



Solicitation Number: RFP #050224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Transel Elevator & Electric, Inc. d/b/a TEI Group, 30-30 47th Avenue, Suite 610, Long Island City, NY 11101 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Transel Elevator & Electric, Inc.
d/b/a TEI Group

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/24/2024 | 4:31 PM CDT

DocuSigned by:
Chad Posey
F066E1D113DC46C...
By: _____
Chad Posey
Title: Executive Vice President
Date: 6/24/2024 | 4:21 PM CDT

RFP 050224 - Elevators

Vendor Details

Company Name: Transel Elevator & Electric, Inc
Does your company conduct business under any other name? If yes, please state: TEI Group
Address: 9836 Currie Davis Drive
Tampa , FL 33619
Contact: Danny Benoit
Email: dbenoit@teigroup.com
Phone: 352-206-4033
HST#: 11-2995885

Submission Details

Created On: Tuesday April 02, 2024 18:05:13
Submitted On: Wednesday May 01, 2024 15:11:42
Submitted By: Danny Benoit
Email: dbenoit@teigroup.com
Transaction #: 0aed07a2-b19b-45cc-a8f2-6148ccafa1bb
Submitter's IP Address: 72.15.114.126

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Transel Elevator & Electric, Inc. d/b/a TEI Group
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Analogue Holdings Limited (HKG:1977) is a minority partner of TEI Group. They are a leading electrical and mechanical engineering service provider based in Hong Kong. This partnership allows TEI to significantly increase resources, services, and products available in the United States (the biggest is the development of a Machine-Room-Less elevator to compete against the major global OEM's), as well as expand into additional geographic areas that many of our current customers have asked us to support.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	d/b/a TEI Group; TEI Group; TEI Group Southeast; Transel Elevator and Electric, Inc.; Transel Elevator & Electric, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not have a CAGE or SAM at this time. We are an approved vendor/supplier to different city, county, and state entities.
5	Proposer Physical Address:	30-30 47th Avenue, Suite 610 Long Island City, New York 11101
6	Proposer website address (or addresses):	https://www.teigroup.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Posey Executive Vice President 9836 Currie Davis Dr. Tampa, FL 33619 cposey@teigroup.com 813.451.1104
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Danny Benoit Vice President of Sales 9836 Currie Davis Dr. Tampa, FL 33619 dbenoit@teigroup.com 352.206.4033
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jim Monett Regional Support Director 9836 Currie Davis Dr. Tampa, FL 33619 jmonett@teigroup.com 646.295.5515

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

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	TEI's proposal includes maintenance, repair, inspections, new installation, modernization, upgrades, parts and supplies, phone monitoring, technical support, training, consulting services for contract compliance, engineering/architectural support, traffic study, and capital planning. Additional information can be found in the attached (Additional Documents Upload) "About US & Offered Services."

11	What levels of service (material only, turnkey, other) are being proposed?	TEI can provide several different levels of service based off the requirements of the building and/or equipment, budgets and funding periods. We offer four levels of coverage and additional options so the client has the freedom to choose. Our Standard level is a turnkey solution to allow for the easiest partnership. Our different levels of service are outlined in our scope of work in the master agreement and the attached "Sourcewell TEI Unit Pricing Master; Pricing Factors Tab" which will allow each prospective customer to choose an option by selecting on the locations Site Adder. Entities will always have an option to customize a level of service so that they feel comfortable with TEI. Additional Information can be found in the attached (Additional Documents Upload) "About Us & Offered Services > TEI Master Agreement > pg.4" & and all detailed levels and options under "Pricing >Sourcewell TEI Unit Pricing Master > "Pricing Factors Tab"	*
12	Does the response include installation services?	Yes; TEI has installed elevators from some of tallest buildings in the U.S. down to dumbwaiters and wheelchair lifts. In addition to installation services, we also offer in-house engineering services that can help architects pick out the right design and quantity of elevators to assist the pre-construction phase of development.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	TEI is one of the only independent elevator companies that is involved with New Installation. We have an in-house engineering and design team that custom builds elevators with all third-party, non-proprietary equipment. The equipment we install can be easily worked on by any elevator provider and has been installed across the US so there's no "proprietary training" such as the major OEMs who do not train other elevator vendor technicians.	
14	How does the Participating Entity select an installer?	The Participating Entity should have multiple avenues for selecting TEI as an installer. Most entities have local general contractors under construction management retainers so those entities can go to the general contractor and direct hire TEI for the installation under the Sourcewell contract. TEI is also partnering with several architectural firms to make sure the designs of hoistways are generic and allow for open competition amount elevator companies to provide pricing.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TEI installers or field mechanics are certified and trained through their respective Local union, and/or IUEC (International Union of Elevator Constructors), completing the required four year apprenticeship program and successful passing of a mechanics test. Additionally, installers, field technicians, and respective support staff go through regular safety and technical training courses on a reoccurring basis with a minimum of 24 hours of classroom safety and 52 weekly field training sessions. TEI has a health and safety division dedicated to overseeing training, and licensing for all jurisdictions.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	TEI does not require the use of a standard installation agreement; we can accommodate the utilization of agreements from participating entities or AIA (American Institute of Architects) contracts.	*
17	Describe your service programs and how your company works with agencies in providing service contracts.	TEI offers comprehensive service programs tailored to meet the unique needs of our clients. We understand the critical role that elevators/escalators play in ensuring smooth operations and safety within buildings, which is why we prioritize proactive in-person maintenance, efficient repair services and timely inspection protocols. Our scope of work in our Master Agreement is inclusive to all types of equipment for ease of review and approvals and customized by standard options on a specific location Site Adder. Since different buildings within one entity can be so different, we will review site specific locations with clients and choose together so expectations and transparency are on the front end. Additional Information can be found in the attached (Additional Documents Upload) "About Us & Offered Services > TEI Master Agreement & Site Adder."	
18	Describe how service calls are escalated in emergency situations, including response time.	With every new customer, TEI will have kickoff meeting to go over general items, special/unique requests, expectations and exchange contact lists so that both parties have pdf copies that can be posted or shared. The escalation process for emergencies would be 1. Technician to answer with a target of 30 minutes or less and call onsite or preferred contact 2. Escalate call to Supervisor and Regional President 3. Escalate call to President/Owner. TEI 's system notifies the appropriate office members during every call with a brief note which allows for gauging the severity if needed and respond accordingly. Response Time Summary: For an emergency such as an entrapment during normal hours, our goal is to respond in 30 minutes or less, however due to locations outside of our control but not limited to traffic, location, access and environment. For entrapments after hours, our goal is 1.5 hours or less. For non-emergencies, TEI will respond in the same business day and also communicate with the onsite contact to verify the nature of the call.	

19	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	TEI will offer the best availability to parts because we do not have any internal corporate restrictions for procurement and special vendor agreements that the large OEM providers have. We also do not have several layers of corporates spending thresholds and approvals to order necessary parts, which drastically increases turnaround time during urgent situations. In addition, most common replacement parts are kept in technicians vehicles, ready for proactive installation and immediate response. We have an in-house technical department based in New York along with partners in Florida, Virginia and South Carolina for overnight dispatching of non-stock parts and board repair.
20	Describe your experience and process in regards to Modernization.	TEI is one of the last elevator companies, lead by individuals who started their careers, turning wrenches on elevators and escalators and one of the largest independent providers. Our modernization team is lead by individuals who have an average of over 18 years in this line of business. The TEI approach is to be transparent and aligned with a budget and schedule. Since TEI does not manufacture their own in-house control system, we only install easy to work on, 3rd party equipment and do not try to incentivize or push customers to purchase OEM products (OEM in this case means equipment brand is the same as the installing company). From recent project reviews in 2023-2024, TEI's lead time is 50% less than major OEM providers, which is very important for participating entities who need to utilize funds in certain fiscal year and our modernization awards have increased because of our fast solutions. We offer customized packages and turkey solutions so that the modernization is what the client wants and needs - nothing more or nothing less!

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

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

Line Item	Category or Type	Offered *	Comments
21	Elevators	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI's proposal includes maintenance, repair, inspections, upgrades, installation, warranty services, and modernization of ALL types of elevators.
22	Escalators	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI's proposal includes maintenance, repair, inspections, upgrades, warranty services, installation and modernization of ALL types of escalators
23	Moving Walkways	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI's proposal includes maintenance, repair, inspections, upgrades, warranty services, installation and modernization of ALL types of moving walks.
24	Food and Material Lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI's proposal includes maintenance, repair, inspections, upgrades, warranty services, installation and modernization of ALL types of Dumbwaiters and LULA lifts
25	ADA-Compliant wheelchair lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI's proposal includes maintenance, repair, inspections, upgrades, warranty services, installation and modernization of ALL types of ADA-Compliant wheelchair lifts.
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	<input checked="" type="radio"/> Yes <input type="radio"/> No	TEI includes all of these services listed. Additional information can be found in the warranty section.

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	TEI plans to only utilize Sourcewell for state/public work because of the ease, speed and efficiency gained when using this contract therefore pricing will offer better savings and transparency to end users. Attached is our Unit Pricing Master and Labor Rate Pricing Master for all locations. For Sourcewell members ONLY, TEI plans to hold escalations on labor rates for the term of the Agreement. Pricing offered can be found in the Attached folder "Pricing."

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is designed so that participating entities can choose from different levels of coverage, based off the needs of their buildings. With so many different types of elevators and escalators, with various ages and usage, our model shows our most competitive and lowest Basic Level Pricing and our Not to Exceed Pricing.
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation and modernizations will receive a 30% discount off standard pricing or ISRP (Installers Suggested Retail price). We will ensure compliance with any prevailing wage requirements of participating entities by: 1. Conducting thorough research- We will carefully review the prevailing wage requirements of each Participating Entity to understand the specific regulations that apply; 2. Implementing internal controls -Our team has an established internal processes and controls to track and verify that all wages paid to employees working on projects for Participating Entities meet or exceed the prevailing wage rates; 3. Providing documentation - We will maintain detailed records of employee wages, hours worked, and projects undertaken for Participating Entities to demonstrate compliance with prevailing wage requirements; 4. Training and communication -Our staff is trained on prevailing wage regulations to ensure understanding and adherence. Clear communication channels will be established to address any questions or concerns related to prevailing wage requirements; 5. Collaboration with Participating Entities - We will work closely with Participating Entities to proactively address any issues or questions regarding prevailing wage compliance, fostering a collaborative and transparent relationship. Discounts are only available in advance of pricing requests and are identified as Sourcewell members.
30	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	30% discount off standard pricing.

31	Describe any quantity or volume discounts or rebate programs that you offer.	TEI offers a rebate equal to one (1) month of maintenance cost for any new Sourcewell member added to TEI's maintenance base at the start of their agreement. This can provide significant savings to entities with several locations. TEI is also offering a 5% discount to any client that has a newly modernized elevator/escalator, a newly constructed elevator/escalator or pays annually upfront. Additionally we will offer volume discounts to individual clients based off their total units under maintenance under the following schedule: 50-100 = 2% 100-200 = 3% 200-300 = 4% 300-400 = 5% 400-500 = 6% 500-1000 = 7% 1000-2000 = 8% 2000+ = 10%	*
32	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Branches at the local level have the flexibility to negotiate extra volume discounts to secure more projects within the contract. Our pricing model includes significantly reduced labor rates and a special standard pricing discount exclusively available to Sourcewell members. For every quote requested, we will initially display the standard price for non-members and then factor in the Sourcewell discounts to determine the final total price, ensuring complete transparency throughout the transaction.	*
33	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For Sourcewell members, there is no additional cost or charge for acquiring a new customer as long as the units coming under contract have had a free visual survey by a TEI representative.	*
34	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping is not an additional cost. TEI locations have warehouse managers, inventory managers and local drivers for delivering products and components as needed to perform the contractual obligations.	*
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Everyone is treated equal as a Sourcewell member and there is no difference from the lower 48.	*
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TEI has agreements with all major logistics and trucking companies throughout the US. We have a unique partnership agreement Ardent Global who handles special international shipping and airfreight concierge services to provide real time updates to our opted in customer subscribers. We have dropbox locations throughout local geographic areas for quick lead times. TEI will offer Sourcewell members free overnight shipping on all emergency components needed which is a value that non-members do not receive.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
37	Describe your payment terms and accepted payment methods.	NET 30, unless the entity requests/negotiates to be longer per location. We are easy to work with since many jurisdictions are different.	*
38	Describe any leasing or financing options available for use by educational or governmental entities.	TEI will promote the NCL Government Capital contract through Sourcewell and additionally provides in-house cash flow options.	*
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	TEI will utilize one Master Agreement for a participating entity and then a job/location specific "Site Adder" will be attached as an exhibit. This is so one entity can add/remove locations easily, and also select options to their benefit. The Master Agreement and Site Adder are attached, under "About US & Offered Services" > Master Agreement Template & Site Adder Template.	*
40	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card procurement payment and do not charge additional fees to Sourcewell members, while Non-Sourcewell members receive a transaction fee.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All contracts will go through a review period before submission to a participating entity and one singular contact in our sales leadership team will oversee involvement for consistency. Additionally, since all Sourcewell opportunities will have a special flag, data collection and compliance review will be consolidated for ease of review utilizing 3rd party CRM software provided by MONDAY. See examples and information attached under (Additional Documents Upload)"About Us & Offered Services > Sales/Transaction Tracking."
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our CRM platform allows for customization, import/export of reports and friendly visuals for presentations and reviews. As the VP of Sales and direct Sourcewell representative, all sales funnel through my oversight and tracking. Any new customer that we add to the Sourcewell agreement will have a special flag on their initial set up and be categorized. See examples attached for (Additional Documents Upload)"About Us & Offered Services > Sales/Transaction Tracking."
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	A 4% administrative fee will be paid on new maintenance revenue received. In addition, since TEI would be new member, TEI will pay Sourcewell an initial one time start up fee of \$25,000 if 250 elevators are added to the maintenance base utilizing this Sourcewell contract within the first 12-months of this contract term.

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
44	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Please see attached (Additional Documents Upload) "About Us & Offered Services > Our Story"
45	What are your company's expectations in the event of an award?	TEI would be very grateful in the event of an award and so would several public agencies who have requested a cooperative agreement from TEI. We will promptly acknowledge the award and engage in open communication with Sourcewell to discuss next steps and any specific requirements. We will ensure full compliance with all contractual obligations, regulatory standards, and document requirements in the contracted terms. Since TEI currently has a long list of participating entities that want to utilize the Sourcewell agreement with TEI, we will immediately proceed to reach out to those contacts and begin the processing of approvals/on-boarding.
46	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	TEI generates over \$150 million in annual revenue in the United States. In 2020, TEI established a partnership with Analog Holdings Limited, which holds minority ownership. As of the first six months of 2023, the partnership reported revenue of \$2.841 billion. Additional information can be found in the attached "Financial Strength and Stability."
47	What is your US market share for the solutions that you are proposing?	US market share is <15%
48	What is your Canadian market share for the solutions that you are proposing?	NA
49	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
50	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b.) - TEI is best described as a customer and employee focused provider of service, repair, modernizations and installations of elevators, escalators moving walks, dumbwaiters and lifts. We can maintain and procure parts and services on all brands of equipment. Our network of employees across the US are individual employees and union employees, directly employed by TEI.
51	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	TEI does not have any history of suspension or debarment.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
52	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ellies Award – 3 Consecutive Years as Best Contractor – East Industry award program that is voted on by industry leaders! Ellies recognizes North American Vertical -Transportation industry businesses that go above and beyond for their customers, employees, communities, and the industry as a whole.
53	What percentage of your sales are to the governmental sector in the past three years?	10% to 15% of sales were to the government sector or had some form of government relation.
54	What percentage of your sales are to the education sector in the past three years?	<10%
55	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA; TEI has been waiting several years for the opportunity to bid on the Sourcewell agreement because we understand the value of this agreement and the need from entities requesting our service.
56	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Various Schools	Education	New Jersey - NJ	New Construction Installation	\$500,000	\$5,000,000
Dept. Education	Government	New York - NY	Maintenance and Repair	\$96,000	\$2,800,000
State Buildings	Government	Florida - FL	Maintenance and Repair	\$100,000	\$1,000,000
Housing Authority	Government	New York - NY	Maintenance and Repair	\$50,000	\$1,000,000
State Buildings	Government	Florida - FL	Repair	\$10,000	\$420,000

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Florida State Department of Management Services	Due to public posting, TEI prefers to not share names online but this can be provided if requested.	Due to public posting, TEI prefers to not share numbers online but this can be provided if requested.
LC Department of Education	Due to public posting, TEI prefers to not share names online but this can be provided if requested.	Due to public posting, TEI prefers to not share numbers online but this can be
New York State Authority	Due to public posting, TEI prefers to not share names online but this can be provided if requested.	Due to public posting, TEI prefers to not share numbers online but this can be

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
59	Sales force.	TEI's US presence remains simple and is divided by two regions with main hubs in NY and FL and expansion plans to have over 100 locations. Our office/sales force consist of 71 personnel.	*
60	Service force.	TEI has over 300 people to provide service to customers and access to a pool of over 4,000 IUEC technicians.	*
61	Dealer network or other distribution methods.	TEI is not a dealer.	*
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	This process for TEI is quite simple. If a component or service is needed, a request goes directly to our procurement department from the local TEI sales and/or operations member and a purchase order is created and sent. If something is very urgent, we can order via credit card. We try our best to utilize the same local or US vendors so that we can foster a good business relationship but we always receive multiple quotes to make sure we are offering the best pricing. If a component or service is not a covered item or is for installation or modernization, a proposal will be provided for approval and once approved by the client, TEI will order in the same manner as a covered component or service.	*
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	TEI has direct B2B relationships with distributors, dealers and subcontracts. We maintain favorable payment terms with all vendors to keep our sourcing and procurement streamlined. We do have a more strict policy when it comes to our COI requirements for subcontractors that we directly hire, however we believe that is important to have an abundance of insurance which provides better protection to our customers and easier contract execution with a wide variety of entities.	
64	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	TEI offers its services around the clock, every day of the year along with the availability of our dispatching center which is always connected. All of our maintenance programs (including our customer service program) are dictated off of the customer/contractual needs and then based off unit specific requirements or MCP (maintenance control programs). Every unit added to the based will receive a TEI MCP booklet that is an entire overview of the program and placed on the jobsite so that anyone can review at any time.	*
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TEI has the ability to serve any Sourcewell member that we feel is the right opportunity to partner on.	*
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TEI has the ability to serve any Sourcewell member that we feel is the right opportunity to partner on.	*
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes	
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TEI has the ability to serve any Sourcewell member that we feel is the right opportunity to partner on, including Puerto Rico.	*
69	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NA	*
70	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	NA	*

Table 12: Marketing Plan

Line Item	Question	Response *
71	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	TEI has long time relationships with public officials so the initial marketing strategy will be to start from the top with state legislatures who can spread the word amongst their vast network an team members who are spread over multiple counties. We have several entities anxious to see the outcome of this bid so that they can use TEI. Additionally, to promote Sourcewell's cooperative purchasing contract effectively, the company will implement a targeted outreach strategy, conduct educational campaigns, showcase case studies, utilize digital marketing, network with industry stakeholders, deploy a dedicated sales team, and continuously monitor and optimize marketing efforts for maximum impact and client engagement. We will also plan to search the supplier network of current Sourcewell members and look for opportunities to network with other vendors/suppliers, support fundraisers and charities and just active within the network and available to help any way possible. See attached TEI Sourcewell Marketing Flyer & it is also under (Additional Documents Upload)"About Us & Offered Services > Sourcewell Marketing Flyer."
72	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing strategy is driven by technology and digital data, including social media marketing (mainly LinkedIn), data analytics, CRM systems, marketing automation, SEO/SEM, email marketing, and website analytics. These tools help us target our audience effectively, personalize campaigns, optimize performance, and drive conversions efficiently.
73	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	For any public agency, the ONLY first step to make is to utilize and approach with the Sourcewell contract. The time and effort saved on both ends is tremendous. Several individuals at TEI have been very successful utilizing the Sourcewell agreement at previous employers and the team knows the value. Our view for Sourcewell's involvement would be for them to provide support whenever a client might be on the fence for utilizing the agreement, and a new voice of reasoning from an outstand source can help.
74	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our services can be requested online but nothing can be ordered directly online. We strive to stay in front of the customer as much as possible.

Table 13: Value-Added Attributes

Line Item	Question	Response *
75	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free trainings and/or lunch and learns to any entity that wants one, which will go over the basics of how an elevator works, common elevator terms and cost saving tips to help locations save money. Due to safety reasons, any equipment, maintenance or operating training is limited to the in car or group panel operation switches which can provided at no additional charge.
76	Describe any technological advances that your proposed products or services offer.	All elevator technological advances are roughly the same and slightly tailored to each brand. TEI is able to purchase and install several different types of controller models when allows clients to choose from a menu of options that are not proprietary and easy to work on as they do not require special tooling, software, hardware or confidential training.
77	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our company is dedicated to green initiatives and ESG practices. We focus on energy efficiency, renewable energy, waste reduction, eco-friendly materials, and community support. We promote diversity, safe workplaces, employee development, ethical practices, transparency, and stakeholder engagement. These efforts aim to drive sustainability, social responsibility, and good governance across our operations.
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	For starters, our products help people move up and down, all the map. Vertical transportation are the veins of life in buildings and are extremely important important in the world. The products we install have options for regenerative power dispersion so that it is extremely energy efficient and can dissipate energy back into the buildings. We have partnerships with sound abatement suppliers to insulate rooms and equipment when needed, ICRA (infection control risk assessment) barricades on hand, precautionary procedures for painting, etc. We follow all OSHA requirements have a network of suppliers with access to the safest products for our technicians and clients to use.

79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The products we source from top suppliers for installations and modernizations have scores and certifications with various different organization. Not all have each one, but under certain applications and components that are engineered together for projects, certifications are (but not limited to): LEED, BREEAM, ISO 14001, Cradle to Cradle.	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	NA	*
81	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	At TEI, our core values are Integrity, Quality, and Safety. Unlike other bidders, we specify a minimum number of maintenance visits for various elevator types without using vague terms like "regular and systematic." Our priority lies in transparency, ensuring a positive customer experience and high employee engagement. We guarantee the quickest material lead times for part replacements on all OEM equipment and can provide up to a 60% faster lead time for modernization/installation materials. Our size enables us to handle projects of any scale, yet we remain small enough to have our entire team readily available for in-person meetings or conference calls. Sourcwell participating entities want to have options when it comes to service providers to choose from and allow for easily accessible options to choose from and that is why TEI will be a valued and unique supplier.	*
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	Energy efficient systems have helped as they are cleaner to work with and provide cost savings to clients. The controller system installs have all of the latest technology features that a client might want. Advanced technologies such as AI and IoT have increased the demand for different service providers such as TEI because the OEM companies that are pushing their remote monitoring and computer based predictive maintenance simply means they can avoid putting physical manpower on a job to maintain the elevator equipment. It has helped our business because clients in this industry want the basics seeing a technician onsite.	

Table 14A: Warranty

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

Line Item	Question	Response *	
83	Do your warranties cover all products, parts, and labor?	Yes, all products, parts and labor provided by TEI. Parts that fail under normal wear and tear and are under an active standard level maintenance agreement with TEI, will have an unlimited warranty.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If TEI provides and installs a product, part or labor, we will perform warranty repairs as outlined or required in the entities master agreement, site adder or any active agreement executed by TEI and the respective entity.	*
87	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we provide full warranty service for other manufacturers items as outlined or required in the entities master agreement, site adder or any active agreement executed by TEI and the respective entity.	*
88	What are your proposed exchange and return programs and policies?	TEI is not a retail provider or dealer so there is no exchange or return as the majority of the tangible components used are unit specific. If a Sourcewell member executed an order form to purchase a component and the component was not ordered by TEI, the client could cancel the order within one business.	*
89	Describe any service contract options for the items included in your proposal.	TEI has a base line of service for all units under our Master Agreement and then several options for a client to choose from with the assistance of a TEI sales consultant, that would be listed on the locations Site Adder. These options will allow clients to choose and pay for the right level of coverage and options as each location will have different needs. Additional Information can be found in the attached (Additional Documents Upload) > "About Us & Offered Services > TEI Master Agreement > pg.4" & all detailed levels AND options under "Pricing > Sourcewell TEI Unit Pricing Master > "Pricing Factors Tab"	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	Maintenance for each unit type at TEI is tailored to meet specific customer requirements, manufacturer recommendations, usage patterns, condition assessments, and contractual obligations, among other factors. Upon acquiring each unit, it is systematically processed in our internal system based on the specified requirements. Subsequently, a technician conducts an initial inspection checklist and overview to ensure the unit operates safely and meets performance standards accurately. This meticulous process is crucial to laying a strong foundation for our partnership. In the event that repairs are necessary, TEI ensures seamless coordination of outages with the customer or promptly dispatches a team to restore the elevator to operational status. Throughout our ongoing maintenance services, our skilled technicians and local consultants remain vigilant, offering solutions and recommendations for the units. Our dedicated maintenance support staff collaborates closely with the technicians, providing ample support, tools, and streamlined organization of tasks such as callbacks, maintenance activities, and inspections.	
91	How does your elevator dispatch system adapt to different traffic patterns and peak usage time to ensure optimal performance and user satisfaction?	TEI installs the latest technology and can procure different model controllers based off of the needs of the building, application and customer preference. Each elevator installed will come with software provisions that allow for the controller to adapt to traffic patterns and park the elevators for optimal performance. As a value add to Sourcewell members only, TEI will include special callback coverage during regular hours to adjust parameters within the controller for user satisfaction.	

Table 14B: Performance Standards or Guarantees

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

Line Item	Question	Response *
92	Describe any performance standards or guarantees that apply to your services	All units installed, modernized, repaired or maintained by TEI will follow the strict performance standard of the units AHJ (authority having jurisdiction) and/or the industry standards provided by the National Association of Elevators Contractors, tested on reoccurring maintenance visits, and inspected/tested based off the local and/or State AHJ requirements.
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	At the start of a maintenance agreement, TEI will conduct a kick off meeting with the customer and during that meeting, we will ask if the want/require certain reporting and at what intervals; all of which TEI can provide. All of our data is tracked through the technicians time program and can easily be provided at any time. The most important and strict policy that TEI holds is no more than 120 units per service technician. This is something the industry has seemed to move away from or not properly disclosing. By adhering to this policy, it allows our technicians the proper time to maintain their routed units and have additional time to spend on jobs that require additional support and most. The large OEM corporations will show a plethora of data charts, KPI's, call back tracking or sick unit tracking, etc. but all of the data reporting in the world doesn't matter if the technicians are overloaded with units and do not have enough time to get to the jobs and provide proactive maintenance.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 94. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Wednesday May 01, 2024 14:47:52
- [Financial Strength and Stability](#) - TEI Financial Strenght and Stability.pdf - Wednesday May 01, 2024 14:47:38
- [Marketing Plan/Samples](#) - Sourcewell TEI Marketing Flyer.pdf - Wednesday May 01, 2024 14:50:49
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - TEI Master Agreement & Site Adder Template.pdf - Wednesday May 01, 2024 14:52:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - About Us & Offered Services _TEI & Sourcewell RFP.pdf - Wednesday May 01, 2024 14:48:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Danny Benoit , Vice President of Sales , Transel Elevator & Electric, Inc. d/b/a TEI Group

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	<input checked="" type="checkbox"/>	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	<input checked="" type="checkbox"/>	1