

Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Elevator Maintenance for Fort Bend County
BID 15-027**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

ThyssenKrupp Elevator Americas

Legal Name of Contracting Company

Will Rubio

Contact Person

14820 Tomball Parkway, Suite 190, Houston, TX 77086

Complete Mailing Address

281.928.0467

866.251.4012

Telephone Number

Facsimile Number

will.rubio@thyssenkrupp.com

Email Address

9/17/2014

Signature

Date

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Elevator Maintenance
for Fort Bend County
BID 15-027**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Thursday, September 18, 2014
1:30 PM (Central)

LABEL ENVELOPE:

BID 15-027
Elevator Maintenance

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidders
in writing after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid. Requests
for information must be in writing and
directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Information

ThyssenKrupp Elevator Americas

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281.928.0467

866.251.4012

Telephone Number

Facsimile Number

14820 Tomball Parkway, Suite 190, Houston TX 77086

Complete Mailing Address (for Correspondence)

Houston, TX 77086

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Will Rubio Business Development Manager

Authorized Representative and Title (printed)

will.rubio@thyssenkrupp.com

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: WR

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas, no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Initials of Bidder: WZ

- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Initials of Bidder: WR

- 1.15 **Silence of Specifications:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 **Supplemental Materials:** Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 **Color Selection:** Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

Initials of Bidder: Wm

- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business and Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

Initials of Bidder: WR

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

Initials of Bidder: WA

- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 **Interlocal Participation:** Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 **Escalation Clause:** Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier or where vendor can show proof of increase to specific commodity (fuel, oil, etc.). Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

- 2.1 **Seller to Package Goods:** Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

Initials of Bidder: WR

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
 - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
 - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
 - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

Initials of Bidder: WA

- 2.9 **Special Tools and Test Equipment:** If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 **Warranty/Price:**
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is

sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

Initials of Bidder: W/m

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the

Initials of Bidder: WR

County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for maintenance, repairs, and inspections of all County elevators, wheel chair lifts, and escalators which meets or exceeds the specifications contained herein.

4.0 PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **Thursday, September 11, 2014 at 9:00AM (CST)**. The pre-bid conference will be held in the Purchasing Department in the Travis Annex at 301 Jackson, Suite 201, Richmond TX. A site visit schedule is attached. All bidders are encouraged to attend. The scheduled dates and times are the only opportunity for vendors to complete a site visit and job measurements.

5.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014 through 30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

6.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

7.0 INSURANCE:

- 7.1 All bidders must submit, **with BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County,

Initials of Bidder:

guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of bid.

- 7.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 7.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 7.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 7.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 7.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 7.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 7.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 7.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 7.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 7.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Initials of Bidder: WR

8.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 8.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 8.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 8.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 8.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 8.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

Initials of Bidder: WR

- 8.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

9.0 EXPERIENCE REQUIREMENTS:

- 9.1 Contractor must have a minimum of ten (10) years in business. The ten (10) years are to be continuous and to cover the immediate preceding ten (10) years up to and including the time of bidding this contract. Documentation verifying this requirement must be provided **with BID**.
- 9.2 The personnel to be provided as Lead Mechanics must have a minimum of ten (10) years of experience. Documentation verifying this requirement must be provided **with BID**.
- 9.3 All employees of successful contractor must hold a valid driver's license or legal photo identification card.
- 9.4 Evidence of the experience requirements listed herein must be provided **with BID**. Failure to do so may result in disqualification of bid.

10.0 DUTIES OF CONTRACTOR:

- 10.1 Contractor must furnish all supplies, material, labor, supervision, tools, equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair service for the complete elevator systems, escalators, and wheelchair lifts specified herein.
- 10.2 Contractor will provide full coverage parts repair and/or replacement for all components worn due to normal wear unless specifically listed in "Items of Elevator Equipment Not Included In This Contract" herein. The contractor is required to maintain a comprehensive parts inventory to support all of Fort Bend County's systems listed in this contract. All replacement parts used in the County's equipment will be new or refurbished to meet quality standards of manufacturers.
- 10.3 Contractor is to provide annual state inspections on all elevators, escalators, and wheelchair lifts. Inspections must be scheduled with the Fort Bend County authorized representative a minimum of two weeks prior to the current certificate expiration date.
- 10.4 The equipment covered under this contract must be serviced a minimum of one (1) time each month. Monthly service will include examination, lubrication and adjustment for the below components of the County's elevator systems:

Initials of Bidder: WR

- control and landing positioning systems,
- signal fixtures,
- machines, drives, motors, governors, sheaves, and ropes,
- power units, pumps, valves, and jacks,
- car and hoistway door operating devices and door protection equipment,
- load weighers, car frames and platforms, and counterweights,
- safety mechanisms.

10.4.1 Lubricate all equipment specified herein for smooth and efficient performance.

10.4.2 Adjust elevator parts and components to maximize performance and safe operation. Document all work performed on Maintenance Tasks and Records Logs provided by each controller.

10.5 Contractor is to provide as needed or if usage mandates, repair, or replacement of the following Covered Components listed below:

10.5.1 Hydraulic Elevators

Basic Components: Controllers and components; resistors, timers, fuses, overloads, minor contacts, wiring, coil, packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major Components: Exposed piping in the Machine Room and hoist-way, motor PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

10.5.2 Traction Elevators

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes and commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps, interlocks, door closers, buffers, overs-peed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major Components: Hoist motors, hoist ropes, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave and sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

10.5.3 Escalators:

Basic Components: Step rollers, belts, controller components; resistors, timers, fuses, overloads, minor contact, wiring, coils; brake: pads, lining, disks, shoes.

Major Components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

- 10.6 Contractor must have a full time trained and supervised mechanic on elevator control systems within a 45-mile radius of the Fort Bend County Travis building located at 301 Jackson Street, Richmond TX 77469.
- 10.7 Contractor is to respond on-site to emergency and minor service calls within 1-1/2 hours.
- 10.8 When an elevator is out of service for whatever reason, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.
- 10.9 If service request is made prior to 3 p.m. and same day service is needed; no additional charge will be incurred.
- 10.10 Response to emergency call backs during regular business hours of 8:00 am through 5:00 pm are required to be on-site within 1-1/2 hours.
- 10.11 Contractor must have experience and be capable of problem diagnosis and operation of elevator, escalator, or wheelchair lift systems. Contractor must be equipped with the proper tools, documentation and knowledge to troubleshoot our systems, as well as access to a comprehensive parts replacement inventory system when they arrive for the service call
- 10.12 Contractor must maintain, within Fort Bend County or adjoining counties, a replacement inventory of major parts for the equipment covered by this contract, including power unit pumps, motors and valves, control boards, relays, and sensors.
- 10.13 Contractor is required to have access to major and minor replacement parts within a 24-hour time frame.
- 10.14 Contractor must have all units repaired within 24 hours of service call unless otherwise discussed and approved by a Fort Bend County Authorized Representative.
- 10.15 Contractor is required to keep a computerized log of emergency and minor service calls available for Fort Bend County authorized representative upon request.

Initials of Bidder: mr

11.0 PERFORMANCE REQUIREMENTS:

Contractor agrees to maintain the performance speeds and accuracies of all elevators according to manufacturer's specifications, the City Codes where equipment is located and applicable ANSI Standards.

- 11.1 Floor to floor times are measured from the time the doors start to close, including a typical one-floor travel until the elevator is approximately level with the next successive floor, either up or down, and doors 3/4 open.
- 11.2 Door opening times are measured from start of car door open until doors are in the fully open position.
- 11.3 Door closing times are measured from start of door close until hoist way doors are fully closed. Contract times will be those shown or the minimum permitted by code, whichever is greater.
- 11.4 Accuracy of leveling is to be measured under all load conditions.
- 11.5 Variance from rated speed, regardless of load shall not exceed 5%.
- 11.6 A pressure test of the hydraulic systems, where required, shall be conducted as prescribed by industry standards.
- 11.7 In accomplishing the above requirements, contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft top. Door operation shall be quiet and positive with smooth checking at the extremes of travel.
- 11.8 The contractor shall not be required to make other safety tests nor to install new attachments on the elevators whether or not recommended or directed by insurance companies or by governmental authority, nor to make any replacements with parts of a different design. It is agreed that the contractor is not required to make renewals or repairs necessitated by reason of any other cause beyond his control except ordinary wear and tear.
- 11.9 In performing the above indicated work, contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the County Representative/s prior to their use.

Initials of Bidder: wn

12.0 ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS CONTRACT:

Contractor assumes no responsibility for the following items or elevator equipment which are not included in this contract. Contactor is required to provide an expedited quote to the Facilities Maintenance Department for processing of a purchase order if any of the below repairs are in need.

- 12.1 Repairs required due to negligence before the start date of this contract, accident or misuse of the equipment by anyone other than the contractor, his employees, subcontractors, servants or agents, or other causes beyond the contractor's control except ordinary wear and tear.
- 12.2 Repair or replacement of building items such as hoist-way or machine room walls and floors, car enclosures, including removable panels, door panels, plenum chambers, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the contractor's personnel.
- 12.3 Elevator mainline and auxiliary disconnect switches, switches, fuses, and feeders to control panels.
- 12.4 Concealed oil line for hydraulic elevators.
- 12.5 Hydraulic cylinder and plunger.

13.0 SCHEDULE OF PREVENTIVE MAINTENANCE:

All normal work under this agreement will be performed during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays, unless prior arrangements are made with the Fort Bend County authorized representative. If overtime work is required, Fort Bend County will pay only the difference between normal and overtime labor at the contractors' regular billing schedule. With prior approval Removal of elevators from service requires prior approval and coordination with the Facilities Maintenance Department.

14.0 EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY:

The contractor agrees that all work shall be performed by and under the supervision of skilled, experienced elevator service and repair personnel directly employed, who are permanently assigned to the project for normal preventive maintenance and repair work, or who may from time to time be assigned to the project for periodic work, shall be qualified to keep the elevator equipment properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition. All employees performing work under this contract shall be satisfactory to the County. Any employees found to be unacceptable to the County shall be replaced by the contractor.

15.0 OWNER'S RIGHT TO INSPECT AND REQUIRE WORK:

- 15.1 Fort Bend County reserves the right to make any and all inspections and tests necessary to ascertain that the requirements of this contract are being fulfilled. Deficiencies noted shall be promptly corrected at contractor's expense. If contractor fails to perform the work required by the terms of this contract in a diligent and satisfactory manner Fort Bend County may perform, or have performed by another contractor, all or any part of the work required without violating this contract. Contractor must agree that it will reimburse Fort Bend County for any expense incurred therefore, and Fort Bend County reserves the right to deduct said amount from any sum owed to the contractor.
- 15.2 The waiver by Fort Bend County of a breach of any provision of this contract by the contractor, shall not be construed as a waiver of any subsequent breach by contractor.
- 15.3 Machine room logs, which will be approved by Fort Bend County authorized representative, and which will contain a detailed schedule of full preventive maintenance with indications of frequency of task, will be posted in each machine room and mounted on each controller. These logs are required to be maintained by the contractor and will be inspected by Fort Bend County.
- 15.4 An additional copy of each machine room log will be supplied to the Facilities Department. A Daily Activity Log must be supplied by the contractor to Fort Bend County for each workman on duty during the day.

16.0 CONTRACTOR TO COMPLY WITH LAWS:

- 16.1 In the performance of this contract, the contractor agrees to abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the work is to be performed.
- 16.2 Contractor is not required under this contract to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of this contract, unless compensated for such installation.

17.0 SPECIAL CONDITIONS:

- 17.1 If repair is needed outside of the scope of this contract, the contractor must expedite repair costs in writing to a Fort Bend County Authorized Representative for processing of a purchase order prior to any work being performed.
- 17.2 After hours calls are to be responded to on-site within two (2) hours.

18.0 REFERENCES:

Vendors must submit with bid, two (2) references per pricing section of current contracts including similar or larger quantities of equipment as stated herein with whom they have maintained a contract during the time frame of June 1, 2012 through May 31, 2014. Dates for which the referenced work or contracted services were performed, name of representative which can be contacted, telephone number, mailing, and email address must be included for each reference.

19.0 VENDOR SELECTION:

This contract will be awarded to the overall lowest and best bidder, per section, meeting specifications. This contract is the only contract that will be awarded and applied for the services stated herein. Vendors are not permitted to supply their company's contract and/or include alternate or additional terms and conditions. Once awarded, this bid document as stated herein is the contract.

20.0 POINT OF CONTACT:

Point of contact for this contract is Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.gov.

21.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

21.1 Vendor Form

21.2 W9 Form

21.3 Tax Form/Debt/Residence Certification

22.0 EQUIPMENT, PRICING AND ALTERNATE PRICING:

Vendors are to provide pricing below by section listing equipment and alternate pricing to provide 24-hour a day, 7 days a week, emergency service in the specified column. Alternate pricing is to be provided in addition to the base price per month. Vendors are to complete every space provided on pricing forms. Vendors are not permitted to include additional pricing. All pricing must be clearly readable.

| Section 1: Dover | | | | | | | | | | | | | | | | |
|--|--|--------|---------------|--------------|--------------|-------------|----------|---------------|-------|----------|-------------------|-------------|---------------------|-----------------------------|-----------------|-------------------|
| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
| Sheriff's Office-West Tower | 1410 Williams Way Richmond TX 77469 | 6437 | 024999/Ele #3 | Passenger | Dover | Traflomatic | CE2164 | Electric | 200 | 5000 | 2 | 6 | 1/23/2014 | 9/30/2014 | \$385 | \$400 |
| Sheriff's Office-West Tower | 1410 Williams Way Richmond TX 77469 | 6437 | 024998/Ele #4 | Passenger | Dover | T4 | CE2165 | Electric | 200 | 5000 | 2 | 6 | 1/23/2014 | 9/30/2014 | \$385 | \$400 |
| Sheriff's Office-West Tower | 1410 Williams Way Richmond TX 77469 | 6437 | 024997/Ele #5 | Passenger | Dover | T4 | CE2166 | Electric | 200 | 5000 | 2 | 6 | 1/23/2014 | 9/30/2014 | \$385 | \$400 |
| Section 1 Dover Total Monthly Expense: | | | | | | | | | | | | | | | | |
| \$1,155 | | | | | | | | | | | | | | | | |
| Section 1 Dover Total Annual Expense: | | | | | | | | | | | | | | | | |
| \$13,860 | | | | | | | | | | | | | | | | |
| Section 1 Dover Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | | | | | | |
| \$28,260.00 | | | | | | | | | | | | | | | | |
| Section 1 Dover Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | | | |
| \$349.00 /hr | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| Section 2: Kone | | | | | | | | | | | | | | | | |
| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
| Historical Courthouse | 401 Jackson Richmond, TX 77469 | 415 | 81597 | Passenger | Kone | KCM | 20362157 | Hydraulic | 100 | 2500 | 1 | 3 | 12/3/2013 | 9/30/2014 | \$190 | \$210 |
| Sheriff's Office-East Tower | 1410 Williams Way Richmond TX 77469 | 34867 | 72521/Ele #8 | Passenger | Kone | Mono Space | 20269784 | Electric | 350 | 4500 | 1 | 5 | 1/23/2014 | 9/30/2014 | \$400 | \$425 |
| Sheriff's Office-East Tower | 1410 Williams Way Richmond TX 77469 | 34867 | 72522/Ele #7 | Passenger | Kone | Mono Space | 20269785 | Electric | 350 | 4500 | 1 | 5 | 1/23/2014 | 9/30/2014 | \$400 | \$425 |
| Sheriff's Office-East Tower | 1410 Williams Way Richmond TX 77469 | 34867 | 72523/Ele #6 | Passenger | Kone | Mono Space | 20269786 | Electric | 350 | 4500 | 1 | 9 | 1/23/2014 | 9/30/2014 | \$400 | \$425 |
| Section 2 Kone Total Monthly Expense: | | | | | | | | | | | | | | | | |
| \$1,390 | | | | | | | | | | | | | | | | |
| Section 2 Kone Total Annual Expense: | | | | | | | | | | | | | | | | |
| \$16,680 | | | | | | | | | | | | | | | | |
| Section 2 Kone Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | | | | | | |
| \$34,500 | | | | | | | | | | | | | | | | |
| Section 2 Kone Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | | | |
| \$349.00 /hr | | | | | | | | | | | | | | | | |

Initials of Bidder: W/2

Section 3: Schindler

| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
|----------------------------------|--|--------|---------------|--------------|--------------|-------|----------|---------------|-------|----------|-------------------|-------------|---------------------|-----------------------------|-----------------|-------------------|
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75495/Ele #1 | Passenger | Schindler | 330A | F0739-01 | Hydraulic | 150 | 2500 | 1 | 3 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75496/Ele #2 | Passenger | Schindler | 330A | F0739-02 | Hydraulic | 150 | 2500 | 1 | 3 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75494/Ele #3 | Passenger | Schindler | 330A | F0740-03 | Hydraulic | 150 | 2500 | 1 | 2 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75497/Ele #7 | Passenger | Schindler | 330A | F0742-07 | Hydraulic | 150 | 2500 | 1 | 3 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75499/Ele #3 | Passenger | Schindler | 400A | F0737 | Electric | 200 | 4500 | 1 | 5 | 4/30/2014 | 9/30/2014 | \$350 | \$400 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75500/Ele #5 | Passenger | Schindler | 400A | F0738 | Electric | 200 | 2500 | 1 | 5 | 4/30/2014 | 9/30/2014 | \$350 | \$400 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75498/Ele #6 | Passenger | Schindler | 330A | F0741 | Hydraulic | 150 | 2500 | 1 | 4 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 080101/Ele #8 | Passenger | Schindler | 330A | F0743 | Hydraulic | 150 | 3500 | 1 | 3 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 080534/Ele #9 | Passenger | Schindler | 330A | G0978 | Hydraulic | 150 | 2500 | 1 | 4 | 4/30/2014 | 9/30/2014 | \$190 | \$210 |
| Justice Center Parking Garage | 1418 Eugene Heimann Circle Richmond 77469 | 33037 | 074415/Ele #1 | Passenger | Schindler | 330A | F1223 | Hydraulic | 150 | 3500 | 1 | 4 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |
| Precinct 1 | 1517 Eugene Heimann Circle Richmond 77469 | 31336 | 062696/Ele #1 | Passenger | Schindler | 330A | E2145-01 | Hydraulic | 100 | 2500 | 1 | 2 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |
| Gus George Academy | 1521 Eugene Heimann Circle Richmond 77469 | 33161 | 069520/Ele #1 | Passenger | Schindler | 330A | E9435-01 | Hydraulic | 100 | 2500 | 1 | 2 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |
| Gus George Academy | 1521 Eugene Heimann Circle Richmond 77469 | 33161 | 069521/Ele #2 | Passenger | Schindler | 330A | E9435-02 | Hydraulic | 100 | 2500 | 1 | 2 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |
| Tax Office | 1517 Eugene Heimann Circle Richmond 77469 | 32194 | 62619/Ele #1 | Passenger | Schindler | 330A | E6302 | Hydraulic | 100 | 2500 | 1 | 2 | 5/1/2014 | 9/30/2014 | \$190 | \$210 |

Initials of Bidder: *W*

Section 3: Schindler (cont'd)

| | | | | | | | | | | | | | | | | | |
|--|---------------------------------------|-------|---------------|-----------|-----------|------|----------|-----------|-----|------|---|---|------------|-----------|-------|----------|----------|
| Missouri City Annex | 307 Texas Parkway Missouri City 77489 | 33517 | 074431/Elc #1 | Passenger | Schindler | 330A | F0917-01 | Hydraulic | 125 | 3500 | 1 | 2 | 2/5/2014 | 9/30/2014 | \$190 | \$210 | |
| Precinct 4 | 12919 Dairy Ashford Sugar Land 77478 | 30502 | 066067/Elc #1 | Passenger | Schindler | 330A | D7254-01 | Hydraulic | 100 | 2500 | 1 | 2 | 10/15/2013 | 9/30/2014 | \$190 | \$210 | |
| Jane Long | 500 Liberty St Richmond 77469 | 4447 | 069526/Elc #1 | Passenger | Schindler | 330A | F4054-01 | Hydraulic | 100 | 2500 | 1 | 3 | 5/1/2014 | 9/30/2014 | \$190 | \$210 | |
| Section 3 Schindler Total Monthly Expense: | | | | | | | | | | | | | | | | \$3550 | \$3,690 |
| Section 3 Schindler Total Annual Expense: | | | | | | | | | | | | | | | | \$42,600 | \$46,680 |
| Section 3 Schindler Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | | | | | | \$89,280 | \$91,000 |
| Section 3 Schindler Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | | | \$349 | /hr |

with
3,950
47,400

Section 4: US/Simplex

| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
|---|---------------------------------------|--------|---------|--------------|--------------|----------------|----------|---------------|-------|----------|-------------------|-------------|---------------------|-----------------------------|-----------------|-------------------|
| East End Annex | 303 Texas Parkway Missouri City 77489 | 11755 | 25861 | Passenger | US/Simplex | Ascension 1000 | 288469 | Hydraulic | 100 | 2000 | 1 | 2 | 8/28/2013 | 9/30/2014 | \$180 | N/A |
| Section 4 US/Simplex Total Monthly Expense: | | | | | | | | | | | | | | | | |
| Section 4 US/Simplex Total Annual Expense: | | | | | | | | | | | | | | | | |
| Section 4 US/Simplex Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | | | |
| \$349 /hr | | | | | | | | | | | | | | | | |

Initials of Bidder: WTE

| Section 5: ThyssenKrupp | | | | | | | | | | | | |
|---|---|--------|---------------|--------------|--------------|----------|----------|---------------|----------------|-------------------|-------------|-------------------|
| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed Capacity | # of Car Openings | # of Floors | Alternate Pricing |
| Travis Annex | 309 S 4th St Richmond 77469 | 416 | 066564/Ele #1 | Passenger | ThyssenKrupp | TAC 50 | BX-0672 | Electric | 350 | 1 | 7 | N/A |
| Travis Annex | 309 S 4th St Richmond 77469 | 416 | 066565/Ele #2 | Passenger | ThyssenKrupp | TAC 50 | BX-0673 | Electric | 350 | 1 | 7 | N/A |
| Travis Annex | 309 S 4th St Richmond 77469 | 416 | 066554/Ele #3 | Passenger | ThyssenKrupp | TAC 50 | BX0674 | Electric | 350 | 1 | 8 | N/A |
| Cinco Ranch Library | 2620 Commercial Center Blvd Katy | 19202 | 53340 | Passenger | ThyssenKrupp | TAC 20 | ER 4532 | Hydraulic | 125 | 1 | 2 | N/A |
| Sienna Branch Library | 8411 Sienna Springs Blvd Missouri City 77459 | 33684 | 71494 | Passenger | ThyssenKrupp | TAC 20 | EY 9722 | Hydraulic | 125 | 1 | 2 | N/A |
| University Branch Library | 14010 University Blvd Sugar Land 77479 | 35557 | 69556 | Passenger | ThyssenKrupp | TAC 32 | EA T845 | Hydraulic | 110 | 1 | 2 | N/A |
| GML Administration Building | 1003 Golfview Dr Richmond 77469 | 38004 | 87127/Ele# 1 | Passenger | ThyssenKrupp | TAC 50 | OBY151 | Electric | 150 | 1 | 2 | \$210 |
| Section 5 ThyssenKrupp Total Monthly Expense: | | | | | | | | | | | \$1,810 | \$210 |
| Section 5 ThyssenKrupp Total Annual Expense: | | | | | | | | | | | \$21,720 | \$2,520 |
| Section 5 ThyssenKrupp Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | \$24,240.00 | |
| Section 5 ThyssenKrupp Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | \$349 | /hr |
| Section 6: Motion | | | | | | | | | | | | |
| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed Capacity | # of Car Openings | # of Floors | Alternate Pricing |
| George Memorial Library | 1001 Golfview Richmond TX 77471 | 1581 | 11387 | Passenger | Motion | HMC 1000 | 11760 | Hydraulic | 125 | 1 | 3 | N/A |
| George Memorial Library | 1001 Golfview Richmond TX 77471 | 1581 | 11386 | Passenger | Motion | HMC 1000 | 11758 | Hydraulic | 125 | 1 | 3 | N/A |
| George Memorial Library | 1001 Golfview Richmond TX 77471 | 1581 | 11385 | Passenger | Motion | HMC 1000 | 11759 | Hydraulic | 125 | 1 | 3 | N/A |
| Section 6 Motion Total Monthly Expense: | | | | | | | | | | | \$570 | N/A |
| Section 6 Motion Total Annual Expense: | | | | | | | | | | | \$6,840 | N/A |
| Section 6 Motion Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | \$349 | /hr |

Initials of Bidder: mc

Section 7: Escalators

| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
|--|--|--------|------------------|--------------|--------------|----------|----------|---------------|-------|----------|-------------------|-------------|---------------------|-----------------------------|--------------------|-------------------|
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75490/Ele #1 Esc | Escalator | Schindler | 9300AE10 | F0736-01 | Electric | 100 | 7800 | N/A | N/A | 4/30/2014 | 9/30/2014 | \$750 | \$765 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75491/Ele #2 Esc | Escalator | Schindler | 9300AE10 | F0736-02 | Electric | 100 | 7800 | N/A | N/A | 4/30/2014 | 9/30/2014 | \$750 | \$765 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75492/Ele #3 Esc | Escalator | Schindler | 9300AE10 | F0735-03 | Electric | 100 | 7800 | N/A | N/A | 4/30/2014 | 9/30/2014 | \$750 | \$765 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35193 | 75493/Ele #4 Esc | Escalator | Schindler | 9300AE10 | F0235-04 | Electric | 100 | 7800 | N/A | N/A | 4/30/2014 | 9/30/2014 | \$750 | \$765 |
| Section 7 Escalators Total Monthly Expense: | | | | | | | | | | | | | | | \$3000 | \$3,060 |
| Section 7 Escalators Total Annual Expense: | | | | | | | | | | | | | | | \$36,000 | \$36,720 |
| Section 7 Escalators Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | | | | | \$72,720.00 | |
| Section 7 Escalators Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | | \$349 | /hr |

Section 8: Wheelchair Lifts

| Building | Address | ELBI # | Decal # | Type of Unit | Manufacturer | Model | Serial # | Drive Machine | Speed | Capacity | # of Car Openings | # of Floors | Date Last Inspected | Current Contract Expiration | Price per Month | Alternate Pricing |
|----------------|--|--------|--------------|-----------------|--------------|-------|----------|---------------|-------|----------|-------------------|-------------|---------------------|-----------------------------|-----------------|-------------------|
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79407/Ele #1 | Wheelchair Lift | Genesis | LW-42 | 43845 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79406/Ele #2 | Wheelchair Lift | Genesis | LW-42 | 43855 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79420/Ele #3 | Wheelchair Lift | Genesis | LW-42 | 43852 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79418/Ele #4 | Wheelchair Lift | Genesis | LW-42 | 43841 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79417/Ele #5 | Wheelchair Lift | Genesis | LW-42 | 43853 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79416/Ele #6 | Wheelchair Lift | Genesis | LW-42 | 43843 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |

Initials of Bidder: W

| Section 8: Wheelchair Lifts (cont'd) | | | | | | | | | | | | | | | | |
|---|--|-------|----------------|--------------------|---------|-------|-------|----------|----|-----|---|---|----------|-------------|----------|-------|
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79410/Ele #7 | Wheelchair Lift | Genesis | LW-42 | 43856 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79409/Ele #8 | Wheelchair Lift | Genesis | LW-42 | 43846 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79413/Ele #9 | Wheelchair Lift | Genesis | LW-42 | 43847 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79412/Ele #10 | Wheelchair Lift | Genesis | LW-42 | 43859 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79411/Ele #11 | Wheelchair Lift | Genesis | LW-42 | 43818 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79408/Ele #12 | Wheelchair Lift | Genesis | LW-42 | 43858 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79415/Ele #13 | Wheelchair Lift | Genesis | LW-42 | 43854 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79414/Ele #14 | Wheelchair Lift | Genesis | LW-42 | 43844 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79419/Ele #15 | Wheelchair Lift | Genesis | LW-42 | 43839 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79421/Ele #16 | Wheelchair Lift | Genesis | LW-42 | 43850 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Justice Center | 1422 Eugene Heimann Circle Richmond 77469 | 35130 | 79422/ Ele #17 | Wheelchair Lift | Genesis | LW-42 | 73840 | Electric | 10 | 750 | 3 | 3 | 5/2/2014 | 9/30/2014 | \$108 | \$127 |
| Section 8 Wheelchair Lifts Total Monthly Expense: | | | | | | | | | | | | | | \$1,836 | \$2,159 | |
| Section 8 Wheelchair Lifts Total Annual Expense: | | | | | | | | | | | | | | \$22,032 | \$25,908 | |
| Section 8 Wheelchair Lifts Total Annual Expense Including Alternate Pricing Expense: | | | | | | | | | | | | | | \$47,940.00 | | |
| Section 8 Wheelchair Lifts Emergency Response per Hour Rate as specified herein Section 17: | | | | | | | | | | | | | | \$349 | /hr | |

Initials of Bidder: me

CONTRACT SHEET
BID 15-027

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 23rd day of September, 2014, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and ThyssenKrupp Elevator Americas
(hereinafter designated Contractor).
(company name)

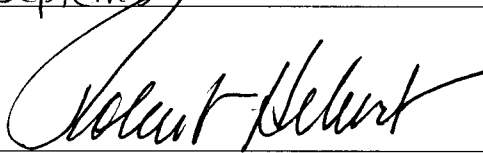
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Elevator Maintenance** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 23rd day of September, 2014.

By:



County Judge

By:



Signature of Contractor

By:

Will Rubio- Business Development Manager

Printed Name and Title

Site Visit Schedule

Thursday, September 11th **After 9AM Pre-Bid**

Travis Bldg
Historical Courthouse
Jane Long Annex
Tax
Precinct 1
Gus George
Justice Center Parking Garage
Justice Center
Sheriff – East Tower
Sheriff – West Tower
George Memorial Library
GML Admin Bldg

Friday, September 12th 8AM

Missouri City Annex
East End Annex
Precinct 4
University Library
Sienna Library
Cinco Ranch Library



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

| | | |
|--|--|-----------------------------------|
| Federal ID # or S.S # | | Dun and Bradstreet # 026607242 |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | |
| Legal Company Name | ThyssenKrupp Elevator Americas Year Business was Established <u>2000</u> | |
| Remittance Address | 14820 Tomball Parkway Suite 190 | |
| City/State/Zip | Houston/TX/77086 | |
| Physical Address | 14820 Tomball Parkway, Suite 190 | |
| City/State/Zip | Houston/TX/77086 | |
| County | <input type="checkbox"/> Fort Bend County Other: <u>Harris</u> | |
| Phone/Fax Number | Phone: <u>281.928.0467</u> Fax: <u>866.251.4012</u> | |
| Contact Person | Will Rubio | |
| E-mail | will.rubio@thyssenkrupp.com | |
| Special Notes | | |
| The Company listed above is a (check all that apply and attached certificate). | <input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____ | |
| Company's gross annual receipts: | <input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000 | |
| NAICs codes (Please enter all that apply). | | |

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

| | |
|---|---|
| Name (as shown on your income tax return) | |
| ThyssenKrupp Elevator Corporation | |
| Business name/disregarded entity name, if different from above | |
| N/A | |
| Check appropriate box for federal tax classification: | |
| <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | <input type="checkbox"/> Exempt payee |
| <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ | |
| <input type="checkbox"/> Other (see instructions) ► _____ | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| 114 Townpark Drive NW, Suite 300 | |
| City, state, and ZIP code | |
| Kennesaw, GA 30144 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|------------------------|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | |
| | | | - | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | | |
|-----------|---|--------|-----------------|
| Sign Here | Signature of U.S. person ▶ David W. Turnage | RP-Tax | Date ▶ 01/10/13 |
|-----------|---|--------|-----------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or other secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: ThyssenKrupp Elevator Americas

Mailing Address: 14820 Tomball Parkway, Suite 190, Houston, TX 77086

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property**: List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that ThyssenKrupp Elevator Americas is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

ThyssenKrupp Elevator

Americas Business Unit



Central Region

References

| | | | |
|---|---|--|-------------------------------|
| Memorial Hermann Hospital System *all campuses | Address 9250 Pinecroft Dr Shenandoah, TX 77380 | Contact Kelly McDaniel 713.456.5732 | Dates 2011- Present |
|---|---|--|-------------------------------|

| | | | |
|--------------------------------|--|---|--------------------------------------|
| City of College Station | Address 309 College Main College Station, TX 77840 | Contact Craig Dohnalik Sr. Facility Maintenance Technician Ph 979-764-3501 Fax 979-764-3780 | Dates May 1, 2008- Present |
|--------------------------------|--|---|--------------------------------------|

| | | | |
|----------------------------|--|---|---------------------------------------|
| City of Bryan Texas | Address 300 S Texas Ave Bryan, TX | Contact Danny KRC 979.492.8264 | Dates October 2008- Present |
|----------------------------|--|---|---------------------------------------|

Experience Requirements

Minimum of 10 years experience X Yes

Lead mechanics with 10 years of experience X Yes – 18yrs

ThyssenKrupp Elevator has supplied maintenance, repair and modernizations of elevators under the name ThyssenKrupp Elevator Americas since 2000. Thyssenkrupp AG is the parent company and ThyssenKrupp Elevator Americas is located at 14820 Tomball Parkway, Suite 190, Houston TX 77086. ThyssenKrupp Elevator is a large government contractor with an average obligation amount of \$43,787.

Lead Mechanics – both technicians maintain and repair elevators in Fort Bend County.

We have an additional 31 mechanics and additional repair teams that are available to respond to calls and cover technicians on their vacation days.

Doug McDonald –Doug has been working in the trade for over 18 years and has been the mechanic for Fort Bend Sheriff's West Tower.

James Cleckley –Jim started the trade in 1996. .



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McDonald, Doug

The following section displays the summary as of the effective date.

Effective Date 18-Sep-2014

Employee Number

Organization **Houston COS SERV**Manager **Hawkins, John**

Salary

Job **Mechanic.Direct**Location **US-Houston**

TKE Email Address

Years of Service **14.23****Employment Salary**

| Details | Assignment Number | Assignment Start Date | Assignment End Date | Job | Organization | Location | Original Hire Date | Assignment Category |
|--------------------|-------------------|-----------------------|---------------------|----------------------|--------------------|-----------------------------------|--------------------|---------------------|
| | | 10-Mar-2014 | | Mechanic.Direct | Houston COS SERV | US-Houston | 26-Jun-2000 | Fulltime-Regular |
| Assignment Status | | | | Status Change Reason | | Region Restructure | | |
| Manager | | | | People Group | | Central.IUEC | | |
| Original Hire Date | | | | Latest Hire Date | | 26-Jun-2000 | | |
| Termination Date | | | | Termination Reason | | | | |
| Rehire? | | | | Payroll | | Weekly Fri-Thurs Paid Wed | | |
| Work Hours | | | | 40 | | | | |
| | 202636 | 01-Jan-2014 | 09-Mar-2014 | Mechanic.Direct | Houston COS SERV | US-Houston | 26-Jun-2000 | Fulltime-Regular |
| | 202636 | 20-Jul-2012 | 31-Dec-2013 | Mechanic.Direct | Houston COS SERV | US-Houston | 26-Jun-2000 | Fulltime-Regular |
| | 202636 | 12-Jun-2009 | 19-Jul-2012 | Mechanic.Direct | Houston COS SERV | US-Houston | 26-Jun-2000 | Fulltime-Regular |
| | 202636 | 26-Jun-2000 | 11-Jun-2009 | | TKE Business Group | ThyssenKrupp Elevator Corporation | 26-Jun-2000 | |

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Cleckley, James

The following section displays the summary as of the effective date.

Effective Date 18-Sep-2014

Employee Number

Organization **Houston COS SERV**Manager **Hawkins, John**

Salary

Job **Mechanic.Direct**Location **US-Houston**

TKE Email Address

Years of Service **18.83** **Employment** **Salary**

| Details | Assignment Number | Assignment Start Date | Assignment End Date | Job | Organization | Location | Original Hire Date | Assignment Category |
|---------|-------------------|-----------------------|--------------------------|-----------------|----------------------|-----------------------------------|----------------------------------|---------------------|
| | | 10-Mar-2014 | | Mechanic.Direct | Houston COS SERV | US-Houston | 20-Nov-1995 | Fulltime-Regular |
| | | Assignment Status | Active Assignment | | Status Change Reason | | Region Restructure | |
| | | Manager | Hawkins, John | | People Group | | Central.IUEC | |
| | | Original Hire Date | 20-Nov-1995 | | Latest Hire Date | | 20-Nov-1995 | |
| | | Termination Date | | | Termination Reason | | | |
| | | Rehire? | | | Payroll | | Weekly Fri-Thurs Paid Wed | |
| | | Work Hours | 40 | | | | | |
| | 202664 | 01-Jan-2014 | 09-Mar-2014 | Mechanic.Direct | Houston COS SERV | US-Houston | 20-Nov-1995 | Fulltime-Regular |
| | 202664 | 20-Jul-2012 | 31-Dec-2013 | Mechanic.Direct | Houston COS SERV | US-Houston | 20-Nov-1995 | Fulltime-Regular |
| | 202664 | 12-Jun-2009 | 19-Jul-2012 | Mechanic.Direct | Houston COS SERV | US-Houston | 20-Nov-1995 | Fulltime-Regular |
| | 202664 | 20-Nov-1995 | 11-Jun-2009 | | TKE Business Group | ThyssenKrupp Elevator Corporation | 20-Nov-1995 | |

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Home > Companies > Government Contractors > Detail

Thyssenkrupp Elevator Corporation in Houston, TX - Contracting Profile

 Compare

 Review

Total Obligation Amount (2000-Present): \$831,949.58

Total Contracts (2000-Present): 19

Department: Department of Agriculture, Department of Defense

Be the first to review



Click stars to begin review

Navigate To...



 Overview

\$104,852



\$831,950



2

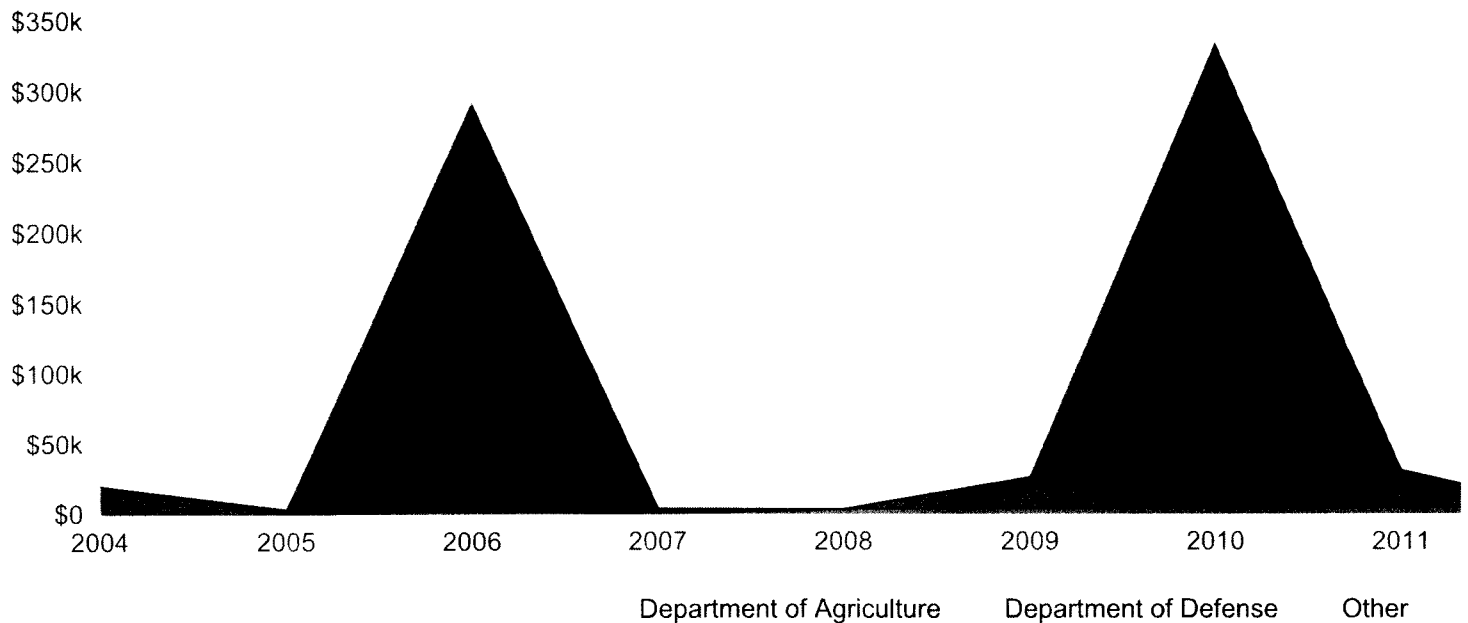
19

Thyssenkrupp Elevator Corporation is a contractor in the Other Services to Buildings and Dwellings industry. Last year, they won 2 contracts worth \$104,852. Since 2000, the contractor has performed 19 contracts with a total obligation amount of \$831,949.58, which means Thyssenkrupp Elevator Corporation is a large government contractor. The average obligation amount for their contracts is \$43,787.

Below you will find more detailed information on Thyssenkrupp Elevator Corporation, including their largest and most recent contracts, which departments and agency they've worked with, what they're supplying, and more.

Data is from **USASpending.gov**.

+ Obligation Amount Over Time by Department



+ Number of Contracts Over Time by Department

+ Notes

^ Contractor Details

CONTACT INFORMATION

Thyssenkrupp Elevator Corporation

Thyssenkrupp Ag

7240 Brittmoore Road Ste 1
Houston, TX 77041

(713) 654-7700

thyssenkrupp.com

BASIC INFORMATION

Construction Firm

Not Tax Exempt Corporate Entity

For Profit Organization

Manufacturer of Goods

CONTRACTOR'S CONGRESSIONAL DISTRICT

Texas 7th Congressional District

John Abney Culberson





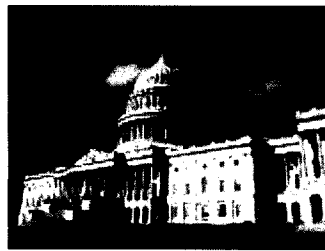
Party Republican

Term 2001 - Present

Thyssenkrupp Elevator Corporation is located in the Texas 7th Congressional District. The contractor's district and member of Congress is important because the congressman tries to help the community prosper - one indicator of how they're doing is whether or not their district is winning government contracts.



- ✓ Contracts
- ✓ Contracting Information
- ✓ Performance Locations
- ✓ Related Contractors
- ✓ Review
- ✓ Data Sources
- ^ Related Topics



✓ Your Recently Viewed Items





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
08/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|---------------------------------------|---------------|
| PRODUCER Willis of Illinois, Inc. 233 S. Wacker Drive, Suite 2000 CHICAGO, IL 60606 | CONTACT NAME: Willis of Illinois, Inc. | | |
| | PHONE (A/C No.Ext): 312-288-7489 | FAX (A/C No.Ext): 312-621-6866 | |
| | E-MAIL ADDRESS: tke.certificates@willis.com | | |
| INSURED THYSSENKRUPP ELEVATOR CORPORATION | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: HDI-Gerling America Insurance Company | | 41343 |
| | INSURER B: ACE American Insurance Company | | 22667 |
| | INSURER C: Indemnity Insurance Company of NA | | 43575 |
| | INSURER D: | | |
| | INSURER E: | | |
| | | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER: 680697****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|---|---------------------------------------|----------|---|--|--|---|---------------|
| A | GENERAL LIABILITY | | | GLD12574-00 / GLD12571-00 | 10/01/2013 | 10/01/2014 | EACH OCCURRENCE | \$ 4,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 4,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 8,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS -COMP/OP AGG | \$ 8,000,000 |
| | | | | | | | | |
| | | | | | | | | |
| B | AUTOMOBILE LIABILITY | | | ISAH08722705 | 10/01/2013 | 10/01/2014 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | | | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | CUD11086-05 | 10/01/2013 | 10/01/2014 | EACH OCCURRENCE | \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 10,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | |
| | | | | | | | | |
| B C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | WLRC47324877 (AOS) WLRC4732483A (CA,MA) SCFC47324919 (WI) | 10/01/2013 10/01/2013 10/01/2013 | 10/01/2014 10/01/2014 10/01/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> N | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE -EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE -POLICY LIMIT | \$ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 106850 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 14820 Tomball Parkway Suite 190 Houston 77086
Project Number: - Project Name: BRIARPARK GREEN - Address: 3151 BRIARPARK DRIVE HOUSTON, TX 77042 - Project Type (s): Elevator Maintenance

CERTIFICATE HOLDER

GRANITE PROPERTIES, INC.
ATTN: JONATHAN BELL
5601 GRANITE PARKWAY, SUITE 800
PLANO, TX 75024
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|---------------------------------|-----------|--|
| AGENCY | | NAMED INSURED THYSSENKRUPP ELEVATOR CORPORATION |
| POLICY NUMBER See First Page | | |
| CARRIER See First Page | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GRANITE PROPERTIES, INC.; HOUSTON G.P. I, LTD; GRANITE WESLAYAN PARTNERS, LTD; NWX PARTNERS, LTD; GRANITE VENTURE PROPERTIES, LTD; GRANITE-METLIFE VENTURES, LP; GPI-3355 AL, LP; GPI BRIARPARK GREEN, LP

The Additional Insured(s) listed above is/are added as Additional Insured(s) with respect to Automobile, General Liability and Umbrella policies, but only to the extent required by written contract and only to the extent that coverage is afforded under these policies.

The insurance shall be primary and non-contributory with respect to the Additional Insured where required by written contract.