-day 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 any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this contract and should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further 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 consequential, special, or indirect damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement.

In no event shall ThyssenKrupp Elevator Corporation's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement

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. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this 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 **Two thousand nine hundred sixty-five dollars (\$ 2,965.00)** per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for one (1) year starting January 01, 2009 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive one (1) 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 one (1) year period, or ninety (90) days before the end of any subsequent one (1) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners 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. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other, 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 personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service. Time is of the essence.

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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, even 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 prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Seminole County Justice Center	ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of ThyssenKrupp Elevator Representative)</p> <p><u>Gabriel Powell</u> <u>Account Manager</u> <u>(407)425-3496</u></p> <p><u>December 09, 2008</u> (Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____ (Print or Type Name)</p> <p>_____ (Print or Type Title)</p> <p>_____ (Date of Approval)</p>

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Special Considerations

Submission of Proposed Agreement when Original Agreement in Full Force and Effect

This "proposed" Elevator Maintenance Agreement is submitted to Purchaser without prejudice to our rights, and Purchaser's original Elevator Maintenance Agreement with ThyssenKrupp Elevator will remain in full force and effect until such time as this "proposed" Elevator Maintenance Agreement is accepted and fully executed in writing by both parties.