## **Region 4 Education Service Center (ESC)**

**Contract #R200501** 

for

Elevator Industry Equipment, Repair, Related
Products and Services

with

**Schindler Elevator Corporation** 

Effective: October 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Schindler Elevator Corporation, effective October 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

## APPENDIX A

## **CONTRACT**

This Contract ("Contract") is made as of \_\_\_\_\_\_\_, 201X by and between Schindler Elevator Corporation ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Elevator Industry Equipment, Repair, Elated Products and Services ("the products and services").

## **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R #20-05 for Elevator Industry Equipment, Repair, Elated Products and Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

## 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time:
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

<u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4

- ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 18) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 19) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 21) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 22) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 23) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 25) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

- and standard practices to protect workers, general public and existing structures from injury or damage.
- 26) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 28) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 29) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 31) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 32) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

# OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Schindler Elevator Corpora	ation
Address	20 Whippany Road	
City/State/Zip	Morristown, NJ 07960	
Telephone No.	(973) 224-8236	
Email Address	rick.bonds@schindler.com	
Printed Name	Rick Bonds	
Title	Director, Key Accounts	
Authorized signature	— Docusigned by:  Rick Bolads	
Accepted by Region 4 ESC	— 98968C0EA95542E	
Contract No. R200501	_	
nitial Contract TermOctob	per 1, 2020to	September 30, 2023
Magasta Region 4 ESC Authorized Bo	Basel Dard Member	8/25/2020 <b>Date</b>
Margaret S. Bass		
Print Name		
Linda Jin	nerman	8/25/2020
Region 4 ESC Authorized Bo	Date	
Linda Tinnerman		
Print Name		

Schindler Elevator 6631 N. Belt Line Rd. Suite 130 Irving, TX 75063



July 10, 2020

Omnia Partners Region 4 7145 West Tidwell Rd. Houston, TX 77092

To whom it may concern,

Thank you for the opportunity to provide a response to the Request for Proposal solicitation 20-05. It is my privilege to tender the attached response with supporting documentation.

Schindler has a long history of providing services to public sector customers. In 2019, Schindler revenue to public sector customers exceeded \$100M. Even with the difficulties being faced by Covid-19, Schindler's 2020 revenue to public sector customers is on track to exceed this amount.

Schindler is offering two unique programs which Omnia Partner members currently do not have access to with your existing elevator and escalator vendors. First, Schindler is the only elevator and escalator company in the United States to offer manufacturing of both escalators and elevators within the United States. This will add significant value to Omnia Partner members who are required to comply with the Buy America Act, US Steel procurement laws, and avoid tariff, custom, and shipping issues. In fact, there are Omnia Partner members who currently have no alternative but to go outside the Omnia Partner agreement in order to purchase equipment for installation or modernization. Adding Schindler as an Omnia Partner vendor will eliminate this existing gap in coverage to your members.

Secondly, Schindler Elevator is the only elevator company in the United States with full integration capability with work order systems Service Channel and Corrigo. This is a substantial benefit to your members that use these work order systems as it enhances response times, eases communication flow, and allows for more compliant invoicing.

In order to fully comply with the bid documents, I have included all written responses following this letter, and have also included those responses in the tab format requested on RFP Page 7.

Thank you again for the opportunity to present pricing. We welcome any questions or feedback.

Sincerely,

Daniel J. Winder Key Account Manager 972-358-5063

Daniel.Winder@Schindler.com

Page	Article	Sect.	Sub	Sub	Question
12&13	IV		2 a	i	Labor Rates/Pricing Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin
	13 IV		2 a	ii	or Jump Drives). Is pricing available for all products and
	13 IV		2 a	iii	services?
	13 IV		2 a	iv	Provide a summary of your product/service offering. Include brands that are serviced, as well, as any exclusions.
	13 IV		2 a	v	Describe general maintenance including written controls, hazardous material and quality control
	13 IV		2 a	vi	Describe personnel training.

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Describe your ordering methods, online

tracking and record keeping system.



Response

Attached is a rate sheet for every office and Schindler location in the United States. These rates are for Omnia Partner members who sign an agreement to use Omnia Partners with Schindler Elevator. Also attached is a pricing configurator which can be used for base maintenance pricing availabel to Omnia Partner members who use the Schindler agreement.

Included in hard copy envelope

Yes

Elevator and escalator maintenance, installation, modification and repair. Maintenance and repair of some other equipment such as moving walks, dumbwaiters and wheelchair lifts. Schindler services all brands of equipment. Some offices may not service Fujitch or Mitsubishi elevators and Montgomery escalators due to necessary tooling to do the job and other issues associated with servicing.

Maintenance is specific to each unit type based on customer requirements, OEM recommendations, usage, condition, age, and jurisdictional requirements among other factors. Sample Maintenance tten Control Plans and Log Sheets for each type of unit is made available as strol part of this bid package, for each type of unit we maintain.

See attached "Employee & Safety Training." Technicians receive formal training through their apprenticeship program. Testing and certification is done prior to becoming a journeyman. Schindler provides continuing education to technicians.

Orders maybe placed by reaching out to Dan Winder, the single point of contact National Account Manager who will handle all Omnia Partner member inquiries for Schindler, via cell phone or email. All inquiries will then be directed to the local office for pricing under the Omnia Partners member agreement rate and discount schedule. Equipment data and record keeping is tracked online via the Schindler ActionBoard program as is available on a self-serve basis. If a member or Omnia wishes, Schindler will provide the reports as needed.

Partner member who choose to use Schindler under the Omnia Partners program regardless of contract size, number of units, length or value of contract, or contract terms. Additional discounting will be available as follows:

If the Omnia Partners total number of units with Schindler is in the following categories, we will offer new customers the following discount upon the start of their contract. This discount will last throughout the duration of their contract:

1-50 Units: 1% 51-100 Units: 2% 101-200 Units: 3% 201-300 Units: 4% 301-500 Units: 5% 501-700 Units: 6% 701-900 Units: 7% 901+ Units: 8%

Describe any special offers, promotions, additional discounts or rebates available. Additional discounts or rebates may be offered 10 year + contract: 5% discount for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Describe how customers verify they are

Propose the frequency of updates to the Offeror's pricing structure. Describe any

offering a catalog contract with discounts by

category, while changes in individual pricing

Describe how future product introductions will

Provide any additional information relevant to

Describe payment methods offered.

change over the term of the Contract

be priced and align with Contract pricing

this section. (Products/Services/Pricing)

receiving Contract pricing.

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3 year contract: 2% discount 5 year contract: 3% discount

Semi-Annual Payment terms: 1% discount

Annual pre-pay: 2% discount

Customers will see "Omnia Partners Discount" on every maintenance invoice for verification. They may also reach out to either the local representative in their area, or the national representative for further verification. The specially discounted Omnia Partners hourly rates will be included as part of their contract, which they can also verify as needed. Payment methods are check, ACH, credit card, purchase order

proposed indices to guide price adjustments. If The pricing structure is updated annually on the anniversary date of the contract. We cap any escalations for Omnia Partner special hourly billing rates at a maximum of 5%, OR at 20% of the Consumer Price Index may change, the category discounts should not metals materials index, and 80% the IUEC union wages increase, whichever is less.

All products being offered under the Omnia Partner contract will be at the same discounted rate structure off base pricing, as outline above. Even new product rollouts will be offered at these premium discounts. Attached is a rate sheet for every office and Schindler location in the United States. These rates are for Omnia Partner members who sign an agreement to use Omnia Partners with Schindler Elevator.

			Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for	
			marketing the products and services	
13 IV	2 b	i	nationwide, and describe how volume will be tracked and reported to OMNIA Partners The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract	See attached letter regarding Term and Conditions Clarifications under Tab 1
			award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance	
14 IV	2 b	ii	Form	See above
			Include completed Appendix D, Exhibits F.	
14 IV	0 h	111	Federal Funds Certifications and G. New	One official
14 IV	2 b	iii	Jersey Business Compliance	See attached Emergency (entrapment) work orders are handled immediately. The closest technician to the emergency is dispatched to the location. That technician closes the job they are on, leave immediately for the
•			Describe how Offeror responds to emergency	emergency site, and resolve the emergency. Once the emergency is
14 IV	2 b	iv	orders.	resolved, the technician will return to their regularly scheduled work.
14 IV	2 b	V	What is your business philosophy?	Our goal at Schindler is to provide the highest level of elevator service, repair, modernization and new installations available in the industry. The Field Superintendent's main responsibility is the supervision of the
			What is your practice to assist agency in	service and repair technicians that work on the equipment so as to conform to customer and company requirements as related to quality improvement, safety, customer satisfaction, and cost improvements in support of their Area objectives. They are also responsible for employee selection, training and safety for all assigned projects. If additional staffing is needed they will discuss with the local Branch Managers and/or District
14 IV	2 b	vi	maintenance?	Managers.
				Response time may vary by contract, however the Schindler standard is 4
14 IV	2 b	vii	What is Offeror's average on time callbacks?	hours during normal business hours.

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		•	·	1	The Schindler Customer Service Network (SCSN) handles calls for service on elevators and escalators. At the call center located in Holland, Ohio, the team works hard to respond quickly and professionally to your requests and to efficiently dispatch a Schindler technician to resolve problems. Team SCSN is dedicated in providing customers with a portal to call 24 hours a day 7 days a week for placing service calls. During these service calls a certified SCSN employee will enter the description of the unit malfunction and or basis of the call into our SAP system, dispatch the service technician(s), and provide the customer with an ETA (Estimated Time of Arrival). Once the customer receives an ETA and the technician(s) fixes the malfunction, the service request is considered closed. Schindler also audits over 1000 calls per month to assess call handling time, dispatch time, delivery of ETA information, and closeout.
					For everyone involved in handling calls, both our SCSN associates and our technicians, this helps reinforce our goal of prompt, efficient handling of your requests. Our SCSN people do a lot more than handle your service calls. One group performs extensive analysis of the root-cause issues reported during callback closeouts. Using this information, they can help identify certain components and types of equipment experiencing
				What is the Offeror's "Emergency Call Back"	significant reliability issues. This information is shared with our Service Engineering group, which works to develop product and service solutions
1	4 IV	2 b	viii	process? What is the average response time?	to further improve reliability. Response time may vary by contract.  Attached are the tasks associated with the maintenance modules.
				If applicable, describe your Inspection Services	Modules may change depending on contractual requirements and as
1	14 IV	2 b	ix	and process.	processes are updated.
					Schindler's job site housekeeping standards and policy reflect the understanding that proper storage and disposal of materials is a significant part of the safe work environment. Each Schindler employee is responsible for maintaining their immediate work area free of trip hazards, trash and debris or any other non-necessary materials. All trash and packing materials are to be disposed of in the appropriate containers at the completion of the related task or no later than the end of the shift. All tools are to be stored properly after use and secured by the end of the shift. Schindler employees are expected to use job site sanitation facilities provided and adhere to any site-specific housekeeping requirements in addition to the requirements specific to Schindler. The Mechanic-in-charge and the superintendent audit housekeeping practices during site
				December of the state of the st	inspections to ensure compliance to Schindler and site standards.

Describe your ability to keep occupied work

sites protected and waste free.

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Schindler will consult and follow the job site's waste management plan to

ensure all wastes are placed in designated areas.

14 IV	<b>2</b> b	хi	Describe Offeror's ability to meet service and warranty needs.
14 IV	2 b	xii	Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
14 IV 14 IV	2 b 2 b	xiii xiv	Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.  Describe Offeror's contract implementation/customer transition plan.
14 IV.	; 2 b	xv.	Describe the financial condition of Offeror.

Because of our systems integration and revolutionary technology, Schindler can service your needs in real time. This scheduling prioritizes the completion of preventative maintenance and incorporates additional requests off scheduled maintenance visits. Our real-time scheduling tool, known as Schindler's Repair Planner, allows Schindler to place customer requests, local inspection authority work, or 3rd party tasks into our technician's daily work flow. In Schindler's Service Excellence model these additional items are pulled into our technicians Field Link when they arrive at a location to complete preventative maintenance. We are the first in the industry to fully integrate all our service technology tools into one seamless platform.

Any perceived problem is initially handled between the local property manager and the local Schindler representative. All phone call messages received by Schindler shall be returned within 24 hours, even if it is to only acknowledge receipt of the complaint. If the reported problem cannot be immediately resolved, further follow-up and an action plan will be provided to the customer within 48 hours. In the event of a dispute local customer management will to work though the issue. If the local parties cannot come to a resolution, Schindler's national account manager will discuss and work toward resolution with customer's national point of contact. Maintenance customers are billed by the Service Invoicing Specialist in a time frame consistent with the terms and conditions of their maintenance contracts (annually, quarterly, monthly, etc). Invoices are generated approximately mid-month in the month preceding the invoice date. E-Pay Cusomer Portal is a website where customers can make payments and access copies of invoices or statements for their accounts. Via the portal, customers can pay invoices with either credit cards or electronic checks (E-Checks). Payments are accepted in a secure environment by credit card: American Express, Visa, MasterCard or E-Check and customers can self register.

#### Attached

Schindler Elevator has been in business over 140 years, with 2019 revenue of \$9 Billion which affirms the financial stability of the company. As a publicly traded company, the financial data is available in our annual report. Anything not in the annual report could be considered proprietary. We can share with you that our history of growth and projections have us positioned as one of the four largest elevator companies in the World and the largest in many markets.

				https://www.schindler.com/us/internet ahead.html
14 IV	2 b	xvi	Provide a website link in order to review website ease of use, availability, and capabilities related to ordering and reporting. Describe the website's capabilities and functionality.	Schindler AHEAD is an analytical tool predictively analyze and resolve poss on connected equipment. This reduce Building owners and facility managers performance and commercial data abbetter maintenance and management involved parties to provide relevant in
14 IV	2 b	xvii	Describe the Offeror's safety record.	As stated in the OSHA form filed for 2 injuries. There were 17 cases requiri with job transfer or restriction and oth
			Provide any additional information relevant to this section. (Performance and Capability)	See all comments above
14 IV	2 b	xviii	this section. (Ferformance and Capability)	
14 IV	2 c	i	Provide a brief history of the Offeror, including year it was established and corporate office location.	Headquartered in Morristown, N.J., ar more than 150 locations, Schindler El American operating entity of the Switz of the leading global manufacturers of walks. Founded in 1874 in Lucerne, Schindler, it is a closely held of stock exchange. Mr. Thomas Oetterli CEO effective April 1, 2016. Mr Silvio Board of Directors and its Executive C Schindler mobility solutions move more all over the world. Behind the companin over 100 countries throughout Euro Africa and South America, with manufaround the world. The company's world outside of Lucerne, Switzerland.
14 IV	2 C	1	location.	Schindler Elevator is the third largest the United States with a reputation for record of any major provider, and inivi- history of manufacturing in the United strong reputation for delivering results
14 IV	2 c	ii	Describe Offeror's reputation in the marketplace	marketplace, especially in public sector based industry is a strong competitive
			•	

https://www.schindler.com/us/internet/en/service-maintenance/schindlerahead html

Schindler AHEAD is an analytical tool which enables Schindler to predictively analyze and resolve possbile service issues before they occur on connected equipment. This reduces and eliminates downtime. Building owners and facility managers have access to operational performance and commercial data about their equipment portfolio for better maintenance and management. This platform connects all involved parties to provide relevant information in real time

As stated in the OSHA form filed for 2019, there were 0 deaths, 80 injuries. There were 17 cases requiring days away from work; 41 cases with job transfer or restriction and othere recordable cases is listed as 22.

Headquartered in Morristown, N.J., and employing over 5,000 people in more than 150 locations, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group, one of the leading global manufacturers of elevators, escalators and moving walks. Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange. Mr. Thomas Oetterli was appointed Schindler Group's CEO effective April 1, 2016. Mr Silvio Napoli has been Chairman of the Board of Directors and its Executive Committee since April 2017. Schindler mobility solutions move more than one billion people every day all over the world. Behind the company's success are 57,000 employees in over 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world. The company's world headquarters is located just outside of Lucerne, Switzerland.

Schindler Elevator is the third largest elevator and escalator provider in the United States with a reputation for quality engineering, the best safety record of any major provider, and inivative technology. Due to the long history of manufacturing in the United States, Schindler also enjoys a strong reputation for delivering results in a complex and competitive marketplace, especially in public sector work where Buy America and US based industry is a strong competitive advantage.

		Carrie Marie
		P-
		/

14 IV	2 c	iii	Describe Offeror's reputation of products and services in the marketplace
14 IV	2 c	iv	Describe the experience and qualification of key employees
14 IV	2 c	V	Describe Offeror's experience working with the government sector.

Schindler has received accolades from consultants, customers, and even industry peers for industry leading technology and maintenance services. Schindler's Adaptive Service Model customizes maintenance for specific OEMs and elevator/escalator usage to increase reliability and reduce shutdowns. This has led to an earned reputation for excellence and quality. Schindler's portfolio of products are second to none, and in fact some of our largest competitors routinely purchase parts manufactured by Schindler, or even enter into manufacturing agreements with Schindler based on the Schindler repuation for quality, craftmanship, and reliability. Greg Ergenbright has served as President for Schindler, US Operations since April, 2013. Prior to this position, he was Vice President for the East Area. Greg joined Schindler rom Norment Security Group where he served as President/CEO. Prior to this position, Ergenbright worked for Otis Elevator for 15 years in positions of increasing responsibility leading to a Region General Manager position.

Martijn Oechies: Senior VP, Existing Installations - Martin assumed the role in February 2020. He has been with the senior management team in Germany as part of Schindler Group. He has held a variety of roles in Germany including Field Operations Director since starting with Schindler in January 2013.

Schindler has decades of experience in federal, state, and local government work on new installation, maintenance, repair, and modernization of elevators and escalators. Currently Schindler has over 1,000 government jobs in the United States, worth in excess of \$100M in annual revenue.

	•				
1	15 IV		2 c	vi	Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.  Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual
1	15 IV		2 c	vii	volume.  Provide any additional information relevant to
1	15 IV		2 c	viii	this section. (Qualification and Experience) Provide any additional information related to products and services Offeror proposes to
1 Exhibit A	15 IV		2 d	í	enhance and add value to the Contract.
5	51	3	3.1 A		Brief history and description of Supplier to include experience providing similar products and services
5	51	3	3.1 B		Total number and location of sales persons employed by Supplier
5	1	3	3.1 C		Number and location of support centers (if applicable) and location of corporate office
5	1	3	3.1 D		Annual sales for the three previous fiscal years

Submit FEIN and Dunn & Bradstreet report.

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3.1 D

Schindler Elevator Corporation may have various pending litigation in a number of different jurisdictions. Records of any such issues are handled by both internal and external counsel and as such, are not kept in a central location in a manner that would permit easy access for each pending matter. Certain details are considered confidential. Most of these matters are considered in the ordinary course of our business and do not impact our ability to complete the work required by this solicitation.

Customer reference in Tab 4

#### See first page of Tab 5

Founded in 1874, Schindler Elevator Corp. moves more than one billion people every day all over the world. Behind the company's success are 57,000 employees in over 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world. Schindler services ALL makes and models of elevators and escalators.

Schindler manufactures, installs, services and modernizes elevators, escalators and moving walks for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and microprocessor technology

More than 160 locations throughout the US and Puerto Rico. Over 600 sales persons nationwide.

products designed and rigorously tested for safety, comfort, efficiency and

Schindler has over 160 local offices throughout the US and Puerto Rico dedicated to serve our customers. Headquartered in Morristown, NJ, our operations include four factories, two training centers and a R&D facility. Our footprint is larger than our competition, which guarantees reasonable response times and service quality.

All values are in Swiss CHF million. 2017=10,179; 2018 = 10,879; 2019 = 11,271

FEIN number is 34-1270056; D& B 09-480-9993 Schindler does not share information with D&B and thus the ratings in this report are highly inaccurate.

51	, 3	3.1 E	,	Describe any green or environmental initiatives or policies. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any	Some of our green initiatives include: LEED Gold certification for our Hanover, PA manufacturing facility; replacing 500 sedans in our fleet with Toyota Prius Two vehicles; the latest in green technology for all Schindler products; local material sourcing and "hub" distribution to reduce energy and transport emissions
51 .	3	3.1 F		diversity programs, provide a list of diversity alliances and a copy of their certifications.	Existing supplier certifications are housed with the respective Strategic buyer who manages the vendor relationship.
51	3	3.1 G	а	Minority Women Business Enterprise	No
51	3	3.1 G	b	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise	No
52	3	3.1 G	С	Historically Underutilized Business (HUB)	No
52	3	3.1 G	d	Historically Underutilized Business Zone Enterprise (HUBZone)	No
52	3	3.1 G	e	Other recognized diversity certificate holder List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying	No  It is Schindler's intentions to use their own workforce to complete the
	3	3.1 H	·	agency.	requirements of this contract and sub tier suppliers will not be required. Schindler has many features that will differentiate ourselves from our competition. The most important is the way we communicate both internal and externally. The tool we use to do so is Schindler AHEAD. AHEAD is our online database that allows the customer to see what is going on with their elevators in real time including preventative maintenance, callbacks, repairs, etc. AHEAD is accessible through any internet connection or smartphone. Schindler AHEAD is an innovative method for your elevators to communicate with us directly. It allows us to know what is going on 24/7 with your elevators. In the event an elevator shuts down we will be notified through our call center where additional diagnostics can take place. In addition, with the use of Schindler AHEAD,
52	3	3.1		Describe how supplier differentiates itself from its competitors.	we may also be able to reduce if not eliminate extra costs for frivolous or nuisance calls due to "running on arrival"

				•
52	3	3.1 J .		Describe any present or past litigation, bankruptcy or reorganization involving supplier Felony Conviction Notice: Indicate if the supplier: is a publicly held corporation and this
52	3	3.1 K	а	reporting requirement is not applicable is not owned or operated by anyone who has
52	3	3.1 K	b	been convicted of a felony; or c is owned or operated by and individual(s) who
52	3	3.1 K	С	has been convicted of a felony and provide the names and convictions.  Describe any debarment or suspension
52	3	3.1 L		actions taken against supplier
52	3	3.2 A		Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
		•	i,	
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				Describe how supplier proposes to distribute the products/service nationwide. Include any
52 <sup>°</sup>	3	3.2 B		states where products and services will not be offered under the Master Agreement, including i U.S. Territories and Outlying Areas

Schindler Elevator Corporation may have various pending litigation in a number of different jurisdictions. Records of any such issues are handled by both internal and external counsel and as such, are not kept in a central location in a manner that would permit easy access for each pending matter. Certain details are considered confidential. Most of these matters are considered in the ordinary course of our business and do not impact our ability to complete the work required by this solicitation.

Not applicable - Schindler is a publicly held corporation

Not applicable

Not applicable

#### None

Elevator and escalator maintenance, installation, modification and repair. Maintenance and repair of some other equipment such as moving walks, dumbwaiters and wheelchair lifts. Schindler services all brands of equipment. Some offices may not service Fujitch or Mitsubishi elevators and Montgomery escalators due to necessary tooling to do the job and other issues associated with servicing.

Schindler has a wide variety of relationships nationally that will lead to business opportunities immediately with Omnia Partners. The National Account Manager assigned to Omnia Partners will be holding workshops with offices across the Country (via video conference until travel restrictions are lifted) to introduce the Omnia Partners agreement, set sales goals for local offices, and implement immediate opportunities for portfolio growth. In addition, we have an inside sales team that is Centrally located in Holland Ohio that qualifies and calls on noncustomers to discuss the value of working with Schindler. We will request that Omnia Partners review and approve any Omnia Partners member marketing program before we put it into place. It is our goal to make the program widely and immediately available, while not cold-calling customers in a way that would not demonstrate a good partnership. Schindler plans to distribute the products/services to the entire United States with the exception of Guam. The market for elevators & escalators g in Guam is very small, and at this time we do not have a presence on Guam other than some third-party contracts through other providers.

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53	3	3.2 E	
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3.3 A

Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement

Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to

Participating Agencencies can validate pricing by looking at each maintenance invoice, which will show the Omnia Partners discount on the face of the invoice. Each year Schindler audits the Omnia Partner customer list within Schindler to validate all contracts, and double check to make sure the discounts are being properly applied.

#### N/A

Schindler Service Center (SSC) is a warehouse in Maumee, Ohio which provides a large inventory of OEM and after-market parts to all Schindler offices. Approximately 50,000 different replacement parts are stored at the warehouse. There are also parts distribution warehouses located in Clinton, North Carolina and Hanover, Pennsylvania. Upon execution of the Omnia Partners contract, an announcement will be distributed to all Schindler sales offices nationally. The announcement will be made by Senior Executive Leadership for Schindler, and will include a full endorsment of the Omnia Partners contract, along with strong encouragment to all offices to begin using the program immediately. This will happen within the first 5-10 days of the execution of the Omnia Partners contract.

Days 1-30: Internal press release from executive office. Video conferences with ALL sales offices nationally within Schindler, chaired by the Schindler National Account Manager responsible for the Omnia Partners program, explaining the Omnia Partner contract, pricing, member benefits, and sales strategy. Each sales territory will be given a customized list for their area, and encouraged to approach existing Schindler customers to guage willingness to move their contract to the Omnia Partners contract.

Days 31-60: Schindler customers will be encouraged to move to the Omnia/Schindler contract. We will not "spam" Omnia members, but will make the program available with incentives to use the contract. Days 61-90: Additional follow-up to the field offices, and follow-up to implement the Master Agreement as supplier's Schindler customers on the benefits of the Omnia/Schindler program and encouragement to make the switch. At this time we we also re-do the press release and use a success story of the first 60 days to reempahsize the importance of the program.

	E.			
53	3	3.3 A	i	Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
				Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within

first 90 days

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3.3 A

Upon execution of the Omnia Partners contract, an announcement will be distributed to all Schindler sales offices nationally. The announcement will be made by Senior Executive Leadership for Schindler, and will include a full endorsment of the Omnia Partners contract, along with strong encouragment to all offices to begin using the program immediately. This will happen within the first 5-10 days of the execution of the Omnia Partners contract.

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Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:  Creation and distribution of a co-branded press release to trade publications Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
Design and the discount of the title of the

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Design, publication and distribution of cobranded marketing materials within first 90 days

Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

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Schindler would welcome the opportunity to co-brand advertisements in trade publications as appropriate opportunities become available.

Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Within the first 90 days, Schindler will produce a co-branded "Sell Sheet" for distribution to customers, potential customers, for use at trade shows, and for marketing efforts. This will explain the benefits of using the Omnia partners agreement, along with single point of contact info.

Meetings, Regional Cooperative Summits, etc.) Schindler uses event participation and conferences as major marketing and supplier-specific trade shows, conferences tools, and we look forward to participating! At the current time we are and meetings throughout the term of the under a COVID-19 related travel restriction, but plan to resume normal travel and participation as soon as it is practical.

53	3	3.3 B	v	Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector
53	3	3.3 B	vi •	Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement Ongoing marketing and promotion of the Master Agreement throughout its term (case
53	3	3.3 B	vii	studies, collateral pieces, presentations, promotions, etc.) Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's
54	3	3.3 B	viii	website with:
54	3	3.3 B	viii	OMNIA Partners, Public Sector standard logo;
54	3	3.3 B	viii	Copy of original Request for Proposal; Copy of Master Agreement and amendments between Principal Procurement Agency and
54	3	3.3 B	viii	Supplier;
54	3	3.3 B	viii	Summary of Products and pricing;
54	3	3.3 B	viii	Marketing Materials Electronic link to OMNIA Partners, Public Sector's website including the online

registration page; •

A dedicated toll-free number and email address for OMNIA Partners, Public Sector

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3.3 B

3.3 B



Schindler will attend, exhibit, and participate as soon as reasonable practical. We would also like to look into being event speakers or presenters if the opportunity arises.

ne Schindler would welcome the opportunity to co-brand advertisements in trade publications as appropriate opportunities become available.

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Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites.

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Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Schindler can provide a dedicated email/phone number, but would prefer to give direct access to the National Account Managers cell phone and email so responses can be more direct and immediate. We will defer to Omnia's preference.

		-		Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be
54	3	3.3 C		positioned among the other cooperative agreements.  Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA
54	<b>3</b>	3.3 D		Partners, Public Sector logo will require permission for reproduction, as well. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives
54	3	3.3 E		should communicate:  Master Agreement was competitively solicited and publicly awarded by a Principal
54	3	3.3 E	i	Procurement Agency
54	3	3.3 E	ii	Best government pricing
54	3	3.3 E	iii	No cost to participate
54	3	3.3 E	iv	Non-exclusive
				Confirm Supplier will train its national sales force on the Master Agreement. At a
54	3	3.3 F		minimum, sales training should include:
54	3	3.3 F	i	Key features of Master Agreement
54	3	3.3 F	ii	Working knowledge of the solicitation process Awareness of the range of Public Agencies that can utilize the Master Agreement through
54	3	3.3 F	iii	OMNIA Partners, Public Sector Knowledge of benefits of the use of
54	3	3.3 F	' iv	cooperative contracts

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3.3 G

Provide the name, title, email and phone number for the person(s), who will be

responsible for:

All current Schindler customers (who are also part of Omnia) will be able to participate, with no closing date. The member will be able to join at any time they wish with a new contract, taking advantage of the Omnia rates and discounts once a participation agreement is signed. While public agency partners are not required to participation, Schindler will encourage the participation as much as possible.

Agreed

Agreed

This is an area where Schindler excels. We have a very large sales force and the sales reps and mangers are excited and committed to this opportunity for growth! It will be a welcome new agreement and will be marketed aggressively. Training will include video calls within 30 days of contract award, follow-up sessions, and dedicated lists of target markets.

55	3	3.3 G	i	Executive Support	Rick Bonds, Dire
55	3	3.3 G	ii	Marketing	Dan Winder, Key 358-5063
55	3	3.3 G	iii	Sales	Dan Winder, Key 358-5063
55	3	3.3 G	iv	Sales Support	Dan Winder, Key 358-5063 Anita Beilhart, N
55	3	3.3 G	v	Financial Reporting	Anita Beilhart@s Anita Beilhart, N
55	3	3.3 G	vi	Accounts Payable	Anita Beilhart@s Sheri Trzcinski, I
55	3	3.3 G	vii	Contracts Describe in detail how Supplier's national sales force is structured, including contact	sheri.trzcinski@s
55	3	3.3 H		information for the highest-level executive in charge of the sales team.	Rick Bonds, Dire 8236 The local Schind
55	3	3.3 l <u>.</u>		Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.	Initially, the publi Managers, and we the Omnia progrethe National Acc appropriate sales close out. Schindler will manational and loca National Accounterforts, coordinate office account metallic account metallic and sales.
55	3	3.3		Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc	Sales Managers training program

Rick Bonds, Director Key Accounts, rick.bonds@schindler.com, (973) 224-3236
Dan Winder, Key Account Manager, daniel.winder@schindler.com, (972) 358-5063
Dan Winder, Key Account Manager, daniel.winder@schindler.com, (972) 358-5063
Dan Winder, Key Account Manager, daniel.winder@schindler.com, (972) 358-5063
Anita Beilhart, National Account Coordinator, Anita.Beilhart@schindler.com (419) 491-5773
Anita Beilhart, National Account Coordinator, Anita.Beilhart@schindler.com (419) 491-5773
Sheri Trzcinski, Manager National Accounts, sheri.trzcinski@schindler.com, (419) 867-5214

Rick Bonds, Director Key Accounts, rick.bonds@schindler.com, (973) 224-8236

The local Schindler sales teams are led by Territory Sales Managers. Initially, the public sector team would be introduced to the Territory Sales Managers, and would be asked their best practices on how to best grow the Omnia program. The Territory Sales Managers would also work with the National Account Manager to funnel all opportunities to the appropriate sales representative in each office for follow-up and sales close out.

Schindler will manage the overall national program by using both a national and local approach. Nationally, a single point of contact (the National Account Manager) will lead and direct sales and marketing efforts, coordinate timely responses to any sales requests, and train local office account managers on working with Public Agency customers. The National Account coordination group will perform all contract administration tasks, including reporting, booking of contracts, and full circle responses. The National Account Manager will work with 9 Territory Sales Managers (if the contract is awarded nationally) on a national sales training program administered via video conference to local offices. The marketing efforts will be ongoing with quarterly and annual reviews, promotions, and analysis.

55	3	3.3 J	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
55	3	3.3 K	Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
			Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). \$00 in year one;
55	3	3.3 L	\$00 in year two ; \$00 in year three

Schindler's 2019 revenue on Public Agency Sales was in excess of \$100M. Schindler does not currently segment public vs. private ownership, so an exact amount is not readily available. Additionally, the below spending only relates to maintenance and repair.

Note: Please let Schindler know if Omnia would like to contact any of the below listed individuals so that we may obtain their permission, and provide direct contact information:

New York Univ. 2019 Revenue: \$7.5M - Contact: Alexandra Freiman Maryland Transp. Administration 2019 revenue: \$6.5M - Contact: Michael Gilhooly

Metro Altanta Transp. Authority 2019 revenue: \$5.7M - Contact: Gary Dinsmore

DC Transportation Authority 2019 revenue: \$5.1M - Contact: John Cirillo Baltimore Area Airports 2019 revenue: \$5M - Contact: Shari Robertson Minneapolis/St. Paul Airports 2019 revenue: \$4.7M - Contact: Rick Valentino

Orange County Florida Transportation 2019 revenue: \$4M - Contact: Tom O'day

st Broward County Florida 2019 revenue: \$3.7M - Contact: Lori Vassello Seatac Transportation Authority 2019 revenue: \$3.2M - Contact: Doug Sinclair

Chicago Airport Authority 2019 revenue: \$2.8M - Contact: Michael Stein

Schindler leads the elevator/escalator industry with proprietary ActionBoard software available only to Schindler customers, ActionBoard is a comprehensive web and app based system that shows all service calls, upgrades, maintenance visits, and system information. We are also the only elevator vendor in the United States who are fully integrated with Service Channel and Corrigo work order management systems. Schindler is not able to guarantee a certain level of sales the first three years, but Omnia will have the full commitment of Schindler Elevator to market, position, and promote the use of Omnia Partners as a renewal r option for existing customers as well as a go-to market strategy. We are the only elevator / escaltor company in the United States who is able to manufacture and sell American made escalators (from our factory in North Carolina). This puts us in a unique position to aggressively provide Omnia Partners entry into the new installtion escalator market in the r United States with Public Agencies bound to honor the Buy America clauses.

<b>55</b>	•		3.3 M 3.3 M	i	Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).	See attachments "A" and "B" for labor rates nationally and maintenance pricing.
,					If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners,	
55	3	;	3.3 M	ii	Public Sector under the Master Agreement. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to	See below
55	3	;	3.3 M	iii	OMNIA Partners, Public Sector).  If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional	See below .
55	3	3	3.3 M	iv	proposal.	See below Schindler's go-to market strategy with Omnia Partner members is to use the Omnia Partner agreemnt and agressively price each opportunity. We will not offer lower pricing outside the Omnia Partner contract for the same scope of work or same terms and conditions to members who request to go outside the agreement. Schindler will pay Omnia Partners
55	3	3	3.3 M			the administraive fee for any member who uses the Omnia Partner contract, even if bid conditions require pricing lower than the standard Master Agreement pricing.
Exhibit G New				)		······································
86 86					Ownership Disclosure Form Non-Collusion Affidavit	
86					Affirmative Action Affidavit	
86					Political Contribution Disclosure Form	
86					Stockholder Disclosure Certification	



## APPENDIX A

## **DRAFT CONTRACT**

This Contract ("Contract") is made as	of	, 201	1X by an	d b	etween		
	("Contractor")	and	Region	4	Education	Service	Center
("Region 4 ESC") for the purchase of							("the
products and services").							

## **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) <u>Scope</u>: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

## 11) TERMINATION OF CONTRACT

- a) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the Scope of Work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) <u>Delivery/Service Failures</u>. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) <u>Standard Cancellation</u>. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) <u>Licenses</u>. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

- shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) <u>Survival Clause</u>. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) <u>Delivery</u>. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) <u>Inspection & Acceptance</u>. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) <u>Payments</u>. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) <u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

- sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) <u>Discontinued Products</u>. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the Scope of Work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) <u>Site Cleanup</u>. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) <u>Site Preparation.</u> Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) <u>Safety measures.</u> Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) <u>Smoking</u>. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) <u>Funding Out Clause.</u> A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) <u>Indemnity</u>. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) <u>Certificates of Insurance</u>. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) <u>Legal Obligations</u>. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

## OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name		
A alaba a a		
Accepted by Region 4 ESC:		
Contract No.		
Initial Contract Term	to	
Region 4 ESC Authorized Board Mo	ember	Date
Print Name		
Region 4 ESC Authorized Board Mo	ember	 Date
Print Name		

### Appendix B

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

### Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
5	EE FOLLOW	ING PAGE 8/24/2020 Accepted by Region 4 ESC	

#### **Term and Conditions Clarifications**

Article 11D - Please include the following language: "NI/MOD/Repair: "Any schedules and/or lead times are subject to change based upon permitted and safe access to the site; the availability of items such as personal protective equipment; labor and material for Schindler and its suppliers and subcontractors, as a result of shutdowns and interruptions caused by the response to the Covid-19 outbreak."

Maintenance: "Commencement and continuation of services is subject to change based upon permitted and safe access to the site; the availability of items such as personal protective equipment; labor and material for Schindler and its suppliers and subcontractors, as a result of shutdowns and interruptions caused by the response to the Covid-19 outbreak."

Article 11E; Any individual agreements shall continue and expire as per the terms of those agreements, including cancellation terms.

Article 17, A 4% annual price adjustment will be in effect for both all pricing, including labor rates, and base maintenance pricing.

Article 18; please modify as follows: Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's CONTRACT 20 sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, "upon reasonable request" the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Contractor shall not be required to produce its confidential or proprietary financial information and the audit shall be related to the scope of services under this agreement. The parties agree to enter into a mutually acceptable non-disclosure agreement.

Article 25; any breach of contract will first require 10 days to cure before cancelation of the contract is an available option.

Article 31; Please insert at the end of the first sentence; "with Contractor's consent. Said consent shall not be unreasonably withheld."

Please add; "Neither party shall be liable for liquidated, special, indirect, punitive, or consequential damages."

Appendix C, Doc 5; The majority of Schindler's work is self-performed. As such we are not able to subcontract with small or minority businesses.

Appendix C, DOC #5; Pre-notice of usage of federal funds will be required in order for Schindler to compliy with the requirement on Page 30 for a 100% payment & performance bond. Schindler shall be provided with reasonable notice in the event federal funds are obligate as per the section "Federal Requirements."

Exhibit A; Schindler agrees to pay 3% on all maintenance, new installation, and modernization contract spending if the customer signs a mutually agreeable contract under the Omnia Partners, Schindler Elevator agreement.

OMNIA
Partners Section
Acknowledge

Section 2.1 Corporate Commitment; to section 4 please note that Schindler will require a mutually acceptable contract for each Omnia Partner member, which will tie the Omnia Partner member to the Schindler/Omnia Partner contract.

Regarding Exhibit H, please note that Schindler will require a mutually acceptable contract for each Omnia Partner member, which will tie the Omnia Partner member to the Schindler/Omnia Partner contract.

The bid documents did not include insurance language, please note: Schindler will provide its standard Certificate of Insurance, including Workers' Compensation and Employer's Liability, Commercial General Liability with limits of \$2m per occurrence and \$5m in the aggregate, and Automobile Liability of \$5m per occurrence. Neither party shall be obligated to indemnify the other party beyond the proportionate extent of that party's negligence. Neither party is required to assume the defense of the other.

Please note that Schindler's pricing to Omnia Partners is the lowest pricing offered to any new government based purchasing group, and as such should not be publically shared until a contract is executed.

Page #	Article	Section	Sub-section	Sub-sub section	Question	Response
12&13	IV		2 a	i	Labor Rates/Pricing Media submitted for price list must include the	Attached is a rate sheet for every office and Schindler location in the United States. These rates are exclusively for Omnia Partner members who sign an agreement to use Omnia Partners with Schindler Elevator.  Also attached is a pricing configurator which can be used for base maintenance pricing availabel to Omnia Partner members who use the Schindler agreement.
1	13 IV		2 a	ii	Offerors' company name, name of the solicitation, Is pricing available for all	Included in hard copy envelope
1	13 IV		2 a	iii	products and services?  Provide a summary of your product/service offering. Include brands that are	Yes Elevator and escalator maintenance, installation, modification and repair. Maintenance and repair of some other equipment such as moving walks, dumbwaiters and wheelchair lifts. Schindler services all brands of equipment. Some offices may not service Fujitch or Mitsubishi elevators and Montgomery
1	13 IV		2 a	iv	serviced, as well, as any exclusions.  Describe general maintenance including written controls, hazardous	escalators due to necessary tooling to do the job and other issues associated with servicing.  Maintenance is specific to each unit type based on customer requirements, OEM recommendations, usage, condition, age, and jurisdictional requirements among other factors. Sample Maintenance Control Plans and Log Sheets for each type of unit is made available as part of this bid package, for each type of
1	13 IV		2 a	V	material and quality control	unit we maintain.
1	13 IV		2 a	vi	Describe personnel training.	Technicians receive formal training through their apprenticeship program.  Testing and certification is done prior to becoming a journeyman. Schindler provides continuing education to technicians. See attached "Emplyee Safety & Technical Training"
					Describe your ordering methods, online tracking	Orders maybe placed by reaching out to Dan Winder, the single point of contact National Account Manager who will handle all Omnia Partner member inquiries for Schindler, via cell phone or email. All inquiries will then be directed to the local office for pricing under the Omnia Partners member agreement rate and discount schedule. Equipment data and record keeping is tracked online via the Schindler ActionBoard program as is available on a self-serve basis. If a
1	13 IV		2 a	vii	and record keeping system.	

			Describe any special offers, promotions, additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual	Substantial discounting of labor rates will be available to all Omnia Partner member who choose to use Schindler under the Omnia Partners program regardless of contract size, number of units, length or value of contract, or contract terms. Additional discounting will be available as follows: If the Omnia Partners total number of units with Schindler is in the following categories, we will offer new customers the following discount upon the start of their contract. This discount will last throughout the duration of their contract: 1-50 Units: 1% 51-100 Units: 2% 101-200 Units: 3% 201-300 Units: 4% 301-500 Units: 5% 501-700 Units: 6% 701-900 Units: 7% 901+ Units: 8% 3 year contract: 2% discount 5 year contract: 3% discount 10 year + contract: 5% discount
			spend, guaranteed quantity,	Semi-Annual Payment terms: 1% discount
13 IV	2 a	viii	etc.	Annual pre-pay: 2% discount Customers will see "Omnia Partners Discount" on every maintenance invoice for verification. They may also reach out to either the local representative in
			Describe how customers verify they are receiving	their area, or the national representative for further verification. The specially discounted Omnia Partners hourly rates will be included as part of their contract,
13 IV	2 a	ix	Contract pricing.	which they can also verify as needed.
13 IV	2 a	x	Describe payment methods Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to	
			guide price adjustments. If offering a catalog contract	The pricing structure is updated annually on the anniversary date of the contract. We cap any escalations for Omnia Partner special hourly billing rates
			with discounts by category,	at a maximum of 5%, OR at 20% of the Consumer Price Index metals materials
13 IV	2 a	хi	while changes in individual Describe how future product introductions will be	index, and 80% the IUEC union wages increase, whichever is less.  All products being offered under the Omnia Partner contract will be at the same discounted rate structure off base pricing, as outline above. Even new product
13 IV	2 a	xii	priced and align with Provide any additional	rollouts will be offered at these premium discounts.  Attached is a rate sheet for every office and Schindler location in the United
13 IV	2 a	xiii	information relevant to this section.	States. These rates are exclusively for Omnia Partner members who sign an agreement to use Omnia Partners with Schindler Elevator.

# **Employee Safety and Technical Training Safety Specific Training**

Schindler maintains an on-going safety training program for all field employees, including managers, to ensure that all have been trained in the safe execution of their work assignments. Multiple training processes are used to provide general and task specific training to field employees. Training topics include the OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Lock-out/Tag-out, Electrical Safety, Fire Safety, Personal Protective Equipment, etc.) and industry specific topics, such as Hoistway Access, Escalator Safety, False Cars and Moving Platforms, etc. Schindler employees working at your jobsite will receive site specific training and safety orientation for the site as required. Schindler relies on you to provide us with site specific information only you can provide, such as General Site Layout, Site Emergency Alarms and Procedures, Location of Emergency and Sanitation Facilities, Posted Signage / Requirements, General Site Safety Conditions / Rules, Prohibited Activities and Restricted Locations. Safety training will take place in one of the following four primary venues:

Schindler New Employee Safety Orientation: occurs at hire and includes select general OSHA topics as well as key Schindler/Elevator industry procedures and requirements, administered prior to initial work assignment.

Schindler Monthly Safety Training: occurs monthly and includes annual refresher OSHA topics and key industry specific safety training. Equipment mock-ups (safety stations) are used periodically to allow employees to learn, practice and demonstrate actual techniques used in the field.

Schindler Weekly Toolbox Safety Training: occurs weekly at the jobsite and is a systematic review of all the contents of the Field Safety Handbook throughout the year.

Customer Job Site Safety Orientation: to occur when Schindler employees are assigned to your site and must cover the site-specific topics noted above. The Schindler Field Superintendent or Mechanic-in-Charge at the site will provide the site-specific safety orientation to newly assigned employees if it is not provided by you as the owner / General Contractor.

Records of all safety training are maintained on file in the local offices as well a nationwide database for tracking and monitoring training compliance. Records of applicable or historical safety training will be provided separately by the local Schindler office if requested. Records of Weekly Toolbox and site-specific safety orientation training will be kept by the Mechanic-in-Charge at the jobsite for review.

Additional safety related training to Schindler field employees includes:

OSHA 10 and 30 Hour Training: All Schindler field operations management and Field Superintendents are required to attend the OSHA 10 hour training. Select persons also receive the OSHA 30 Hour training course and there are several managers within Schindler who have taken the 40 hour course as Outreach trainers. Many of the field mechanics have also attended the 10 hour course as part of Schindler initiative to increase employee safety awareness and/or to fulfill site and project specific safety requirements.

First Aid/CPR Training: Field Superintendents are trained in First Aid and CPR. Select field employees are also trained as needed in First Aid/CPR in order to meet project and site requirements for provision of emergency medical services. All employees receive annual First Aid and Hands Only CPR training annually as part of their monthly safety training.

Refer to Appendix 1 for the Schindler Employee Safety Training Matrix defining the training topics and frequency required for field operations personnel based on job assignment.

#### **External Technical Certification**

After completing the structured IUEC (International Union of Elevator Constructors) apprenticeship program consisting of a minimum of four years of classroom and practical training followed by standardized, written and practical testing, a technician is issued the IUEC certification to perform work on elevators, escalators, moving walks and related equipment.

When required, elevator technicians are also tested and certified by state or local regulation. Records of these certifications for employees are kept on file in the local office.

#### **Schindler Technical Certification**

The Schindler Mechanic / Mechanic-in-Charge assigned to lead the installation of equipment at your site will

have received Schindler provided training, both classroom and hands on, for the particular product that is being installed. A separate Schindler trained mechanic, certified in product safety inspection (SAIS Inspector) will perform final product safety and quality inspection and testing of the equipment installed prior to final turn over of the equipment for use.

#### Welder Certification

Local regulations or contract requirements may require a permit or license before using portable cutting or welding equipment (hot work). Each employee assigned to welding will be certified in accordance with those welding regulations

### Site Safety Inspection and Safety Behavior Observation Site Safety Inspections

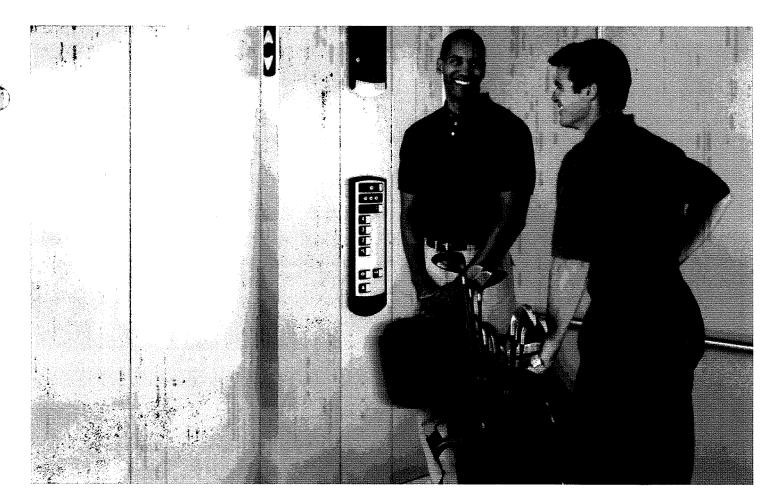
Schindler has developed Site Safety Inspections tailored for elevator construction activities to identify and correct site-specific hazards. Pre-Startup Checklists, specific to the elevator installation work areas, will be utilized prior to beginning this project to identify and address safety issues in advance of work taking place. Forms to be used are provided as an attachment to this document.

Schindler management and / or Field Superintendents will perform site safety inspections no less than monthly, more frequently depending on the size and complexity of the project and phase of work. The site Mechanic-in-Charge will perform a site safety inspection daily as part of daily Job Hazard Analysis creation. All site inspections utilize a structured form to identify and document hazardous conditions requiring corrective action. Inspections are to be kept on file at the job site until the job is completed and then kept in the local office thereafter.

#### Employee Safety Competence Observation and Evaluation: High-Risk Activity Field Evaluation

Each field employee receives a High-Risk Activity Field Evaluation twice per year, performed one-on-one at a field location with their supervisor or manager, to ensure they remain competent in key life safety procedures and behaviors. The evaluation consists of a series of key life-safety behaviors that are defined for work performed in the field (such as Lock-out/Tag-out, Fall Protection, Material Handling, use of PPE, Safe Hoistway Access, etc.). All field supervisors and managers receive training on how to properly conduct this evaluation and provide feedback to the employee. A structured process is used where the field employee is observed performing work at the jobsite and must be able to demonstrate the correct procedure and application of life safety protective measures and is quizzed on supporting policies and procedures. These management team, including the responsible Field Superintendent, Branch or Project Managers and, on occasion, a member of the Safety Management team.

If an employee is not or cannot demonstrate competence in any of the key safety areas during the evaluation, the employee will be removed from the task and retrained, then re-evaluated prior to returning to the task or field. These high-risk safety evaluations are documented in the local office files.



Maintenance Control Program Hydraulic elevators



### **About The Maintenance Control Program**

Schindler Elevator Corporation ("Schindler") manufactures, installs, services and modernizes internal transportation systems for virtually every type of building. Schindler specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for safety, comfort, efficiency and reliability.

As an owner or operator of an elevator, escalator or moving walk system, you must familiarize yourself with this equipment and take steps to help promote its safe and reliable operation.

The Maintenance Control Program ("MCP") is not a substitute for a complete maintenance program and is provided in accordance with applicable ASME A17.1 requirements. The information, recommendations, descriptions, warnings, cautions and notes in this MCP are based upon Schindler expertise, experience and judgment with respect to the installation, adjustment, operation, service, repair and maintenance of internal transportation systems. The MCP is provided "as-is" and the information contained herein should not be considered as all-inclusive or covering all contingencies. The MCP does not create any contractual relationship between Schindler and the maintenance provider and Schindler does not make, and hereby disclaims, any warranties or guarantees regarding the information contained herein. Any Schindler proprietary information, data or know-how that may be contained in this MCP remains its property and is provided pursuant to a non-exclusive use license. Reproduction, disclosure or use of the MCP and its contents other than for the limited purpose set forth herein is prohibited. If further information is required, please consult with your maintenance provider or Schindler.



THIS MCP MANUAL IS RESTRICTED FOR USE BY ELEVATOR PERSONNEL ONLY (see ASME A17.1 / CSA B44 for the definition of elevator personnel). Schindler hereby disclaims and shall not be responsible for any personal injury, property damage or loss related to the use of this MCP manual by non-Schindler personnel.

This document was prepared in accordance with ASME A17.1-2007 / CSA B44-2007 and earlier editions and with the regulation of the authorities having jurisdiction.

### Chapter 1 Duties of the Owner

#### Intended Use

The owner of the installation is responsible for ensuring the installation is used as intended (transport of passengers). He is also responsible for ensuring that the installation is maintained in a safe operating condition.

#### Safe Work Environment

It is the duty of the owner to provide a safe work environment for elevator inspectors, elevator technicians and other personnel.

#### **Code Required Inspections**

Code required inspections must be carried out according to the local regulations. If the inspection is not witnessed, the owner has the responsibility to arrange for the inspection to be performed.

#### **Returning to Normal Operation**

If the elevator has been approved to be placed in service, but used as a construction elevator, or if it has been taken out of service for an extended period of time, the following work must be carried out by a qualified elevator technician before the installation is put back into normal operation.

- Clean and lubricate the installation.
- Replace damaged components.
- · Check the safety components.
- Run the car and verify safe operation.

### **Maintenance Obligations**

Schindler elevator and escalators are built in state of the art facilities and according to recognized safety standards. In order to ensure safe operation after turn-over, the installation must regularly be maintained by a competent maintenance company.

#### **Notification to the Maintenance Company**

If irregularities in the installation are observed (e.g. leveling inaccuracy, noises, vibrations, defective car lighting, etc.) the maintenance company must be notified immediately. The owner of the installation must notify the maintenance company of any relevant building changes, and whenever an emergency has occurred.

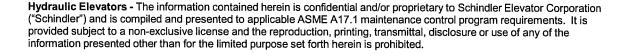
#### Access to Building and Installation

For emergencies and to carry out maintenance operations, safe access to the building and to the installation must be guaranteed at all times. Access to the machine room must be secured. The keys may only be made available to persons authorized by the owner.

#### Temperature and Humidity

Machinery spaces, machine rooms, control spaces, and control rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator.

The temperature and humidity range shall be permanently posted in the machine room, control room, control space, or where specified by the equipment manufacturer, in the machinery space.



### Chapter 1 Duties of the Owner (con't)

#### **Code References**

Elevators and escalators are governed under the American Society of Mechanical Engineers ("ASME") code ASME A17.1. Schindler equipment is manufactured consistent with the code version in effect at the time of manufacture. The owner of the installation is responsible for knowing the applicable code, as amended from time to time, and the requirements that it places on him regarding the elevators or escalators in his building. The owner should research and understand any Code references in this manual.

#### **Emergency Evacuation Procedures for Elevators**

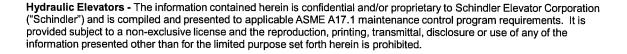
- Only authorized elevator and/or emergency personnel shall perform the evacuation of passengers from stalled elevators.
- A written emergency evacuation procedure shall be made and kept on the premises where an elevator is located.
- Schindler recommends the use of ASME A17.4, Guide for Emergency Personnel for the required written emergency procedure, tailored to the particular building or facility.
- All authorized personnel who are assigned to assist in evacuating passengers from a stalled elevator, and all persons who use special purpose personnel elevators, shall be given a copy of these procedures and all necessary training to assure that they understand and comply with the procedures.
- These procedures shall be available to authorized elevator and emergency personnel.
- A record of authorized personnel trained, and all persons who use special purpose personnel elevators, shall be kept on the premises where the elevator is located and shall be available to the authority having jurisdiction.
- All building personnel should be familiar with Responding to an Entrapment Situation (See Chapter - Special Procedures – Emergency Situations).

#### Fire Service

On elevators provided with firefighters' emergency operation, the owner shall test monthly Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II and maintain a record of such tests that shall be available to the authority having jurisdiction.

#### **Cleaning of Car and Hoistway Transparent Enclosures**

- If the requirements of ASME A17.1 2.11.1.4 or 2.14.2.6 are not met, cleaning of transparent enclosures on the exterior of an elevator car or on the interior of an elevator hoistway shall be done under the direct supervision of a maintenance mechanic who shall be present at the site of the cleaning.
- The owner is responsible to maintain a record of persons authorized to clean transparent car and hoistway enclosures.
- See Chapter Cleaning of Transparent Cars & Hoistways.



### Chapter 2 General Maintenance

#### **Use of Jumpers**

- When jumpers are used during maintenance, repair, or testing, all jumpers shall be removed and the equipment tested prior to returning it to service.
- Jumpers shall not be stored in machine rooms, control rooms, hoistways, machinery spaces, control spaces escalator/moving walk wellways, or pits.

#### Making Safety-Related Devices Inoperative

- No person shall at any time make inoperative any component on which safety of users is dependent, nor shall any electrical protective device be made inoperative, except where necessary during testing, inspections, and maintenance.
- During such tests, inspections, and maintenance, the installation shall not be made available to the public. Immediately upon completion, the installation shall be restored to its normal operating condition in conformity with the applicable requirements.
- Substitution of any wire or current-carrying device for the proper fuse or circuit breaker in an elevator circuit shall not be permitted.

### Hoistways, Pits, and Machine Rooms

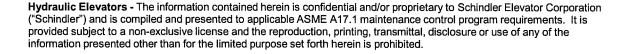
- Hoistways, trusses, and pits shall be kept clean and dry. Accumulation of rubbish in elevator
  pits and the use of these areas for storage shall not be permitted.
- The machine room floor shall be kept clean and free from oil or grease. Articles or materials that are not necessary for the maintenance or operation of the elevator shall not be stored in the machine room. Flammable liquids having a flashpoint of less than 44°C (111°F) shall not be kept in the machine room.
- Access doors shall be kept closed and locked, except during periods when a qualified person
  is in the machine room or secondary sheave space.
- Care shall be used in the painting of the equipment to ensure that the paint does not interfere with the proper function of the equipment. Brakes, governors, car-safety parts, and buffer parts shall be tested for proper operation after completion of painting.

#### **Top of Cars**

• The top of cars shall be kept free of oil or grease and shall not be used for storing lubricants, tools, or other material.

### **Car and Counterweight Safeties Mechanism**

All moving parts of car and counterweight safeties mechanism shall be kept clean and free of rust and dirt and shall be lubricated at frequent intervals. This is especially important where the equipment is exposed to water or corrosive vapors or excessively damp conditions, as corrosion or rusting of the parts can prevent operation of the safety.

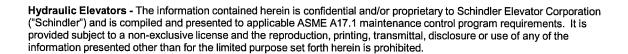


### Chapter 2 General Maintenance (con't)

#### Lubrication

- All parts of the machinery and equipment requiring lubrication shall be maintained with lubricants of a grade and quantity recommended by the manufacturer.
- Precautions shall be taken in lubricating suspension wire ropes to prevent loss of traction.
- Governor wire ropes shall not be lubricated unless recommended by the manufacturer of the governor.
- Guide rails shall be lubricated only on elevators equipped with guiding members requiring lubrication. Rail lubricants or coatings shall comply with ASME A17.1 2.17.16. Means shall be provided at the base of the rails to collect excess lubricant.
- Rails shall be kept clean and free of excess lubricant, lint, and dirt accumulation. Where necessary, a nonflammable or high-flashpoint solvent shall be used for cleaning the rails.
- Rust-preventive compounds such as paint, lubricants such as graphite or oil, and similar coatings shall not be applied unless recommended by the manufacturer.

Note: Schindler equipment does not require rail lubrication.



# **Chapter 3** Hydraulic Maintenance

### 3.1 Hydraulic Maintenance Tasks

Hydraulic Elevators - Maintenance Tasks	- Control Parking Control	
Task Description	ASME A17.1 Code Reference	Performance Interval
Visual check pump unit operation / component	8.6.5.9	
	8.6.5.5.1	Semi Annual
	8.6.5.6	
Check oil level	8.6.5.4	
	8.6.5.7	Semi Annual
	8.6.5.1.2	
Visual check controller operation / components / motor starter	8.6.1.6.3	Semi Annual
Check / tighten controller connections	8.6.1.6.3	Annual
Visual check overall machine room space / area	8.6.4.8	C: AI
·	8.6.1.6.5	Semi Annual
Clean machine room	8.6.4.8	Semi Annual
Check anti-creep	8.6.5.12	Annual
Ride unit / check ride quality	8.6.5.12	0
	8.6.4.16	Semi Annual
Visual check cab interior / components / fixtures	8.6.4.15	Semi Annual
Check emergency lighting / alarm bell	8.6.4.15	Semi Annual
Visual check guide rails & brackets / lube as applicable	8.6.4.3	Semi Annual
Check, lube all hoistway safety / terminal switches	8.6.4.14	Semi Annual
Check, clean, lube car door & door operator	8.6.1.6.2	Semi Annual
hardware	8.6.4.13.1	Semi Annuai
Check, clean, lube all landing door hardware	8.6.1.6.2	Semi Annual
	8.6.4.13.1	Semi Annuai
Clean car top	8.6.4.9	Semi Annual
Visual check pit / pit equipment	8.6.5.11	
	8.6.5.5.1	Semi Annual
	8.6.5.5.2	
Check, lube, pit safety switches	8.6.1.6.2	Semi Annual
Clean pit	8.6.4.7.1	Semi Annual
Confirm sign & data plates	8.6.1.6.7	Annual

### 3.2 Hydraulic Maintenance Tasks – Details

#### Visual check pump unit operation / components:

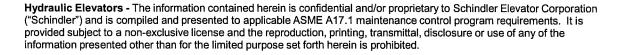
- Check motor, pump, piping, belts, drip pan, valve and muffler bladder, if applicable.
- Confirm relief valve seal is intact.
- If applicable, check condition of any flexible hoses.

#### Check oil level:

- A record of oil usage will be kept in the machine room.
- · Adjust oil level as necessary.
- Record all oil additions, unexplained oil loss.
- Verify low oil protection function.
- If pressure tanks used, check & maintain proper liquid level at about 2/3 full.

#### Visual check controller operation / component / motor starter:

- Check all components, faults lights, burnt contacts, motor starter, etc. Clean if necessary.
- If applicable, test & if necessary replace any control battery.
- Confirm wiring diagrams available.
- Confirm no temporary wiring / relay, blocks / contact insulators, jumpers in place.



### 3.2 Hydraulic Maintenance Tasks – Details (con't)

### Check / tighten controller connections:

• Check power & field terminal connection.

#### Visual check overall machine room space / area:

- Check condition of air conditioning, lighting, outlet, improper machine room / material, storage / installation, equipment guards, proper fire extinguisher.
- Check access doors closed & locked.
- No flammable liquid storage.
- Improper conditions should be reported to the owner & corrected.

#### Clean machine room:

• Sweep floor & clean any lubricant, water dirt, rubbish from floor.

#### Check anti-creep:

· Check anti-creep function, if applicable.

#### Ride unit / check ride quality:

Check vibration, noise, ride quality, leveling (including anti-creep function), etc.

### Visual check cab interior / components / fixtures:

- Check handrail, signs, lighting, phone, fan, platform, sills, ventilation and signaling devices.
- Verify proper fixture operation / condition etc.

### Check emergency lighting / alarm bell:

• Verify proper operation / condition.

### Visual check guide rails & brackets / lube as applicable:

Check for damage.

#### Check / lube all hoistway safety / terminal switches:

- Verify operation, visual check condition.
- Also check hoistway access switch operation, if applicable.

#### Check, clean, lube car door & door operator hardware:

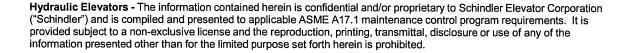
- Check condition / operation.
- Check door lock & contacts, reopening devices, vision panels & grills, unlocking devices & escutcheons, hanger, tracks, rollers, gibs, up-thrusts, door safety retainers, astragals, sills & bottom guides, fastenings, clutches, vanes, retiring cams, relating cables / belts, door closers, door restrictors. All as applicable.

### Check, clean, lube all landing door hardware:

Check door lock & contacts, reopening devices, vision panels & grills, unlocking devices & escutcheons, hanger, tracks, rollers, gibs, up-thrusts, door safety retainers, astragals, sills & bottom guides, fastenings, clutches, vanes, retiring cams, relating cables / belts, door closers, door restrictors. All as applicable.

#### Clean car top:

 Clean any lubricants, dirt, water, rubbish from car top. No material, parts, tools, etc. stored on car top.



### Visual check pit / pit equipment:

- Buffers, traveling cables (abrasion / wear), pit lighting, pit condition, pit access, sump, piston, jack, empty pit pail (5 gallon max.), piping, rails etc.
- Check corrosion monitoring equipment and operation, if present.
- Check for water in pit.

### Check, lube pit safety switches (verify operation / condition):

Check pit stop, bottom limit switches, etc.

#### Clean pit:

- Brush / wipe off pit equipment, sweep pit.
- Remove any debris / rubbish, accumulated water / oil. If applicable, pit access door closed & locked.
- · Confirm no improper material storage in pit.

### Confirm sign and data plates:

• Replace any missing or damaged signs or data plates.

# Chapter 4 Roped Hydraulic Maintenance

### 4.1 Roped Hydraulic Maintenance Tasks

Task Description	ASME A17.1 Code Reference	Performance Interval
Visual check pump unit operation / component	8.6.5.9	
	8.6.5.5.1	Semi Annual
	8.6.5.6	
Check oil level	8.6.5.4	
	8.6.5.7	Semi Annual
	8.6.5.1.2	
Visual check controller operation / components /	8.6.1.6.3	Semi Annual
motor starter		
Check / tighten controller connections	8.6.1.6.3	Annual
Visual check overall machine room space / area	8.6.4.8	Semi Annual
	8.6.1.6.5	
Clean machine room	8.6.4.8	Semi Annual
Check anti-creep	8.6.5.12	Annual
Ride unit / check ride quality	8.6.5.12	Semi Annual
	8.6.4.16	
Visual check cab interior / components / fixtures	8.6.4.15	Semi Annual
Check emergency lighting / alarm bell	8.6.4.15	Semi Annual
Visual check guide rails & brackets / lube as applicable	8.6.4.3	Semi Annual
Check, lube all hoistway safety / terminal switches	8.6.4.14	Semi Annual
Check, clean, lube car door & door operator	8.6.1.6.2	Semi Annual
hardware	8.6.4.13.1	Semi Amuai
Check, clean, lube all landing door hardware	8.6.1.6.2	Semi Annual
	8.6.4.13.1	Semi Annuai
Clean car top	8.6.4.9	Semi Annual
Visual check pit / pit equipment	8.6.5.11	
	8.6.5.5.1	Semi Annual
	8.6.5.5.2	
Check, lube, pit safety switches	8.6.1.6.2	Semi Annual
Clean pit	8.6.4.7.1	Semi Annual
Confirm sign & data plates	8.6.1.6.7	Annual
Perform rope maintenance	8.6.4.1	Annual
	8.6.4.2	Annual
Check governor	8.6.4.12	Annual
Check proper runby	8.6.5.10	Annual
Check & lube safety mechanism	8.6.4.5	Annual

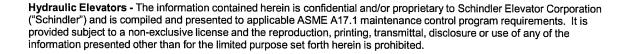
### 4.2 Roped Hydraulic Maintenance Tasks - Details

#### Visual check pump unit operation / components:

- Check motor, pump, piping, belts, drip pan, valve and muffler bladder, if applicable.
- · Confirm relief valve seal is intact.
- If applicable, check condition of any flexible hoses.

#### Check oil level:

- A record of oil usage will be kept in the machine room.
- · Adjust oil level as necessary.
- · Record all oil additions, unexplained oil loss.
- Verify low oil protection function.
- If pressure tanks used, check & maintain proper liquid level at about 2/3 full.



### 4.2 Roped Hydraulic Maintenance Tasks – Details (con't)

#### Visual check controller operation / component / motor starter:

- Check all components, faults lights, burnt contacts, motor starter, etc. Clean if necessary.
- If applicable, test & if necessary replace any control battery.
- · Confirm wiring diagrams available.
- Confirm no temporary wiring / relay, blocks / contact insulators, jumpers in place.

#### Check / tighten controller connections:

Check power & field terminal connection.

#### Visual check overall machine room space / area:

- Check condition of air conditioning, lighting, outlet, improper machine room / material, storage / installation, equipment guards, proper fire extinguisher.
- Check access doors closed & locked.
- No flammable liquid storage.
- Improper conditions should be reported to the owner & corrected.

#### Clean machine room:

Sweep floor & clean any lubricant, water dirt, rubbish from floor.

#### Check anti-creep:

Check anti-creep function, if applicable.

### Ride unit / check ride quality:

• Check vibration, noise, ride quality, leveling (including anti-creep function), etc.

#### Visual check cab interior / components / fixtures:

- · Check handrail, signs, lighting, phone, fan, platform, sills, ventilation and signaling devices.
- · Verify proper fixture operation / condition etc.

### Check emergency lighting / alarm bell:

Verify proper operation / condition.

#### Visual check guide rails & brackets / lube as applicable:

• Check for damage.

#### Check / lube all hoistway safety / terminal switches:

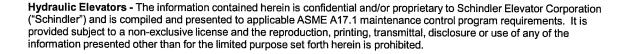
- Verify operation, visual check condition.
- Also check hoistway access switch operation, if applicable.

### Check, clean, lube car door & door operator hardware:

- Check condition / operation.
- Check door lock & contacts, reopening devices, vision panels & grills, unlocking devices & escutcheons, hanger, tracks, rollers, gibs, up-thrusts, door safety retainers, astragals, sills & bottom guides, fastenings, clutches, vanes, retiring cams, relating cables / belts, door closers, door restrictors. All as applicable.

#### Check, clean, lube all landing door hardware:

Check door lock & contacts, reopening devices, vision panels & grills, unlocking devices & escutcheons, hanger, tracks, rollers, gibs, up-thrusts, door safety retainers, astragals, sills & bottom guides, fastenings, clutches, vanes, retiring cams, relating cables / belts, door closers, door restrictors. All as applicable.



### Clean car top:

• Clean any lubricants, dirt, water, rubbish from car top. No material, parts, tools, etc. stored on car top.

#### Visual check pit / pit equipment:

- Buffers, traveling cables (abrasion / wear), pit lighting, pit condition, pit access, sump, piston, jack, empty pit pail (5 gallon max.), piping, rails etc.
- Check corrosion monitoring equipment and operation, if present.
- Check for water in pit.

#### Check, lube pit safety switches (verify operation / condition):

Check pit stop, bottom limit switches, etc.

#### Clean pit:

- Brush / wipe off pit equipment, sweep pit.
- Remove any debris / rubbish, accumulated water / oil. If applicable, pit access door closed & locked.
- Confirm no improper material storage in pit.

### Confirm sign and data plates:

Replace any missing or damaged signs or data plates.

### Perform rope maintenance:

- After lubing confirm proper traction.
- Clean governor rope. (Do not lubricate governor rope.)

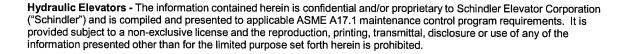
#### Check governor:

 Confirm seals are intact and mechanism is free to operate properly. No accumulated lubricants or debris.

### Check proper runby

### Clean & lube safety mechanism:

Check if properly lubricated & free from dust & dirt.



# Chapter 7 Hydraulic Elevator Lubrication

### 7.1 Hydraulic Elevator Lubrication

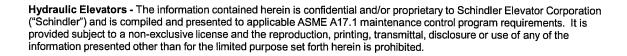
Equipment	Suggested Grade of Lubricant
Hydraulic oil	
Bore hole	ISO AW 32
Holeless	Citgo Transguard THF
Guide rails – slide guide	
Manual lubrication	#000 Grease
Wick type oilers	ISO 320
With inserts	Slipit
Door operator	
Grease fittings	Lithium EP#2
Pins, levers, bushings & relating cables	ISO 68 (SAE 20)
All other common bearings, pins & friction	
points requiring grease	Lithium EP#2
All other small bearings, pins & friction points	
requiring light lubricant	ISO 68 (SAE 20)

Note: Synthetic lubricants must not be mixed with each other or with non-synthetic lubricants.

### 7.2 Roped Hydraulic Lubrication

Equipment	Suggested Grade of Lubricant
Hydraulic oil	
Bore hole	ISO AW 32
Holeless	Citgo Transguard THF
Guide rails – slide guide	
Manual lubrication	#000 Grease
Wick type oilers	ISO 320
With inserts	Slipit
Door operator	
Grease fittings	Lithium EP#2
Pins, levers, bushings & relating cables	ISO 68 (SAE 20)
Hoist rope	DrakaLube
Governor bearing	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Governor tail sheave bearing	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Safety mechanism – pivots & bearings	ISO 68 (SAE 20)
Oil buffers	ISO AW 46
All other common bearings, pins & friction	
points requiring grease	Lithium EP#2
All other small bearings, pins & friction points	
requiring light lubricant	ISO 68 (SAE 20)

Note: Synthetic lubricants must not be mixed with each other or with non-synthetic lubricants.





OMaintenance Control Program Traction elevators



### **About The Maintenance Control Program**

Schindler Elevator Corporation ("Schindler") manufactures, installs, services and modernizes internal transportation systems for virtually every type of building. Schindler specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for safety, comfort, efficiency and reliability.

As an owner or operator of an elevator, escalator or moving walk system, you must familiarize yourself with this equipment and take steps to help promote its safe and reliable operation.

The Maintenance Control Program ("MCP") is not a substitute for a complete maintenance program and is provided in accordance with applicable ASME A17.1 requirements. The information, recommendations, descriptions, warnings, cautions and notes in this MCP are based upon Schindler expertise, experience and judgment with respect to the installation, adjustment, operation, service, repair and maintenance of internal transportation systems. The MCP is provided "as-is" and the information contained herein should not be considered as all-inclusive or covering all contingencies. The MCP does not create any contractual relationship between Schindler and the maintenance provider and Schindler does not make, and hereby disclaims, any warranties or guarantees regarding the information contained herein. Any Schindler proprietary information, data or know-how that may be contained in this MCP remains its property and is provided pursuant to a non-exclusive use license. Reproduction, disclosure or use of the MCP and its contents other than for the limited purpose set forth herein is prohibited. If further information is required, please consult with your maintenance provider or Schindler.



THIS MCP MANUAL IS RESTRICTED FOR USE BY ELEVATOR PERSONNEL <u>ONLY</u> (see ASME A17.1 / CSA B44 for the definition of elevator personnel). Schindler hereby disclaims and shall not be responsible for any personal injury, property damage or loss related to the use of this MCP manual by non-Schindler personnel.

This document was prepared in accordance with ASME A17.1-2007 / CSA B44-2007 and earlier editions and with the regulation of the authorities having jurisdiction.

# Schindler Elevator Corporation Maintenance Control Program Traction Elevators

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### Chapter 1 Duties of the Owner

#### Intended Use

The owner of the installation is responsible for ensuring the installation is used as intended (transport of passengers). He is also responsible for ensuring that the installation is maintained in a safe operating condition.

#### Safe Work Environment

It is the duty of the owner to provide a safe work environment for elevator inspectors, elevator technicians and other personnel.

#### **Code Required Inspections**

Code required inspections must be carried out according to the local regulations. If the inspection is not witnessed, the owner has the responsibility to arrange for the inspection to be performed.

#### **Returning to Normal Operation**

If the elevator has been approved to be placed in service, but used as a construction elevator, or if it has been taken out of service for an extended period of time, the following work must be carried out by a qualified elevator technician before the installation is put back into normal operation.

- Clean and lubricate the installation.
- Replace damaged components.
- Check the safety components.
- Run the car and verify safe operation.

### **Maintenance Obligations**

Schindler elevator and escalators are built in state of the art facilities and according to recognized safety standards. In order to ensure safe operation after turn-over, the installation must regularly be maintained by a competent maintenance company.

#### **Notification to the Maintenance Company**

If irregularities in the installation are observed (e.g. leveling inaccuracy, noises, vibrations, defective car lighting, etc.) the maintenance company must be notified immediately. The owner of the installation must notify the maintenance company of any relevant building changes, and whenever an emergency has occurred.

#### Access to Building and Installation

For emergencies and to carry out maintenance operations, safe access to the building and to the installation must be guaranteed at all times. Access to the machine room must be secured. The keys may only be made available to persons authorized by the owner.

#### Temperature and Humidity

Machinery spaces, machine rooms, control spaces, and control rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator.

The temperature and humidity range shall be permanently posted in the machine room, control room, control space, or where specified by the equipment manufacturer, in the machinery space.

### Chapter 1 Duties of the Owner (con't)

#### **Code References**

Elevators and escalators are governed under the American Society of Mechanical Engineers ("ASME") code ASME A17.1. Schindler equipment is manufactured consistent with the code version in effect at the time of manufacture. The owner of the installation is responsible for knowing the applicable code, as amended from time to time, and the requirements that it places on him regarding the elevators or escalators in his building. The owner should research and understand any Code references in this manual.

### **Emergency Evacuation Procedures for Elevators**

- Only authorized elevator and/or emergency personnel shall perform the evacuation of passengers from stalled elevators.
- A written emergency evacuation procedure shall be made and kept on the premises where an elevator is located.
- Schindler recommends the use of ASME A17.4, Guide for Emergency Personnel for the required written emergency procedure, tailored to the particular building or facility.
- All authorized personnel who are assigned to assist in evacuating passengers from a stalled elevator, and all persons who use special purpose personnel elevators, shall be given a copy of these procedures and all necessary training to assure that they understand and comply with the procedures.
- These procedures shall be available to authorized elevator and emergency personnel.
- A record of authorized personnel trained, and all persons who use special purpose personnel elevators, shall be kept on the premises where the elevator is located and shall be available to the authority having jurisdiction.
- All building personnel should be familiar with Responding to an Entrapment Situation (See Chapter - Special Procedures – Emergency Situations).

#### **Fire Service**

On elevators provided with firefighters' emergency operation, the owner shall test monthly Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II and maintain a record of such tests that shall be available to the authority having jurisdiction.

#### **Cleaning of Car and Hoistway Transparent Enclosures**

- If the requirements of ASME A17.1 2.11.1.4 or 2.14.2.6 are not met, cleaning of transparent enclosures on the exterior of an elevator car or on the interior of an elevator hoistway shall be done under the direct supervision of a maintenance mechanic who shall be present at the site of the cleaning.
- The owner is responsible to maintain a record of persons authorized to clean transparent car and hoistway enclosures.
- See Chapter Cleaning of Transparent Cars & Hoistways.

### Chapter 2 General Maintenance

### **Use of Jumpers**

- When jumpers are used during maintenance, repair, or testing, all jumpers shall be removed and the equipment tested prior to returning it to service.
- Jumpers shall not be stored in machine rooms, control rooms, hoistways, machinery spaces, control spaces escalator/moving walk wellways, or pits.

#### Making Safety-Related Devices Inoperative

- No person shall at any time make inoperative any component on which safety of users is dependent, nor shall any electrical protective device be made inoperative, except where necessary during testing, inspections, and maintenance.
- During such tests, inspections, and maintenance, the installation shall not be made available
  to the public. Immediately upon completion, the installation shall be restored to its normal
  operating condition in conformity with the applicable requirements.
- Substitution of any wire or current-carrying device for the proper fuse or circuit breaker in an elevator circuit shall not be permitted.

### Hoistways, Pits, and Machine Rooms

- Hoistways, trusses, and pits shall be kept clean and dry. Accumulation of rubbish in elevator
  pits and the use of these areas for storage shall not be permitted.
- The machine room floor shall be kept clean and free from oil or grease. Articles or materials that are not necessary for the maintenance or operation of the elevator shall not be stored in the machine room. Flammable liquids having a flashpoint of less than 44°C (111°F) shall not be kept in the machine room.
- Access doors shall be kept closed and locked, except during periods when a qualified person
  is in the machine room or secondary sheave space.
- Care shall be used in the painting of the equipment to ensure that the paint does not interfere with the proper function of the equipment. Brakes, governors, car-safety parts, and buffer parts shall be tested for proper operation after completion of painting.

#### Top of Cars

 The top of cars shall be kept free of oil or grease and shall not be used for storing lubricants, tools, or other material.

#### Car and Counterweight Safeties Mechanism

All moving parts of car and counterweight safeties mechanism shall be kept clean and free of rust and dirt and shall be lubricated at frequent intervals. This is especially important where the equipment is exposed to water or corrosive vapors or excessively damp conditions, as corrosion or rusting of the parts can prevent operation of the safety.

### Chapter 2 General Maintenance (con't)

#### Lubrication

- All parts of the machinery and equipment requiring lubrication shall be maintained with lubricants of a grade and quantity recommended by the manufacturer.
- Precautions shall be taken in lubricating suspension wire ropes to prevent loss of traction.
- Governor wire ropes shall not be lubricated unless recommended by the manufacturer of the governor.
- Guide rails shall be lubricated only on elevators equipped with guiding members requiring lubrication. Rail lubricants or coatings shall comply with ASME A17.1 2.17.16. Means shall be provided at the base of the rails to collect excess lubricant.
- Rails shall be kept clean and free of excess lubricant, lint, and dirt accumulation. Where necessary, a nonflammable or high-flashpoint solvent shall be used for cleaning the rails.
- Rust-preventive compounds such as paint, lubricants such as graphite or oil, and similar coatings shall not be applied unless recommended by the manufacturer.

Note: Schindler equipment does not require rail lubrication.

# **Chapter 3** Geared Maintenance

#### 3.1 Geared Maintenance Tasks

Geared Elevators - Maintenance Tasks Task Description	ASME A17.1 Code Reference	Performance Interval
Visual check hoist machine / motor / brake / MG	8.6.4.6.1	
operation / condition	8.6.4.17	Semi Annual
•	8.6.4.6	
Visual check controller operation / condition	8.6.1.6.3	Semi Annual
Check / tighten controller connections	8.6.1.6.3	Annual
Visual check overall machine room space / area	8.6.4.8	0
·	8.6.1.6.5	Semi Annual
Visual check governor operation / condition	8.6.4.2	0
-	8.6.4.12	Semi Annual
Lube MG, hoist motor, governor bearings	8.6.1.6.2	Annual
Lube brake components / pins etc.	8.6.1.6.2	Semi Annual
Clean controller, MG, hoist motor	8.6.1.6.3	Annual
Clean machine room	8.6.4.8	Semi Annual
Ride unit / check ride quality	8.6.4.16	Semi Annual
Visual check cab interior / components / fixtures	8.6.4.15	Semi Annual
Check emergency lighting / alarm bell	8.6.4.15	Semi Annual
Perform rope maintenance	8.6.4.12	Semi Annual
Check, lube all hoistway safety / terminal switches	8.6.4.14	Semi Annual
Check, clean, lube car door & door operator	8.6.1.6.2	0
hardware	8.6.4.13.1	Semi Annual
Check, lube landing door hardware lower 1/3 of	8.6.1.6.2	C: AI
floors	8.6.4.13.1	Semi Annual
Check, lube landing door hardware middle 1/3 of	8.6.1.6.2	C: AI
floors	8.6.4.13.1	Semi Annual
Check, lube landing door hardware upper 1/3 of	8.6.1.6.2	Semi Annual
floors	8.6.4.13.1	Semi Annuai
Clean car top	8.6.4.9	Semi Annual
Visual check pit / pit equipment	8.6.4.12	Semi Annual
Visual check bottom of car equipment	8.6.4.12	Semi Annual
Visual check, lube, pit safety switches	8.6.1.6.2	Semi Annual
Clean pit	8.6.4.7.1	Semi Annual
Lube compensation & governor tail sheaves	8.6.4.12	Annual
Confirm sign & data plates	8.6.1.6.7	Annual

#### 3.2 Geared Maintenance Tasks - Details

#### Visual check hoist machine / motor / brake / MG operation / condition:

- Check brushes, commutator (unusual wear/sparking), machine oil level, bearings
  (heating/unusual noise), drive sheave (unusual wear/debris build up), ropes (wear, lubrication,
  rusting), supports (damage), brake (proper pick/drop, free operation, shoe/drum condition).
- MG service, if applicable.
- Check ascending car overspeed device if present, etc.

### 3.2 Geared Maintenance Tasks – Details (con't)

#### Visual check controller operation / condition:

 Check all components (damage), fault indications / lights (improper operation), contacts/coils (burnt or excessive worn contact/burnt coil), resistor (excess heating), capacitors (leakage/damage), wiring (wear/damage/heating), any controller equipment cooler fans (functioning), dirt/debris (excessive).

#### Check / tighten controller connections:

Check & tighten power / control terminal connection.

#### Visual check overall machine room space / area:

- Air conditioning functional (if installed), proper lighting, improper machine room storage, equipment guards installed (where applicable) and fire extinguisher present.
- Improper conditions should be reported to the owner.

#### Visual check governor operation / condition:

Damage, no unusual noise, excessive wear.

#### Lube MG, hoist motor, governor bearing:

Lube MG and MG equipment if applicable, clean any excess lubricants.

### Lube brake components / pins etc.:

• Check that pins are free (no bind).

#### Clean controller, MG, hoist motor

#### Clean machine room:

- Clean MR equipment / sweep floor, clean any oil / lubricant from floor.
- Brush off machine room equipment (exterior areas) and sweeping machine room floor.
- Remove any excess spilled oil or lubricant from floor.

#### Ride unit / check ride quality:

- Note acceleration, deceleration, transition, leveling smooth, excessive dragging into floor, hard stop or start, excessive transition bumps, vibration, unusual noise during travel.
- Confirm acceptable leveling accuracy (both directional stop).
- Check ride quality while performing one floor run, multiple floor and terminal stop (should be consistent, smooth).

#### Visual check cab interior / components / fixtures:

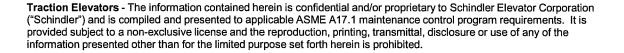
 Handrail (damage/loose), signs (damage/missing), lighting, phone, fan, platform, sills (damage/debris), verify fixture operation (damage, function).

#### Check emergency lighting / alarm bell:

Verify operation.

### Perform rope maintenance:

- Check hoist rope tension, slippage.
- Check diameter, wear / wire breaks, lubricate if needed, slippage, anti-spin, rope tags.
- Check governor and compensation rope.



### Check / lube all hoistway safety / terminal switches:

- Damage, excess wear, unusual noise, lube rollers.
- Verify operation.
- Check hoistway access switch operation, if applicable.

#### Check, clean, lube car door & door operator hardware:

- Damage, excess wear, unusual noise.
- Lube bearings, rollers, pivot point.
- Check gibs, relating cables, belts, sheaves, pivot arms, tracks, roller, hangers, control cable, safety door protection device, bumpers, sill, switches/contacts, adjustments, tension belts/cables.

### Check, clean, lube all landing door hardware:

- Clean sill, hanger tracks, hangers, closer cables and relating cables.
- Check (for excess wear/damage/unusual operating noise/proper adjustment) relating cable, hanger rollers, door alignment/adjustment, gibs, closers, clutch components, bumpers, sight guards, lock components/contacts.

#### Clean car top

#### Visual check pit / pit equipment:

- Buffers, traveling cables, pit lighting, pit condition, pit access, sump, rails, comp. sheave, comp ropes.
- · Check for water in pit.

### Visual check bottom of car equipment:

Guides, traveling cable & fastening, platform / frame.

### Visual check and lube pit safety switches:

- Verify proper operation.
- Lube switch rollers, pivot points.
- Verify switch operation.

### Clean pit:

Brush / wipe off pit equipment, sweep pit.

### Lube compensation & governor tail sheaves (if applicable)

#### Confirm sign and data plates:

Replace any missing or damaged signs or data plates.

### **Chapter 4 Gearless Maintenance**

#### 4.1 Gearless Maintenance Tasks

Task Description	ASME A17.1 Code Reference	Performance Interval
Visual check hoist machine / motor / brake / MG	8.6.4.6.1	
operation / condition	8.6.4.17	Semi Annual
	8.6.4.6	
Visual check controller operation / condition	8.6.1.6.3	Semi Annual
Visual check overall machine room space / area	8.6.4.8	Semi Annual
	8.6.1.6.5	Semi Amuai
Visual check governor operation / condition	8.6.4.2	Semi Annual
	8.6.4.12	Sellii Alliluai
Lube MG, hoist motor, governor bearings	8.6.1.6.2	Annual
Lube brake components / pins etc.	8.6.1.6.2	Semi Annual
Check / tighten controller connections	8.6.1.6.3	Annual
Clean controller, MG, hoist motor	8.6.1.6.3	Annual
Clean machine room	8.6.4.8	Semi Annual
Ride unit / check ride quality	8.6.4.16	Semi Annual
Visual check cab interior / components / fixtures	8.6.4.15	Semi Annual
Check emergency lighting / alarm bell	8.6.4.15	Semi Annual
Perform rope maintenance	8.6.4.12	Semi Annual
Check, lube all hoistway safety / terminal switches	8.6.4.14	Semi Annual
Check, clean, lube car door & door operator	8.6.1.6.2	Semi Annual
hardware	8.6.4.13.1	Seini Ainuai
Check, lube landing door hardware lower 1/3 of	8.6.1.6.2	Semi Annual
floors	8.6.4.13.1	Semi Amuai
Check, lube landing door hardware middle 1/3 of	8.6.1.6.2	Semi Annual
floors	8.6.4.13.1	Seilli Ailliuai
Check, lube landing door hardware upper 1/3 of	8.6.1.6.2	Semi Annual
floors	8.6.4.13.1	Seilli Ailliuai
Clean car top	8.6.4.9	Semi Annual
Visual check pit / pit equipment	8.6.4.12	Semi Annual
Visual check bottom of car equipment	8.6.4.12	Semi Annual
Visual check, lube, pit safety switches	8.6.1.6.2	Semi Annual
Lube compensation & governor tail sheaves	8.6.4.12	Annual
Confirm sign & data plates	8.6.1.6.7	Annual
Clean pit	8.6.4.7.1	Semi Annual

#### 4.2 Gearless Maintenance Tasks – Details

### Visual check hoist machine / motor / brake / MG operation / condition:

- Check brushes, commutator (unusual wear/sparking), oil (geared proper level), bearings (heating/unusual noise), drive sheave (unusual wear/debris build up), ropes (wear, lubrication, rusting), supports (damage), brake (proper pick/drop, free operation, shoe/drum condition).
- MG service, if applicable.
- Check ascending car overspeed device if present, etc.

#### Visual check controller operation / condition:

 Check all components (damage), fault indications / lights (improper operation), contacts/coils (burnt or excessive worn contact/burnt coil), resistor (excess heating), capacitors (leakage/damage), wiring (wear/damage/heating), any controller equipment cooler fans (functioning), dirt/debris (excessive).

### 4.2 Gearless Maintenance Tasks – Details (con't)

#### Visual check overall machine room space / area:

- Air conditioning functional (if installed), proper lighting, improper machine room storage, equipment guards installed (where applicable) and fire extinguisher present.
- Improper conditions should be reported to the owner.

#### Visual check governor operation / condition:

Damage, no unusual noise, excessive wear.

#### Lube MG, hoist motor, governor bearing:

• Lube MG and MG equipment if applicable, clean any excess lubricants.

#### Lube brake components / pins etc.:

• Check that pins are free (no bind).

#### Check / tighten controller connections:

• Check & tighten power / control terminal connection.

#### Clean controller, MG, hoist motor

#### Clean machine room:

- Clean MR equipment / sweep floor, clean any oil / lubricant from floor.
- Brush off machine room equipment (exterior areas) and sweeping machine room floor.
- Remove any excess spilled oil or lubricant from floor.

#### Ride unit / Check ride quality:

- Note acceleration, deceleration, transition, leveling smooth, excessive dragging into floor, hard stop or start, excessive transition bumps, vibration, unusual noise during travel.
- Confirm acceptable leveling accuracy (both directional stop).
- Check ride quality while performing one floor run, multiple floor and terminal stop (should be consistent, smooth).

#### Visual check cab interior / components / fixtures:

• Handrail (damage/loose), signs (damage/missing), lighting, phone, fan, platform, sills (damage/debris), verify fixture operation (damage, function).

### Check emergency lighting / alarm bell:

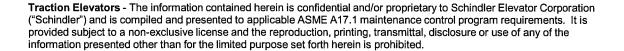
Verify operation.

#### Perform rope maintenance:

- · Check hoist rope tension, slippage.
- Check diameter, wear / wire breaks, lubricate if needed, slippage, anti-spin, rope tags.
- Check governor and compensation rope.

### Check / lube all hoistway safety / terminal switches:

- Damage, excess wear, unusual noise, lube rollers.
- Verify operation.
- Check hoistway access switch operation, if applicable.



### Check, clean, lube car door & door operator hardware:

- Damage, excess wear, unusual noise.
- Lube bearings, rollers, pivot point.
- Check gibs, relating cables, belts, sheaves, pivot arms, tracks, roller, hangers, control cable, safety door protection device, bumpers, sill, switches/contacts, adjustments, tension belts/cables.

### Check, lube all landing door hardware:

- Clean sill, hanger tracks, hangers, closer cables and relating cables.
- Check (for excess wear/damage/unusual operating noise/proper adjustment) relating cable, hanger rollers, door alignment/adjustment, gibs, closers, clutch components, bumpers, sight guards, lock components/contacts.

### Clean car top

### Visual check pit / pit equipment:

- Buffers, traveling cables, pit lighting, pit condition, pit access, sump, rails, comp. sheave, comp ropes.
- Check for water in pit.

#### Visual check bottom of car equipment:

Guides, traveling cable & fastening, platform / frame.

#### Visual check and lube pit safety switches:

- Verify proper operation.
- Lube switch rollers, pivot points.
- Verify switch operation.

#### Lube compensation & governor tail sheaves (if applicable)

#### Confirm sign and data plates:

Replace any missing or damaged signs or data plates.

### Clean pit:

• Brush / wipe off pit equipment, sweep pit.

# **Chapter 7** Traction Elevator Lubrication

Equipment !	Suggested Grade of Lubricant
Sheave bearings	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Tension sheave pivot points	#30 SAE Oil
Hoist rope	DrakaLube
Governor bearing	1
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Governor tail sheave bearing	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Door operator	
Grease fittings	Lithium EP#2
Pins, levers, bushings & relating cables	ISO 68 (SAE 20)
All hoist cable sheave bearings	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Hoist motor bearings	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Safety mechanism – pivots & bearings	ISO 68 (SAE 20)
Oil buffers	ISO AW 46
Compensating sheave guides	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Motor generator set	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
Guide rails – slide guides - lubricated	
Manual lubrication	#000 Grease
Wick type oilers	ISO 320
Gear oil	
Typical petroleum based	ISO 320 EP (AGMA #6)
Synthetic	ISO 320 PAO (Synthetic)
Machine bearing	
Sleeve bearing	ISO 68 (SAE 20)
Ball & roller bearing	Lithium EP#2
All other common bearings, pins & friction points	
requiring grease	Lithium EP#2
All other small bearings, pins & friction points	
requiring light lubricant	ISO 68 (SAE 20)

Note: Synthetic lubricants must not be mixed with each other or with non-synthetic lubricants.

# Schindler Elevator Corporation Maintenance Control Program Escalators Moving Walks

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### Chapter 1 Duties of the Owner

#### Intended Use

The owner of the installation is responsible for ensuring the installation is used as intended (transport of passengers). He is also responsible for ensuring that the installation is maintained in a safe operating condition.

#### **Safe Work Environment**

It is the duty of the owner to provide a safe work environment for elevator inspectors, elevator technicians and other personnel.

### **Code Required Inspections**

Code required inspections must be carried out according to the local regulations. If the inspection is not witnessed, the owner has the responsibility to arrange for the inspection to be performed.

#### **Maintenance Obligations**

Schindler elevator and escalators are built in state of the art facilities and according to recognized safety standards. In order to ensure safe operation after turn-over, the installation must regularly be maintained by a competent maintenance company.

### **Notification to the Maintenance Company**

If irregularities in the installation are observed (e.g. leveling inaccuracy, noises, vibrations, defective car lighting, etc.) the maintenance company must be notified immediately. The owner of the installation must notify the maintenance company of any relevant building changes, and whenever an emergency has occurred.

#### Access to Building and Installation

For emergencies and to carry out maintenance operations, safe access to the building and to the installation must be guaranteed at all times. Access to the machine room must be secured. The keys may only be made available to persons authorized by the owner.

#### **Temperature and Humidity**

Machinery spaces, machine rooms, control spaces, and control rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator.

The temperature and humidity range shall be permanently posted in the machine room, control room, control space, or where specified by the equipment manufacturer, in the machinery space.

#### **Code References**

Elevators and escalators are governed under the American Society of Mechanical Engineers ("ASME") code ASME A17.1. Schindler equipment is manufactured consistent with the code version in effect at the time of manufacture. The owner of the installation is responsible for knowing the applicable code, as amended from time to time, and the requirements that it places on him regarding the elevators or escalators in his building. The owner should research and understand any Code references in this manual.

### Chapter 1 Duties of the Owner (con't)

### **Starting Escalators and Moving Walks**

Only authorized personnel, trained in this procedure, shall start escalators and moving walks.

- Prior to starting the unit, observe the steps or pallets and both landing areas to ensure no
  persons are on the unit or about to board. Run the unit away from the landing.
- Verify correct operation of the starting switch.
- Verify correct operation of the stop buttons.
- Verify correct operation of each stop button cover alarm, if furnished.
- Visually examine the steps or treadway for damaged or missing components; combplates for broken or missing teeth; skirt or dynamic skirt panels and balustrades for damage.
- Verify that both handrails travel at substantially the same speed as the steps or the treadway, are free from damage or pinch points, and that entry guards are in place.
- Visually verify that all steps, pallets, or the treadway is properly positioned.
- Verify that ceiling intersection guards, anti-slide devices, deck barricades, and caution signs are securely in place.
- Verify that demarcation lighting is illuminated, if furnished.
- · Check for uniform lighting on steps/tread not contrasting with surrounding areas.
- Verify that the safety zone is clear of obstacles and that the landing area and adjacent floor area are free from foreign matter and slipping or tripping hazards.
- Check for any unusual noise or vibration during operation.
- If any of these conditions is unsatisfactory, the unit shall be placed out of service. Barricade the landing areas and notify the responsible party of the problem.

### Chapter 2 General Maintenance

### **Use of Jumpers**

- When jumpers are used during maintenance, repair, or testing, all jumpers shall be removed and the equipment tested prior to returning it to service.
- Jumpers shall not be stored in machine rooms, control rooms, hoistways, machinery spaces, control spaces escalator/moving walk wellways, or pits.

#### Making Safety-Related Devices Inoperative

- No person shall at any time make inoperative any component on which safety of users is dependent, nor shall any electrical protective device be made inoperative, except where necessary during testing, inspections, and maintenance.
- During such tests, inspections, and maintenance, the installation shall not be made available
  to the public. Immediately upon completion, the installation shall be restored to its normal
  operating condition in conformity with the applicable requirements.
- Substitution of any wire or current-carrying device for the proper fuse or circuit breaker in an elevator circuit shall not be permitted.

### Hoistways, Pits, and Machine Rooms

- Hoistways, trusses, and pits shall be kept clean and dry. Accumulation of rubbish in elevator
  pits and the use of these areas for storage shall not be permitted.
- The machine room floor shall be kept clean and free from oil or grease. Articles or materials
  that are not necessary for the maintenance or operation of the elevator shall not be stored in
  the machine room. Flammable liquids having a flashpoint of less than 44°C (111°F) shall not
  be kept in the machine room.
- 'Access doors shall be kept closed and locked, except during periods when a qualified person is in the machine room or secondary sheave space.
- Care shall be used in the painting of the equipment to ensure that the paint does not interfere
  with the proper function of the equipment. Brakes, governors, car-safety parts, and buffer
  parts shall be tested for proper operation after completion of painting.

#### Lubrication

- All parts of the machinery and equipment requiring lubrication shall be maintained with lubricants of a grade and quantity recommended by the manufacturer.
- Rust-preventive compounds such as paint, lubricants such as graphite or oil, and similar coatings shall not be applied unless recommended by the manufacturer.

# **Chapter 3** Escalator Maintenance

# 3.1 Escalator Maintenance Tasks

		Module Tasks	8.6 Code Reference	Minimum Frequency			
ion	1	Maintain ride quality & overall operation					
	2	Maintain handrail	8.6.8.1	1			
	3	Maintain handrail guards	8.6.8.11				
	4	Maintain combplates, combteeth, step lighting	8.6.8.4(.13)				
	5	Maintain entrance & egress ends	8.6.8.14	T st			
ect	6	Maintain balustrades & skirts		]			
Inspection	7	Confirm caution signs	8.6.8.8	18 months			
	8	Maintain guards at ceiling intersections	8.6.8.9	<b>−</b>			
	9	Maintain antislide devices	8.6.8.10				
	10	Apply friction reducing material, if applicable	8.6.8.5(a)	1			
	11	Maintain skirt obstruction device	8.6.8.5(b)	1			
Technical Lower	1	Maintain steps	8.6.8.6(.14)				
	2	Maintain step to step & step to skirt clearance	8.6.8.2	18 months			
Ca	3	Maintain Step/Skirt Performance	8.6.8.3(.13)				
Ë	4	Maintain step, rollers, tracks & chains. Lube all chains as required	8.6.8.7	5			
<u>e</u>	5	Maintain & clean lower head	8.6.8.13	1 -			
	6	Maintain, clean, lube service & emergency brakes	8.6.8.12	1			
_	1	Confirm signs & data plates	8.6.1.6.7				
bbe	2	Maintain & clean upper head	8.6.8.13	ي			
Technical Upper	3	Maintain controller, starter contacts, wiring diagrams, code data plate, etc.	8.6.1.5.1 8.6.1.6.3 8.6.1.7.2	18 months			
ect	4	Lube bull gear, jack shaft, motor bearings		<b>−</b>			
Ĕ		Examine & clean handrail track					

#### 3.2 Escalator Maintenance Tasks - Details

#### 3.2.1 ASME A17.1 Code 8.6 References

# Maintain controller, starter contacts, wiring diagrams, code data plate, etc. – 8.6.1.5.1, 8.6.1.6.3, 8.6.1.7.2

- Maintain & clean components of controller as needed
- Confirm up to date wiring diagrams are available
- Ensure no temporary devices or jumpers in place
- Maintain code data plates & periodic test tag
- If applicable, test & if necessary replace control battery

### Confirm signs & data plates - 8.6.1.6.7

Replace any missing or damaged signs or data plates

#### Maintain handrail - 8.6.8.1

- Maintain handrail Ensure no damage, pinch points, repair or replace as needed
- Maintain & ensure operation of speed monitoring device
- Maintain speed specified in the applicable code

#### Maintain step to step & step to skirt clearance - 8.6.8.2

- Maintain clearances so they are in compliance with applicable code
- Ensure performance index test results are current & available

### Maintain Step/Skirt Performance - 8.6.8.3(.1-.3)

- Maintain performance so they are in compliance with applicable code
- Ensure performance index test results are current & available

### Maintain combplates, combteeth, step lighting - 8.6.8.4(.1-.3)

- Maintain combteeth in good condition & proper engagement. Repair, replace or remove from service as necessary
- Maintain comb impact device to operate freely
- Maintain landing plates free of tripping hazards, step & comb lighting is operational and of equal intensity

### Apply friction reducing material, if applicable - 8.6.8.5(a)

• Treat the exposed surfaces of skirt panels next to the steps with friction reducing material if not made from friction reducing material

#### Maintain skirt obstruction device - 8.6.8.5(b)

Maintain the skirt obstruction device. Ensure the switch is properly secured & in good condition.
 Manually trip each switch separately when the escalator is running. Escalators installed under
 A17.1b-1983 & later the stopping distance should not exceed the distance from the switch to
 the combplate.

### Maintain steps - 8.6.8.6(.1-.4)

 Maintain steps - repair or replace steps with broken treads, dented or damaged risers, or steps that are worn or damaged that do not provide proper engagement

#### Maintain step, rollers, tracks & chains. Lube all chains as required - 8.6.8.7

- Maintain & lubricate main drive chain, step chain, left and right step guides, transition curves, step guide pads if applicable, step bushings if applicable
- Examine step & trailing rollers. Replace rollers with signs of visible cracks & wear
- Check step chain axles

#### 3.2 Escalator Maintenance Tasks - Details

### 3.2.1 ASME A17.1 Code 8.6 References (con't)

#### Confirm caution signs - 8.6.8.8

• Ensure any required caution signs are present on escalators installed under A17.1-1981 and later, in good condition & visible to boarding passengers

### Maintain guards at ceiling intersections - 8.6.8.9

• Maintain ceiling intersection guards, inspect for damage, verify that they are properly secure

#### Maintain antislide devices - 8.6.8.10

• Maintain antislide devices, repair or replace as needed

#### Maintain handrail guards - 8.6.8.11

Maintain hand & finger guards. Verify in good condition & properly sized

### Maintain, clean, lube service & emergency brakes - 8.6.8.12

- Maintain the brake to ensure proper operation including but not limited to residual pads, lining & running clearances, pins & levers, springs, sleeves & guide bushings, discs & drums, brake coil & plunger
- Verify proper function if any part of the driving machine brake or emergency brake is adjusted that will effect holding capacity

#### Maintain & clean upper / lower head - 8.6.8.13

 Visual check & clean upper / lower head area. Clean interiors - no accumulation of oil, grease, lint, dirt & refuse. Verify proper operation & adjustment of skirt obstruction device

#### Maintain entrance & egress ends - 8.6.8.14

- Maintain landing plates verify that landing plates & combplates provide a secure foothold
- Maintain pit covers present & in good condition
- If present, maintain passenger detection means on units with variation of the escalator speed (energy saving slowdown feature)

#### Maintain ride quality & overall operation

- Maintain ride quality check for unusual noise & sounds, bumps, jerky ride, etc. Check for excessive skirt brush wear if applicable
- Ensure that an ABC fire extinguisher is provided in any external control space associated with the conveyance

#### Maintain balustrades & skirts

- Maintain balustrades proper gaps, panels in place flush & secure, stop switch, no sharp edges, repair or replace any missing guard at ceiling intersection or anti slide device
- Verify that the required caution signs are located at both entrances visible to boarding passengers. Replace any missing or damaged signage

#### Lube bull gear, jack shaft, motor bearings

- Maintain lower reversing station for freedom to move, springs to be compressed evenly & carriage is not in the extremely extended position
- Grease bull gear, motor bearings & any sprocket or wheel having a grease fitting
- Flush gear case

# Chapter 4 Moving Walk Maintenance

### 4.1 Moving Walk Maintenance Tasks

Module		Module Tasks	8.6 Code Reference	Minimum Frequency		
	1	Maintain ride quality & overall operation				
Inspection	2	Maintain handrail	8.6.9.1			
	3	Maintain handrail guards	8.6.9.9	<u>o</u>		
	4	Maintain combplates, combteeth, pallet lighting	8.6.9.2(.13)	18 months		
	5	Maintain entrance & egress ends	8.6.9.12	<b>7</b>		
Su	6	Maintain balustrades & skirts		7 5		
-	7	Confirm caution signs	8.6.9.6	7		
	8	Maintain guards at ceiling intersections	8.6.9.7	-		
	9	Maintain antislide devices	8.6.9.8			
	1	Maintain pallet / treadway	8.6.9.3(.1-,4)			
al 1	2	Maintain belt-type treadway, if applicable	8.6.9.5	] s		
Technical 1	3	Maintain pallet to pallet & pallet to skirt clearance	8.6.9.3	8 months		
l c	4	Maintain pallet, rollers, tracks & chains. Lube all chains as required	8.6.9.4	1 💺		
Ĭ	5	Maintain & clean exit head	8.6.9.11	1 ≆		
	6	Maintain, clean, lube service & emergency brakes	8.6.9.10	1		
	1	Confirm signs & data plates	8.6.1.6.7			
12	2	Maintain & clean entrance head	8.6.9.11			
Technical	3	Maintain controller, starter contacts, wiring diagrams, code data plate, etc.	8.6.1.5.1 8.6.1.6.3 8.6.1.7.2	18 months		
<b>"</b>	4	Lube bull gear, jack shaft, motor bearings		1 ₽		
	5	Examine & clean handrail track		1		

### 4.2 Moving Walk Maintenance Tasks - Details

#### 4.2.1 ASME A17.1 Code 8.6 References

Maintain controller, starter contacts, wiring diagrams, code data plate, etc. - 8.6.1.5.1, 8.6.1.6.3, 8.6.1.7.2

- Maintain & clean components of controller as needed
- Confirm up to date wiring diagrams are available .
- Ensure no temporary devices or jumpers in place
- Maintain code data plates & periodic test tag
- If applicable, test & if necessary replace control battery

### Confirm signs & data plates - 8.6.1.6.7

• Replace any missing or damaged signs or data plates

#### Maintain handrail - 8.6.9.1

- Maintain handrail Ensure no damage, pinch points, repair or replace as needed
- Maintain & ensure operation of speed monitoring device
- Maintain speed specified in the applicable code

### 4.2 Moving Walk Maintenance Tasks - Details

### 4.2.1 ASME A17.1 Code 8.6 References

#### Maintain combplates, combteeth, pallet lighting - 8.6.9.2(.1-.3)

- Maintain combteeth in good condition & proper engagement. Repair, replace or remove from service as necessary
- Maintain comb impact device to operate freely
- Maintain landing plates free of tripping hazards, pallet & comb lighting is operational & of equal intensity

### Maintain pallets / treadway - 8.6.9.3(.1-.4)

- Maintain pallets / treadway repair or replace pallets / treadway with broken teeth or pallets / treadway that are worn or damaged that do not provide proper engagement
- Maintain comb-pallet impact device

### Maintain pallet rollers, tracks & chains. Lube all chains as required - 8.6.9.4

 Maintain & lubricate rollers, tracks & chains - replace rollers with signs of visible cracks and wear

### Maintain belt-type treadway, if applicable - 8.6.9.5

Maintain belt-type treadway - repair or replace as needed

### Confirm caution signs - 8.6.9.6

• Ensure any required caution signs are in present on escalators installed under A17.1-1981 & later, in good condition & visible to boarding passengers

### Maintain guards at ceiling intersections - 8.6.9.7

• Maintain ceiling intersection guards, inspect for damage verify that they are properly secure

#### Maintain antislide devices - 8.6.9.8

• Maintain antislide devices, repair or replace as needed

#### Maintain handrail quards - 8.6.9.9

• Maintain hand & finger guards. Verify they are in good condition and properly

### Maintain, clean, lube service & emergency brakes - 8.6.9.10

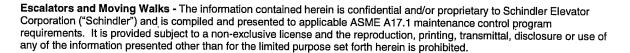
- Maintain the brake to ensure proper operation including but not limited to residual pads, lining & running clearances, pins & levers, springs, sleeves & guide bushings, discs& drums, brake coil & plunger
- Verify proper function if any part of the driving machine brake or emergency brake is adjusted that will effect holding capacity

#### Maintain & clean entrance / exit head - 8.6.9.11

 Maintain upper / lower head area. Clean interiors to prevent accumulation of oil, grease, lint, dirt, and refuse.

### Maintain entrance & egress ends - 8.6.9.12

- Maintain landing plates verify that landing plates provide a secure foothold
- Entrance & exit zones free of obstructions
- Maintain pit covers present & in good condition
- If present, maintain passenger detection means on units with variation of the moving-walk speed (energy saving slowdown feature)



### 4.2 Moving Walk Maintenance Tasks – Details

### 4.2.1 ASME A17.1 Code 8.6 References (con't)

#### Maintain pallet to pallet & pallet to skirt clearance - 8.6.9.13

• Maintain clearances so they are in compliance with applicable code

### Maintain ride quality & overall operation

- Maintain ride quality check for unusual noise & sounds, bumps, jerky ride, etc. Check for excessive skirt brush wear if applicable
- Ensure that an ABC fire extinguisher is provided in any external control space associated with the conveyance

#### Maintain balustrades & skirts

- Maintain balustrades proper gaps, panels in place flush & secure, stop switch, no sharp edges, repair or replace any missing guard at ceiling intersection or anti slide device
- Verify that the required caution signs are located at both entrances visible to boarding passengers. Replace any missing or damaged signage

### Lube bull gear, jack shaft, motor bearings

- Maintain lower reversing station for freedom to move, springs to be compressed evenly & carriage is not in the extremely extended position
- Grease bull gear, motor bearings & any sprocket or wheel having a grease fitting
- Flush gear case

# **Chapter 5** Escalator and Moving Walk Lubrication

### 5.1 Escalator Lubrication

Equipment	Suggested Grade of Lubricant			
Drive chain	ISO 68 Medium way oil			
Handrail drive chain	Mullen circle brand Vortex 300			
Step chain				
General purpose	300 sus @ 100F			
Modular (general)	ISO 68 Medium way oil			
Modular (high performance)	223 sus @ 100F			
Brake – moving parts	ISO 460 EP (AGMA#7)			
Step bushings	Lithium EP #2			
Gear box				
Modular	ISO 320 (AGMA #6)			
General	ISO 460 EP (AGMA#7)			
Synthetic	ISO 460 (syn)			
Helical gear box	ISO 220 EP (syn)			
Skirt	320 Dimethyl polysilxane			

Note: Synthetic lubricants must not be mixed with each other or with non-synthetic lubricants.

### 5.2 Moving Walk Lubrication

Equipment	Suggested Grade of Lubricant		
Drive chain	ISO 68 Medium way oil		
Handrail drive chain	Mullen circle brand Vortex 300		
Pallet chain	300 sus @ 100F		
Brake – moving parts	ISO 460 EP (AGMA#7)		
Step bushings	Lithium EP #2		
Gear box			
General	ISO 460 EP (AGMA#7) `		
Synthetic	ISO 460 (syn)		
Helical gear box	ISO 220 EP (syn)		
Skirt	320 Dimethyl polysilxane		

Note: Synthetic lubricants must not be mixed with each other or with non-synthetic lubricants.

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3.1 A

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3.1 C

Headquartered in Morristown, N.J., and employing over 5,000 people in more than 150 locations, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group, one of the leading global manufacturers of elevators, escalators and moving walks. Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange. Mr. Thomas Oetterli was appointed Schindler Group's CEO effective April 1, 2016. Mr Silvio Napoli has been Chairman of the Board of Directors and its Executive Committee since April 2017.

Schindler mobility solutions move more than one billion people every day all over the world. Behind the company's success are 57,000 employees in over 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world. The company's world headquarters is located just outside of Lucerne, Switzerland. Schindler manufactures, installs, services and modernizes elevators, escalators and moving walks for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and microprocessor technology products designed and rigorously tested for safety, comfort, efficiency and reliability. Schindler's U.S. growth strategy was initiated in 1979 with the acquisition of Haughton Elevator Company in Toledo, Ohio. In 1989, Schindler acquired the elevator and escalator business of Westinghouse Electric Corporation and quadrupled its presence in the North American vertical transportation industry. In 1990, Schindler formed the Millar Elevator Service Company, the first nationwide company specializing in service Brief history and description and modernization of all brands. In 2002, Schindler and Millar consolidated operations to provide the comprehensive product and service packages experience providing similar customers are demanding today.

of Supplier to include
experience providing similar
products and services
Total number and location
of sales persons employed

Number and location of
support centers (if
applicable) and location of

corporate office

More than 160 locations nationally, with over 600 sales persons. Schindler has over 150 local offices throughout the US and Puerto Rico dedicated to serve our customers. Headquartered in Morristown, NJ, our operations include four factories, two training centers and a R&D facility. Our footprint is larger than our competition, which guarantees reasonable response times and service quality.

				A I a also for the House	All values are in Civies CLIE million 2017–10 170: 2018 – 10 970: 2010 –
<b>-</b> 4	•	240		Annual sales for the three	All values are in Swiss CHF million. 2017=10,179; 2018 = 10,879; 2019 =
51	3	3.1 D		previous fiscal years Submit FEIN and Dunn &	11,271 FEIN number is 34-1270056; D& B 09-480-9993 Schindler does not share
51	3	3.1 D	а	Bradstreet report.	information with D&B and thus the ratings in this report are highly inaccurate.  Some of our green initiatives include: LEED Gold certification for our Hanover, PA manufacturing facility; replacing 500 sedans in our fleet with Toyota Prius
51	3	3.1 E		Describe any green or environmental initiatives or policies.	Two vehicles; the latest in green technology for all Schindler products; local material sourcing and "hub" distribution to reduce energy and transport emissions
				Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if	
				,	Existing supplier certifications are housed with the respective Strategic buyer
51	3	3.1 F			who manages the vendor relationship.
51	3	3.1 G	а	Minority Women Business Small Business Enterprise	No
51	3	3.1 G	b	(SBE) or Disadvantaged	No
52	3	3.1 G	С	Historically Underutilized Historically Underutilized	No
52	3	3.1 G	d	Business Zone Enterprise Other recognized diversity	No
52	3	3.1 G	е	certificate holder List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors	No
				meet minority-owned	It is Schindler's intentions to use their own workforce to complete the
52	3	3.1 H		standards. If any, list which	requirements of this contract and sub tier suppliers will not be required.

				Describe how supplier differentiates itself from its	Schindler has many features that will differentiate ourselves from our competition. The most important is the way we communicate both internal and externally. The tool we use to do so is Schindler AHEAD. AHEAD is our online database that allows the customer to see what is going on with their elevators in real time including preventative maintenance, callbacks, repairs, etc. AHEAD is accessible through any internet connection or smartphone. Schindler AHEAD is an innovative method for your elevators to communicate with us directly. It allows us to know what is going on 24/7 with your elevators. In the event an elevator shuts down we will be notified through our call center where additional diagnostics can take place. In addition, with the use of Schindler AHEAD, we may also be able to reduce if not eliminate extra costs for frivolous or nuisance
52	3	3.1 I		competitors.	calls due to "running on arrival"  Schindler Elevator Corporation may have various pending litigation in a number of different jurisdictions. Records of any such issues are handled by both internal and external counsel and as such, are not kept in a central location in a
52	3	3.1 J		Describe any present or past litigation, bankruptcy or reorganization involving supplier	manner that would permit easy access for each pending matter. Certain details are considered confidential. Most of these matters are considered in the ordinary course of our business and do not impact our ability to complete the work required by this solicitation.
52	3	5.13		Felony Conviction Notice: Indicate if the supplier : is a publicly held corporation	work required by this solicitation.
52	3	3.1 K	а	and this reporting is not owned or operated by	Not applicable - Schindler is a publicly held corporation
52	3	3.1 K	b	anyone who has been is owned or operated by and individual(s) who has	Not applicable
52	3	3.1 K	С	been convicted of a felony Describe any debarment or	Not applicable
52	3	3.1 L		suspension actions taken Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line.	None Elevator and escalator maintenance, installation, modification and repair. Maintenance and repair of some other equipment such as moving walks, dumbwaiters and wheelchair lifts. Schindler services all brands of equipment. Some offices may not service Fujitch or Mitsubishi elevators and Montgomery escalators due to necessary tooling to do the job and other issues associated
52	3	3.2 A		Describe the full line of	with servicing.

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Identify all other companies that will be involved in processing, handling or shipping the Provide the number, size and location of Supplier's distribution facilities. warehouses and retail network as applicable.

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Schindler has a wide variety of relationships nationally that will lead to business opportunities immediately with Omnia Partners. The National Account Manager assigned to Omnia Partners will be holding workshops with offices across the Country (via video conference until travel restrictions are lifted) to introduce the Omnia Partners agreement, set sales goals for local offices, and implement immediate opportunities for portfolio growth. In addition, we have an inside sales team that is Centrally located in Holland Ohio that qualifies and calls on noncustomers to discuss the value of working with Schindler. We will request that Omnia Partners review and approve any Omnia Partners member marketing program before we put it into place. It is our goal to make the program widely and immediately available, while not cold-calling customers in a way that would not demonstrate a good partnership.

Schindler plans to distribute the products/services to the entire United States with the exception of Guam. The market for elevators & escalators in Guam is very small, and at this time we do not have a presence on Guam other than some third-party contracts through other providers.

Participating Agencencies can validate pricing by looking at each maintenance invoice, which will show the Omnia Partners discount on the face of the invoice. Each year Schindler audits the Omnia Partner customer list within Schindler to validate all contracts, and double check to make sure the discounts are being properly applied.

#### N/A

Schindler Service Center (SSC) is a warehouse in Maumee, Ohio which provides a large inventory of OEM and after-market parts to all Schindler offices. Approximately 50,000 different replacement parts are stored at the warehouse. There are also parts distribution warehouses located in Clinton, North Carolina and Hanover, Pennsylvania.

Provide a detailed ninetyday plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market to supplier's teams nationwide, to include, but not limited to Executive leadership endorsement and the public sector go-tomarket strategy within first 10 days Training and education of Supplier's national sales the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90

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Upon execution of the Omnia Partners contract, an announcement will be distributed to all Schindler sales offices nationally. The announcement will be made by Senior Executive Leadership for Schindler, and will include a full endorsment of the Omnia Partners contract, along with strong encouragment to all offices to begin using the program immediately. This will happen within the first 5-10 days of the execution of the Omnia Partners contract.

**Days 1-30:** Internal press release from executive office. Video conferences with ALL sales offices nationally within Schindler, chaired by the Schindler National Account Manager responsible for the Omnia Partners program, explaining the Omnia Partner contract, pricing, member benefits, and sales strategy. Each sales territory will be given a customized list for their area, and encouraged to approach existing Schindler customers to guage willingness to move their contract to the Omnia Partners contract.

**Days 31-60:** Schindler customers will be encouraged to move to the Omnia/Schindler contract. We will not "spam" Omnia members, but will make the program available with incentives to use the contract.

primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to

Executive leadership
endorsement and
sponsorship of the award as the public sector go-to-market strategy within first 10 days
Training and education of Supplier's national sales force with participation from the Supplier's executive
GMNIA Partners, Public
Sector team within first 90

Upon execution of the Omnia Partners contract, an announcement will be distributed to all Schindler sales offices nationally. The announcement will be distributed to all Schindler sales offices nationally. The announcement will be made by Senior Executive Leadership for Schindler, and will include a full endorsment of the Omnia Partners contract, along with strong encouragment to all offices to begin using the program immediately. This will happen within the first 5-10 days of the execution of the Omnia Partners contract.

Internal press release from executive office. Video conferences with ALL sales offices nationally within Schindler, chaired by the Schindler National Account Manager responsible for the Omnia Partners program, explaining the Omnia Partner contract, pricing, member benefits, and sales strategy. Each sales territory will be given a customized list for their area, and encouraged to approach existing Schindler customers to guage willingness to move their contract to the Omnia Partners contract.

Provide a detailed ninetyday plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to nationwide immediately not limited to: Announcement, Master Agreement details and contact information Design, publication and distribution of co-branded marketing materials within first 90 days Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Meetings, Regional Cooperative Summits, etc.) as soon as it is practical.

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Upon execution of the Omnia Partners contract, an announcement will be distributed to all Schindler sales offices nationally. The announcement will be made by Senior Executive Leadership for Schindler, and will include a full endorsment of the Omnia Partners contract, along with strong encouragment to all offices to begin using the program immediately. This will happen within the first 5-10 days of the execution of the Omnia Partners contract. Days 1-30: Internal press release from executive office. Video conferences with ALL sales offices nationally within Schindler, chaired by the Schindler National Account Manager responsible for the Omnia Partners program, explaining the Omnia Partner contract, pricing, member benefits, and sales strategy. Each sales territory will be given a customized list for their area, and encouraged to approach existing Schindler customers to guage willingness to move their contract to the Omnia Partners contract. Days 31-60: Schindler customers will be encouraged to move to the Omnia/Schindler contract. We will not "spam" Omnia members, but will make the program available with incentives to use the contract. Days 61-90: Additional follow-up to the field offices, and follow-up to Schindler prospective Public Agencies customers on the benefits of the Omnia/Schindler program and encouragement

to make the switch. At this time we we also re-do the press release and use a upon award, to include, but success story of the first 60 days to re-empahsize the importance of the program.

Creation and distribution of Schindler would welcome the opportunity to co-brand advertisements in trade a co-branded press release publications as appropriate opportunities become available.

> Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Within the first 90 days, Schindler will produce a co-branded "Sell Sheet" for distribution to customers, potential customers, for use at trade shows, and for marketing efforts. This will explain the benefits of using the Omnia partners agreement, along with single point of contact info.

Conference, etc.), regional Schindler uses event participation and conferences as major marketing tools, (i.e. Regional NIGP Chapter and we look forward to participating! At the current time we are under a COVID-19 related travel restriction, but plan to resume normal travel and participation

				Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits	Schindler will attend, exhibit, and participate as soon as reasonable practical.  We would also like to look into being event speakers or presenters if the
53	3	3.3 B	V	to provide reasonable Design and publication of national and regional	opportunity arises.
53	3	3.3 B	vi	advertising in trade publications throughout the Ongoing marketing and promotion of the Master	Schindler would welcome the opportunity to co-brand advertisements in trade publications as appropriate opportunities become available.
53	3	3.3 B	vii	Agreement throughout its term (case studies, Dedicated OMNIA Partners,	Schindler would welcome the opportunity to co-brand advertisements in trade publications as appropriate opportunities become available.
54	3	3.3 B	viii	Public Sector internet web- based homepage on OMNIA Partners, Public	Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Schindler does not currently have a section on the website for master
54	3	3.3 B	viii	Sector standard logo; Copy of original Request for	agreements, but will have the information available on all internal sites.  Schindler does not currently have a section on the website for master
54	3	3.3 B	viii	Proposal; Copy of Master Agreement	agreements, but will have the information available on all internal sites.
54	3	3.3 B	viii	and amendments between Principal Procurement Summary of Products and	Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites. Schindler does not currently have a section on the website for master
54	3	3.3 B	viii	pricing;	agreements, but will have the information available on all internal sites.  Schindler does not currently have a section on the website for master
54	3	3.3 B	viii	Marketing Materials Electronic link to OMNIA	agreements, but will have the information available on all internal sites.
54	3	3.3 B	viii	A dedicated toll-free number and email address	Schindler does not currently have a section on the website for master agreements, but will have the information available on all internal sites.  Schindler can provide a dedicated email/phone number, but would prefer to give direct access to the National Account Managers cell phone and email so
54	3	3.3 B	viii	for OMNIA Partners, Public Sector	responses can be more direct and immediate. We will defer to Omnia's preference.

Include a list of current cooperative contracts discounts once a participation agreement is signed. While public agency partners are not required to participation, Schindler will encourage the participation as much as possible.  Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for
reproduction of such logo in marketing communications  54
follow up to leads established by OMNIA  54 3 3.3 E Partners, Public Sector. All Agreed Master Agreement was competitively solicited and  54 3 3.3 E i publicly awarded by a
54 3 3.3 E ii Best government pricing
54 3 3.3 E iii No cost to participate
54 3 3.3 E iv Non-exclusive Confirm Supplier will train This is an area where Schindler excels. We have a very large sales force and its national sales force on the sales reps and mangers are excited and committed to this opportunity for the Master Agreement. At a growth! It will be a welcome new agreement and will be marketed aggressively minimum, sales training Training will include video calls within 30 days of contract award, follow-up
54 3 3.3 F should include: sessions, and dedicated lists of target markets.

				Provide the name, title, email and phone number for the person(s), who will	
55	3	3.3 G		be responsible for:	
					Rick Bonds, Director Key Accounts
55	3	3.3 G	i	Executive Support	Rick.Bonds@schindler.com 973-224-8236
55	3	3.3 G	ı	Executive Support	Dan Winder, Manager, National Accounts
					Daniel.Winder@schindler.com
55	3	3.3 G	ii	Marketing	972-358-5063
					Dan Winder, Manager, National Accounts
					Daniel.Winder@schindler.com
55	3	3.3 G	iii	Sales	972-358-5064
					Dan Winder, Manager, National Accounts
					Daniel.Winder@schindler.com
55	3	3.3 G	iv	Sales Support	972-358-5065
					Anita Bielhart
					National Account Coordinator
55	3	3.3 G	v	Financial Reporting	Anita.Beilhart@Schindler.com 419-491-5773
55	3	3.3 G	V	i mancial Nepolang	Anita Bielhart
					National Account Coordinator
					Anita.Beilhart@Schindler.com
55	3	3.3 G	vi	Accounts Payable	419-491-5774
				•	Sheri Trzcinski, Manager National Accounts
					Sheri.Trzcinski@schindler.com
55	3	3.3 G	vii	Contracts	(419) 867-5214
					Rick Bonds, Director Key Accounts
					Rick.Bonds@schindler.com
				Describe to detail hour	973-224-8236
				Describe in detail how Supplier's national sales	Nationally, the Strategic Account Group is led by Rick Bonds (contact
				force is structured, including	· · · · · · · · · · · · · · · · · · ·
				contact information for the	Managers, who coordinate with Dan Winder (contact information above) on all
					managere, and costanions and each trained (contact and and of about ) of all
				highest-level executive in	Omnia Partner initiative and sales efforts.

55	3	3.3 1	Explain in detail how the sales teams will work with the OMNIA Partners, Publi Sector team to implement, grow and service the national program.  Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely
55	3	3.3 I	new Participating Public Agency account set-up, timely contract

The local Schindler sales teams are led by Territory Sales Managers. Initially, the public sector team would be introduced to the Territory Sales Managers, and lic would be asked their best practices on how to best grow the Omnia program. The Territory Sales Managers would also work with the National Account Manager to funnel all opportunities to the appropriate sales representative in each office for follow-up and sales close out. Schindler will manage the overall national program by using both a national and local approach. Nationally, a single point of contact (the National Account Manager) will lead and direct sales and marketing efforts, coordinate timely responses to any sales requests, and train local office account managers on working with Public Agency customers. The National Account coordination group will perform all contract administration tasks, including reporting, booking of contracts, and full circle responses. The National Account Manager will work with 9 Territory Sales Managers (if the contract is awarded nationally) on a national sales training program administered via video conference to local offices. The marketing efforts will be ongoing with quarterly and annual reviews, promotions, and analysis.

Schindler's 2019 revenue on Public Agency Sales was in excess of \$100M. Schindler does not currently segment public vs. private ownership, so an exact amount is not readily available. Additionally, the below spending only relates to maintenance and repair as much of the New Installation and Modernization work is typically bid through general contractors or property managers.

Note: Please let Schindler know if Omnia would like to contact any of the below listed individuals so that we may obtain their permission, and provide direct contact information:

New York Univ. 2019 Revenue: \$7.5M - Contact: Alexandra Freiman Maryland Transp. Administration 2019 revenue: \$6.5M - Contact: Michael Gilhooly

Metro Altanta Transp. Authority 2019 revenue: \$5.7M - Contact: Gary Dinsmore DC Transportation Authority 2019 revenue: \$5.1M - Contact: John Cirillo Baltimore Area Airports 2019 revenue: \$5M - Contact: Shari Robertson Minneapolis/St. Paul Airports 2019 revenue: \$4.7M - Contact: Rick Valentino Agency customers, the total Orange County Florida Transportation 2019 revenue: \$4M - Contact: Tom O'day Broward County Florida 2019 revenue: \$3.7M - Contact: Lori Vassello Seatac Transportation Authority 2019 revenue: \$3.2M - Contact: Doug Sinclair with a key contact for each. Chicago Airport Authority 2019 revenue: \$2.8M - Contact: Michael Stein Schindler leads the elevator/escalator industry with proprietary ActionBoard software available only to Schindler customers. ActionBoard is a comprehensive web and app based system that shows all service calls, upgrades, maintenance visits, and system information. We are also the only elevator vendor in the United States who are fully integrated with Service Channel and Corrigo work order management systems.

Schindler is not able to guarantee a certain level of sales the first three years, (as defined in Section 10 of but Omnia will have the full commitment of Schindler Elevator to market, the OMNIA Partners, Public position, and promote the use of Omnia Partners as a renewal option for existing customers as well as a go-to market strategy. We are the only elevator / escaltor company in the United States who is able to manufacture and sell American made escalators (from our factory in North Carolina). This puts us in a unique position to aggressively provide Omnia Partners entry into the new installtion escalator market in the United States with Public Agencies bound to honor the Buy America clauses.

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public purchases for each for the previous fiscal year along Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, Provide the Contract Sales Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master

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				Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will	
55	3	3.3 M		issue their own solicitations.	
55	3	3.3 M	i	Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector). If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master	See Tab 2 for all pricing offers
55	3	3.3 M	ii	Agreement. If Supplier is Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master	See below
55	3	3.3 M	iii	Agreement (Contract Sales If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement,	See below
55	3	3.3 M	iv	and include Master  Detail Supplier's strategies under these options when responding to a solicitation	See below Schindler's go-to market strategy with Omnia Partner members is to use the Omnia Partner agreemnt and agressively price each opportunity. We will not offer lower pricing outside the Omnia Partner contract for the same scope of work or same terms and conditions to members who request to go outside the agreement. Schindler will pay Omnia Partners the administraive fee for any member who uses the Omnia Partner contract, even if bid conditions require
55	3	3.3 M		(pg 55.3 (3.3)(M)i thru iv)	pricing lower than the standard Master Agreement pricing.

(3)

				E
			Describe how Offeror responds to emergency	s
14 IV	2 b	iv	orders.	s
14 IV	2 b	v	What is your business philosophy?	İI
				0
			What is your practice to assist agency in	s
14 IV	2 b	vi	prioritization schedules for repair and maintenance?	ti
14 IV	2 b	vii	What is Offeror's average on time callbacks?	F
			ů,	T
				r
				p
				S
				i
				r
				d
				5
				r
				ic
			What is the Offeror's "Emergency Call Back"	į
14 IV	2 b	viii	process? What is the average response time? If applicable, describe your Inspection Services	ir S
14 IV	2 b	ix	and process.	а
				S
				C
				f
				b
				C
				S
				h
				C
				a
				d
			Describe your ability to keep occupied work sites	V
14 IV	2 b	x	protected and waste free.	ŀ

Emergency (entrapment) work orders are handled immediately. The closest technician to the emergency is dispatched to the location. That technician closes the job they are on, leave immediately for the emergency site, and resolve the emergency. Once the emergency is resolved, the technician will return to their regularly scheduled work.

Our goal at Schindler is to provide the highest level of elevator service, repair, modernization and new installations available in the industry.

The Field Superintendent's main responsibility is the supervision of the service and repair technicians that work on the equipment so as to conform to customer and company requirements as related to quality improvement, safety, customer satisfaction, and cost improvements in support of their Area objectives. They are also responsible for employee selection, training and safety for all assigned projects. If additional staffing is needed they will discuss with the local Branch Managers and/or District Managers.

Response time may vary by contract, however the Schindler standard is 4 hours during normal business hours. The Schindler Customer Service Network (SCSN) handles calls for service on elevators and escalators. At the call center located in Holland, Ohio, the team works hard to respond quickly and professionally to your requests and to efficiently dispatch a Schindler technician to resolve problems. Team SCSN is dedicated in providing customers with a portal to call 24 hours a day 7 days a week for placing service calls. During these service calls a certified SCSN employee will enter the description of the unit malfunction and or basis of the call into our SAP system, dispatch the service technician(s), and provide the customer with an ETA (Estimated Time of Arrival). Once the customer receives an ETA and the technician(s) fixes the malfunction, the service request is considered closed. Schindler also audits over 1000 calls per month to assess call handling time, dispatch time, delivery of ETA information, and closeout. For everyone involved in handling calls, both our SCSN associates and our technicians, this helps reinforce our goal of prompt, efficient handling of your requests. Our SCSN people do a lot more than handle your service calls. One group performs extensive analysis of the root-cause issues reported during callback closeouts. Using this information, they can help identify certain components and types of equipment experiencing significant reliability issues. This information is shared with our Service Engineering group, which works to develop product and service solutions to further improve reliability. Response time may vary by contract.

See attached "Maintenance Control Plans." Modules may change depending on contractual requirements and as processes are updated.

Schindler's job site housekeeping standards and policy reflect the understanding that proper storage and disposal of materials is a significant part of the safe work environment. Each Schindler employee is responsible for maintaining their immediate work area free of trip hazards, trash and debris or any other non-necessary materials. This is extremely important due to the potential for objects to fall into open hoistways while work is being performed. All trash and packing materials are to be disposed of in the appropriate containers at the completion of the related task or no later than the end of the shift. All tools are to be stored properly after use and secured by the end of the shift.

Schindler employees are expected to use job site sanitation facilities provided and adhere to any site-specific housekeeping requirements in addition to the requirements specific to Schindler. The Mechanic / Mechanic-in-charge and the superintendent audit work area housekeeping practices during periodic site safety inspections and behavior observations to ensure compliance to Schindler and site standards.

Schindler will consult and follow the job site's waste management plan to ensure all wastes are placed in designated areas established by the owner / General Contractor. Arrangements and coordination with the site will be made in advance. Schindler Approved Waste Vendors: EPS of Vermont -and- Safety-Kleen -and- Clean Harbors.

14 IV	2 b	хi	Describe Offeror's ability to meet service and warranty needs.
14 IV	2 b	xii	Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
14 IV 14 IV	2 b 2 b	xiii xiv	Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards. Describe Offeror's contract implementation/customer transition plan.
14 IV	2 b	xv	Describe the financial condition of Offeror.
14 IV	2 b	xvi	Provide a website link in order to review website ease of use, availability, and capabilities related to ordering and reporting. Describe the website's capabilities and functionality.
14 IV	2 b	xvii	Describe the Offeror's safety record.

Because of our systems integration and revolutionary technology, Schindler can service your needs in real time. This scheduling prioritizes the completion of preventative maintenance and incorporates additional requests off scheduled maintenance visits. Our real-time scheduling tool, known as Schindler's Repair Planner, allows Schindler to place customer requests, local inspection authority work, or 3rd party tasks into our technician's daily work flow. In Schindler's Service Excellence model these additional items are pulled into our technicians Field Link when they arrive at a location to complete preventative maintenance. In the event of an unscheduled deviation from our prioritized preventative maintenance approach, such as an entrapment, our Field Link tool will automatically dynamically reschedule the preventative maintenance that was interrupted for completion. This is accomplished by considering GPS data and the location of our technician at the completion of the interruption. In the event that he is within a certain radius the technician will be rescheduled back to the original preventative maintenance location. If this location is not efficient and effective to maximize our maintenance, the preventative maintenance will be scheduled for completion the next day. Thereby guaranteeing that Schindler will do what we say we will as your maintenance provider. Schindler integrates our focus on eliminating repeat callbacks directly into the fabric of our service operation each day. This is accomplished through our stringent ISO processes. Working through our proprietary service delivery systems, we are the first in the industry to fully integrate all our service technology tools into one seamless platform. This is not an evolution of our service; it is a revolution. A revolution in the way we communicate. A revolution in the way we provide maintenance. A revolution in the way we serve you. representative. The Schindler representative receiving the complaint owns that problem. All phone call messages received by Schindler shall be returned within 24 hours, even if it is to only acknowledge receipt of

the complaint. If the reported problem cannot be immediately resolved, further follow-up and an action plan will be provided to the customer within 48 hours. In the event of a dispute, Schindler encourages the local Schindler representative and/or field superintendent and the local customer management to work though the issue. In the event they cannot reach agreement the matter should be escalated to the local Schindler manager. If the local parties cannot come to a resolution, Schindler's national account manager will discuss and work toward resolution with customer's national point of contact. On the rare occasion when the national account manager cannot reach a mutually agreeable solution, Schindler's Director of National Accounts and/or VP-Existing Installations will step in to assist. Should Schindler and the customer not reach an agreement, Maintenance customers are billed by the Service Invoicing Specialist in a time frame consistent with the terms and conditions of their maintenance contracts (annually, quarterly, monthly, etc). Invoices are generated approximately mid-month in the month preceding the invoice date. E-Pay Cusomer Portal is a website where customers can make payments and access copies of invoices or statements for their accounts. Via the portal, customers can pay invoices with either credit cards or electronic checks (E-Checks). Payments are accepted in a secure environment by credit card: American Express, Visa, MasterCard or E-Check and customers can self register.

See attached "Schindler Transition Plan"

Schindler Elevator has been in business over 140 years, which affirms the financial stability of the company. As a publicly traded company, the financial data is available in our annual report. Anything not in the annual report could be considered proprietary. We can share with you that our history of growth and projections have us positioned as one of the four largest elevator companies in the World and the largest in many markets. https://www.schindler.com/us/internet/en/service-maintenance/schindler-ahead.html

Schindler AHEAD is an analytical tool which enables Schindler to predictively analyze and resolve possbile service issues before they occur on connected equipment. This reduces and eliminates downtime. Building owners and facility managers have access to operational performance and commercial data about their equipment portfolio for better maintenance and management. This platform connects all involved parties to provide relevant information in real time

As stated in the OSHA form filed for 2019, there were 0 deaths, 80 injuries. There were 17 cases requiring days away from work; 41 cases with job transfer or restriction and othere recordable cases is listed as 22.

14 IV	2 b	xviii	Provide any additional information relevant to this section. (Performance and Capability)
14 IV	2 c	i	Provide a brief history of the Offeror, including year it was established and corporate office location.
14 IV	2 c	ii	Describe Offeror's reputation in the marketplace
14 IV	2 c	iii	Describe Offeror's reputation of products and services in the marketplace
			Describe the experience and qualification of key
14 IV	2 c	iv	employees
14 IV	2 c	V	Describe Offeror's experience working with the government sector.
15 IV	2 c	vi	Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

See all comments above

Headquartered in Morristown, N.J., and employing over 5,000 people in more than 150 locations. Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group, one of the leading global manufacturers of elevators, escalators and moving walks. Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange. Mr. Thomas Oetterli was appointed Schindler Group's CEO effective April 1, 2016. Mr Silvio Napoli has been Chairman of the Board of Directors and its Executive Committee since April 2017. Schindler mobility solutions move more than one billion people every day all over the world. Behind the company's success are 57,000 employees in over 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world. The company's world headquarters is located just outside of Lucerne, Switzerland. Schindler manufactures, installs, services and modernizes elevators, escalators and moving walks for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and microprocessor technology products designed and rigorously tested for safety, comfort, efficiency and reliability. Schindler's U.S. growth strategy was initiated in 1979 with the acquisition of Haughton Elevator Company in Toledo, Ohio. In 1989, Schindler acquired the elevator and escalator business of Westinghouse Electric Corporation and guadrupled its presence in the North American vertical transportation industry. In 1990, Schindler formed the Millar Elevator Service Company, the first nationwide company specializing in service and modernization of all brands. In 2002, Schindler and Millar consolidated operations to provide the comprehensive product and service packages customers are demanding today.

Schindler Elevator is the third largest elevator and escalator provider in the United States with a reputation for quality engineering, the best safety record of any major provider, and inivative technology. Due to the long history of manufacturing in the United States, Schindler also enjoys a strong reputation for delivering results in a complex and competitive marketplace, especially in public sector work where Buy America and US based industry is a strong competitive advantage.

Schindler has received accolades from consultants, customers, and even industry peers for industry leading technology and maintenance services. Schindler's Adaptive Service Model customizes maintenance for specific OEMs and elevator/escalator usage to increase reliability and reduce shutdowns. This has led to an earned reputation for excellence and quality. Schindler's portfolio of products are second to none, and in fact some of our largest competitors routinely purchase parts manufactured by Schindler, or even enter into manufacturing agreements with Schindler based on the Schindler reputation for quality, craftmanship, and reliability.

Greg Ergenbright has served as President for Schindler, US Operations since April, 2013. Prior to this position, he was Vice President for the East Area. Greg joined Schindler rom Norment Security Group where he served as President/CEO. Prior to this position, Ergenbright worked for Otis Elevator for 15 years in positions of increasing responsibility leading to a Region General Manager position.

Martijn Oechies: Senior VP, Existing Installations - Martin assumed the role in February 2020. He has been with the senior management team in Germany as part of Schindler Group. He has held a variety of roles in Germany including Field Operations Director since starting with Schindler in January 2013. Schindler has decades of experience in federal, state, and local government work on new installation, maintenance, repair, and modernization of elevators and escalators. Currently Schindler has over 1,000 government jobs in the United States, worth in excess of \$100M in annual revenue.

Records of any such issues are handled by both internal and external counsel and as such, are not kept in a central location in a manner that would permit easy access for each pending matter. Certain details are considered confidential. Most of these matters are considered in the ordinary course of our business and do not impact our ability to complete the work required by this solicitation.

Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

- 1. CBRE; Katie Browne, Procurement Manager; (901) 620-3006; katie.browne@cbre.com; Memphis, TN; multiple accounts with the 3rd largest management company in the world providing maintenance services, repair, modernization and new installation of vertical transportation in excess of 5 years
- 2. TJX; Bethany Bonito, Mgr Facilities Management and Services; bethany\_bonito@tjx.com; Marlborough, MA; Schindler provides maintenance and repair to 250 300 units. Also provided is modernization and new installation services.
- 3. Avendra; William Key, Director Strategic Sourcing; (301) 825-0061; william.key@avendra.com; Rockville, MD; multiple accounts providing maintenance services, repair, modernization and new installation services.
- 4. JLL; Steve Zsigray, Managing Director for the Midwest Region; (312) 315-2460; steve.zsigray@am.jll.com; Chicago, IL; multiple accounts providing maintenance, repair, modernization and new installation services in excess of 5 years.
- 5. Barnes & Noble; Dotty McNally, Director of Facilities, North America; (212) 633-3387; DMcNally@bn.com; New York, NJ; multiple accounts providing maintenance, repair, modernization and new installation services in excess of 20 years.

15 IV 2 c vi

# Schindler Transition Plan

Planning is at the heart of every successful program implementation. If Schindler is selected to partner with you, we work directly with your senior property managers to create a detailed transition plan so that there is a seamless changeover and we are sure to address your specific organizational needs. The follow is s a detailed plan outline that we have used with success to effectively transition portfolios.

3 V	Veeks Prior to Start Date:
	Identify Key Technicians Identify Technical Support Team Identify and Order Critical arts Review Contract and Customer Requirement with Account Team Meet with Each Building Management Team
2 V	Veeks Prior to Start Date:
	Execute Off Site Training of Assigned Building Technicians As Needed Equip Technicians with Any Building Specific Service Items Review Callback Record and Prepare Call Reduction Plan
1 V	Veek Prior to Start Date:
	Meet with Local Management Team Set-Up Internal Call Center Data Flows Meet with Property Management Team for Training Train Office Staff and Call Center Staff on Contract Conditions
Fin	st Week of Contract:
	On Site Team Welcome Process Meeting Deploy Technical Team to Job Execute Callback Reduction Process Performance Meeting
Fir	st Month of Contract:  Deploy Technical Team to Job Execute Callback Reduction Process Performance Meeting Gather Wiring Diagrams to Engineer Schindler Remote Monitoring
Se	cond Month of Contract:
	Performance Meeting
Th	ird Month of Contract:
	Performance Meeting

# Schindler Elevator Corporation Maintenance Control Program Hydraulic Elevator



Job Name:	Contractor #
Job Address:	
Bank ID / Elevator Numbers:/	
Year	

Making Safety Devices Inoperative or Ineffective - No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections, maintenance, repair and replacement, provided that the installation is first removed from normal operation. Such devices shall be restored to their normal operating condition in conformity with the applicable requirements prior to returning the equipment to service. (8.6.1.6.1) (8.6.1.7.3)

Painting - Care shall be used in the painting of the equipment to make certain that it does not interfere with the proper functioning of any component. Painted components shall be tested for proper operation upon completion of painting. (8.6.1.6.4)

Workmanship - Care should be taken during operations such as torquing, drilling, cutting, and welding to ensure that no component of the assembly is damaged or weakened. Rotating parts shall be properly aligned. (8.6.1.6.6)

**Lubrication** - Lubricants equivalent to the type and grade recommended by the manufacturer should be used on all parts of the machinery and equipment requiring lubrication. Alternative lubricants shall be permitted when intended lubrication effects are achieved. All excess lubricant shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow. (8.6.1.6.2) (See Schindler Lubrication Manual SS-1126)

Fire Extinguishers - In jurisdictions not enforcing NBCC, Class "ABC" fire extinguishers shall be provided in elevator electrical machine rooms, control rooms, and control spaces outside the hoistway intended for full body entry and they shall be located convenient to the access door. (8.6.1.6.5)

Plates/Signs/Tags - All signs including the code data plate and periodic test tag shall be present and comply with applicable requirements. (8.6.1.5.1) (8.6.1.7.2) (8.6.1.6.7)

Controllers and Wiring - Controllers shall be clean and free of accumulated foreign material that could interfere with operation. Controller shall not have any temporary wiring. Jumpers, if used for testing shall be removed from equipment and machine room/area prior to returning equipment to service. Elevator circuit shall not contain any substitute wire or current-carrying device for correct fuse or circuit breaker. (8.6.1.6.3)

The actual maintenance intervals shall be based on equipment age, conditions, wear, quality, usage, environment and technology. Refer to Owner's Manual for any unique product related procedures.

Ма	Maintenance Log – Hydraulic							Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	ule	Module Tasks Check if Non-applicable	Minimum	in C	sert i mple		s in a	ppro	oriate	box	whe	n mo	odule	e is			
	1	Maintain hoistway access switches & examine car top equipment		8.6.4.14		T			Ī								
	2	Lube guide rails, as applicable		8.6.4.3(.15)	1		┪		1	1							
		Maintain oil buffers		8.6.4.4	]	Г	Т										
1	4	Maintain cylinder corrosion protection monitoring		8.6.5.11	months		Т										
ča		Maintain safety bulkhead		8.6.5.8	] ह												
O	6	Maintain overspeed valve		8.6.5.13													
	7	Maintain gland packings, seals, collection of oil leakage		8.6.5.5	18												
1	8	Maintain & clean water hydraulic plunger		8.6.5.3	1		Т	1		Т							
ļ		Clean hoistway & pit		8.6.4.7(.14)	1		T	T		1							
	10	Clean car top		8.6.4.9	1												$\Box$
Space	1	Maintain overall machine room space / controller room space		8.6.4.8(.15)													
l Sp	2	Maintain relief value setting & examine pump unit operation & components		8.6.5.9	_ ع												
Machine Room /	3	Maintain tank level		8.6.5.4	Months				T								
&	4					1	$\top$	$\top$	$\top$	<b>T</b>							
2	5	Maintain flexible hose & fittings			1 ∞				$\top$	T			l				
Ē	6	Maintain & clean pressure tanks		8.6.5.1.1	┨ "	Г		$\top$	1	1							
1 2	7	Maintain liquid level in pressure tanks (2/3)		8.6.5.1.2	1			1	$\top$	T		1					
≥	8	Maintain anti-creep function		8.6.5.12	1	Г	$\top$	1	$\top$	1						$\Box$	

Ма	inte	enance Log – Hydraulic (con't)			ım incy	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	ule	Module Tasks  Check if Non-applicable	<b>V</b>	8.6 Code Reference	Insert initials in appropriate box when module is complete												
	1	Maintain car emergency system & examine cab interior components, fixtures		8.6.4.15													
	2	Maintain car door electrical contacts or car door interlocks		8.6.4.13.1b													
	3				1												
	4	Maintain hoistway door unlocking devices & escutcheons		8.6.4.13.1e													
	5	Maintain hoistway door interlocks or mechanical locks & electrical contacts		8.6.4.13.1a													
١.	6	Maintain vision panels & grilles		8.6.4.13.1d	တ												
Hoistway	7	Maintain door hangers, tracks, rollers, upthrusts & safety retainers		8.6.4.13.1f	months												
[ 훈	8	Maintain astragals & resilient members, door space guards & sight guards		8.6.4.13.1g	18												
	9	Maintain sills & bottom guides, fastenings, condition & engagement		8.6.4.13.1h								is .					
	10	Maintain interconnecting means		8.6.4.13.1j	1												
	11	Maintain door closers		8.6.4.13.1k	]												
	12	Maintain clutches, engaging vanes, retiring cams & engaging rollers		8.6.4.13.1i													
1	13	Maintain door restrictors															
	14	Maintain closing kinetic energy & closing force		8.6.4.13.2	1												
	15 Maintain stopping accuracy & ride unit 8.6.4.16																

### Name, Signature, Initials & License # of any technician who completes modules.

Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
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lyd	raı	ılic Category 1 Log Date _					
Modu		I	on-applicable	· √	8.6 Code Reference	Complete (√ Check when complete)	Initials (Initial when complete)
		Relief Valve Setting & System Pressure	)		8.6.5.14.1		
ļ		Hydraulic Cylinders & Pressure Piping			8.6.5.14.2		
		Normal Terminal Stopping Devices Governors			8.6.5.14.3 (a)		
ŀ		Safeties			8.6.5.14.3 (b) 8.6.5.14.3 (c)	ļ	1
ŀ	-	Oil Buffers			8.6.5.14.3 (d)	<del>                                     </del>	1
İ		Firefighters' Emergency Operation			8.6.5.14.3 (e)		
-	8	Standby or Emergency Power Operation	onn		8.6.5.14.3 (f)		1
5	9	Power Operations of Door System			8.6.5.14.3 (g)		
Category 1		Emergency Terminal Speed-Limiting De Emergency Terminal Stopping Device	evice and		8.6.5.14.3 (h)		
٦		Low Oil Protection Operation			8.6.5.14.3 (i)		
İ		Flexible Hose & Fitting Assemblies Pressure Switch	м,		8.6.5.14.4 8.6.5.14.5		-
ŀ		Power Operation of Doors	***		8.6.5.14.6		-
		Slack-Rope Device		<u> </u>	8.6.5.14.7		+
	500	ditional Test Required in Ontario, Can	ada Onlo		Code Adoption		
		Plunger Gripper	aua Only		Documents CAD 8.6.5.14.8		
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Module	Module Tasks	Check if Non-applicable		8.6 Code Reference	Complete (√ Check when complete)	(Initials (Initial when complete)
2	Governors Safeties Oil Buffers			8.6.5.16.1		
<b>ω</b> 4	Coated Ropes Wire Rope Fastenings			8.6.5.16.2 8.6.5.16.3		
<b>a</b> 7	Plunger Gripper (If Ontario, Cana Overspeed Valve C2 Freight Elevator Loading	ada see Line 9 Below)		8.6.5.16.4 8.6.5.16.5 8.6.5.16.6		
Ad	ditional Test Required in Ontari	o, Canada Only	İ	Code Adoption Documents CAD 8.6.5.17		
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lyd	raulio	Call	back Log			
a c	allback	turns ir	ito a repair / replacement – als	so record on Repair / F	Replacement log.)	
ate	Time	(Init/e)	Description of Callback	· · · · · · · · · · · · · · · · · · ·	Resolution of Callback	Initials
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Hyd	raulic	Repai	r/	Rep	placement / Log		
Date	Time	Unit(s)		Replacement	Description of Repair or Replacement	Repair or Replacement Preformed	Initials
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Fire	Sei	rvice Test Log				m ncy	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Mode	ule	Module Tasks  Check if Non-applicable	√	8.6 Code Reference		Minimum Frequency	Inse			in ap	prop	riate	e box	whe	en m	odule	e is		
ers'	1 5	Phase I keyed to on, elevator arrived at lobby, door(s) remain open. Elevator responded accordingly.	Ì	8.6.11.1		Periodically*													
accordingly.  In car, Phase II keyed to on, run elevator at least one floor. Elevator responded accordingly.  Return Phase II Keyswitch to off, then press																			
	3	Return Phase II Keyswitch to off, then press Phase I to the off position. Elevator operates normally.		8.6.11.1		Pei													
Whe	n app pany	licable, if building owner is performing Firefight is notified if any deficiencies are found. Refer to	er's o loc	Emergenc	y Op r anv	eratio additi	n tas onal	ks, e	ensu	re co	ontra	acte	d ele	vato	or ma	ainte	nan	ce	
		ocal code for interval.			•				,										
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Sm	oke	& Heat Detector Test Log				r Si	Jan	Feb	Mar	Apr	Мау	Jun	3	Aug	Sep	Oct	Nov	Dec	
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		fain Lobby smoke detectors tested, elevators) return					<u> </u>										T	Г	
Device	Т	Iternate floor, parked with doors open.  est remaining lobby smoke detectors on remaining issociated with recall, elevator returned to main lobb					_												
tiation	o F	arked with doors open. Return Phase II Keyswitch to off, then press Phase I Position. Elevator operates normally.	-			- E													
d Initia (FAID)	4 0	Machine room smoke detector tested, elevator return lesignated landing, parked with doors open.	ned to	)		Annual	$I^-$				•								
Fire Activated Initiation Device (FAID)	5 le	icosgriated tarioning, parked with doors open. doistway smoke detector tested, elevator returned to evel, parked with doors open (test may require assis levator mechanic).																	
elevator mechanic).  6 Machine room heat detector tested, initiating shunt trip activation.																			
7 Hoistway heat detector tested, initiating shunt trip activation. 8 Heat detectors are 135 degree fixed.																			
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### Schindler Elevator Corporation Maintenance Control Program Traction Elevator



Job Name:	Contractor #							
Job Address:								
Bank ID / Elevator Numbers:/								
Year								

Making Safety Devices Inoperative or Ineffective - No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections, maintenance, repair and replacement, provided that the installation is first removed from normal operation. Such devices shall be restored to their normal operating condition in conformity with the applicable requirements prior to returning the equipment to service. (8.6.1.6.1) (8.6.1.7.3)

Painting - Care shall be used in the painting of the equipment to make certain that it does not interfere with the proper functioning of any component. Painted components shall be tested for proper operation upon completion of painting. (8.6.1.6.4)

**Workmanship** - Care should be taken during operations such as torquing, drilling, cutting, and welding to ensure that no component of the assembly is damaged or weakened. Rotating parts shall be properly aligned. (8.6.1.6.6)

Lubrication - Lubricants equivalent to the type and grade recommended by the manufacturer should be used on all parts of the machinery and equipment requiring lubrication. Alternative lubricants shall be permitted when intended lubrication effects are achieved. All excess lubricant shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow. (8.6.1.6.2) (See Schindler Lubrication Manual SS-1126)

Fire Extinguishers - In jurisdictions not enforcing NBCC, Class "ABC" fire extinguishers shall be provided in elevator electrical machine rooms, control rooms, and control spaces outside the hoistway intended for full body entry and they shall be located convenient to the access door. (8.6.1.6.5)

Plates/Signs/Tags - All signs including the code data plate and periodic test tag shall be present and comply with applicable requirements. (8.6.1.5.1) (8.6.1.7.2) (8.6.1.6.7)

Controllers and Wiring - Controllers shall be clean and free of accumulated foreign material that could interfere with operation. Controller shall not have any temporary wiring. Jumpers, if used for testing shall be removed from equipment and machine room/area prior to returning equipment to service. Elevator circuit shall not contain any substitute wire or current-carrying device for correct fuse or circuit breaker. (8.6.1.6.3)

Rope Replacement Criteria - Written records to be keep on site for replacement criteria. (8.6.1.4.1 (c)(4))

The actual maintenance intervals shall be based on equipment age, conditions, wear, quality, usage, environment and technology.

Refer to Owner's Manual for any unique product related procedures.

Maintenance Log – Traction							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	lule	Module Tasks Check if Non-applicable	<b>V</b>	8.6 Code Reference	Minir	The due to the due to						n mo	odule	is				
	1	Maintain hoistway access switches & examine car top equipment		8.6.4.14														
	2	Maintain compensation sheaves & switches		8.6.4.18.1	] ,	18 months												
۱.	3	Lube guide rails, as applicable		8.6.4.3(.15)	] {													
Ça	4	Maintain oil buffers		8.6.4.4	1 3													
-		Maintain safety mechanisms		8.6.4.5														
l	6	Maintain runby		8.6.4.11	_  ՟	Ŧ				ļ								
1	7	Clean hoistway & pit		8.6.4.7(.14)	_													
	8	Clean car top		8.6.4.9														
o o	1	Maintain suspension & compensation means		8.6.4.1														
Room / Space	2	Refastening or resocketing of car hoist ropes on winding drum machines		8.6.4.10	1	l												
Ē	3	Maintain governor, seals, operation & condition		8.6.4.12	] {													
e Roo	4	Maintain ascending car overspeed & unintended car movement protection	-	8.6.4.17	1 0	18 Months												
Machine	5	Maintain governor wire ropes		8.6.4.2	٦ '	-												
Mac	6	Maintain overall machine room space / controller room space		8.6.4.8(.15)														

Maintenance Log – Traction (con't)																		
					E	ency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	lule	Module Tasks Check if Non-applicable	8.6 Code Reference	Minin	Unsert initials in appropriate box when module is complete										is			
	1	Maintain car emergency system & examine cab interior components, fixtures		8.6.4.15														MIN
İ	2	Maintain car door electrical contacts or car door interlocks		8.6.4.13.1b	1													
	3	Maintain door reopening devices		8.6.4.13.1c	7													
	4	Maintain hoistway door unlocking devices & escutcheons		8.6.4.13.1e	1													
	5	Maintain hoistway door interlocks or mechanical locks & electrical contacts		8.6.4.13.1a														
1	6	Maintain vision panels & grilles		8.6.4.13.1d	8 months													
Hoistway	7	Maintain door hangers, tracks, rollers, upthrusts & safety retainers		8.6.4.13.1f									•					
동	8	Maintain astragals & resilient members, door space guards & sight guards		8.6.4.13.1g														
	9	Maintain sills & bottom guides, fastenings, condition & engagement		8.6.4.13.1h	]													
1	10	Maintain interconnecting means		8.6.4.13.1j	1													
	11	Maintain door closers		8.6.4.13.1k														
	12	Maintain clutches, engaging vanes, retiring cams & engaging rollers		8.6.4.13.1i														
1	13	Maintain door restrictors		8.6.4.13.11	1													
1	14	Maintain closing kinetic energy & closing force		8.6.4.13.2	1													
1		Maintain driving-machine brake		8.6.4.6	7.	ı												
L	16	Maintain stopping accuracy & ride unit		8.6.4.16	7	1												

### Name, Signature, Initials & License # of any technician who completes modules.

Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
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Job Name:
Job Address:
Traction Category 1 Log

Module		Module Tasks  Check if Non-applicable	8.6 Code Reference	Complete (√ Check when complete)	Initials (Initial when complete)	
	1	Oil Buffers		8.6.4.19.1		1 ' '
	2	Safeties		8.6.4.19.2		
1	3	Governors		8.6.4.19.3		
	4	Slack Rope Devices on Winding Drum Machines (A17.1-2010 code)		8.6.4.19.4		
	4	Slack-Rope Devices and Stop Motion Switch on Winding Drum Machines (A17.1-2013 code)		8.6.4.19.4		
		Normal & Final Terminal Stopping Devices		8.6.4.19.5		
		Firefighters' Emergency Operation		8.6.4.19.6		
	7	Standby or Emergency Power Operation		8.6.4.19.7		
		Power Operations of Door System		8.6.4.19.8		
_	9	Broken Rope, Tape or Chain Switch		8.6.4.19.9		1
Category	10	E/E/PES Electrical Devices Operate - Written Procedure (See Owner's Manual) (A17.1-2010 code)		8.6.4.19.10		
Cate	10	Functional Safety of SIL Rated Devices (A17.1-2013 code)		8.6.4.19.10		
	11	Ascending Car Overspeed Protection & Unintended Car Movement		8.6.4.19.11		
	12	Traction-Loss Detection Means		8.6.4.19.12		
	13	Broken-Suspension-Member & Residual-Strength Detection Means		8.6.4.19.13		
	14	Occupant Evacuation Operation (A17.1-2013 code only)		8.6.4.19.14		
	15	Two-way Communication Means (A17.1-2013 code only)		8.6.4.19.15		
	16	Means to Restrict Hoistway or Car Door Opening (A17.1-2013 code only)		8.6.4.19.16		

### Name, Signature, Initials & License # of any technician who completes Category 1 tasks.

Date \_\_\_\_\_

Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)

Job Name:	 		 _
Job Address:			
	•	•	 <del>_</del>

# **Traction Category 5 Log**

Date

Modulo		Module Tasks		Complete	Initials
MOG	aule		8.6 Code √ Reference	(√ Check when complete)	(Initial when complete)
	1	Car and Counterweight Safeties	8.6.4.20.1		
	2	Governors	8.6.4.20.2		
	3	Oil Buffers	8.6.4.20.3		
	4	Braking System (A17.1-2010 code)	8.6.4.20.4		
	4	Driving Machine Brake (A17.1-2013 code)	8.6.4.20.4		
	5	Emergency & Standby Power Operation	8.6.4.20.5		,
		(A17.1-2010 code only)			
'n	6	Emergency Terminal Stopping & Speed Limiting Devices	8.6.4.20.6		1
Category		Power Operating of Doors	8.6.4.20.7		· · · · · · · · · · · · · · · · · · ·
ਲੱ	8	Leveling Zone & Leveling Speed	8.6.4.20.8	<u> </u>	
l #		Inner Landing Zone	8.6.4.20.9		
ျပ		Emergency Stopping Distance (A17.1-2010 code)	8.6.4.20.10		
	10	Braking System, traction and Traction Limits (A17.1-2013 code)	8.6.4.20.10		
	11	Emergency Brake	8.6.4.20.11		
			Code		
	Add	itional Test Required in Ontario, Canada Only	Adoption		
			Documents	1	
	12	Seismic Devices Maintenance	CAD 8.6.4.22		

# Name, Signature, Initials & License # of any technician who completes Category 5 tasks.

Technician's Printed Name:		Signature:	
		Date: (dd/mm/yyyy)	
Technician's Printed Name:		Signature:	
		Date: (dd/mm/yyyy)	
		Signature:	
		Date: (dd/mm/yyyy)	
		Signature:	
License #:	Initials:	Date: (dd/mm/yyyy)	
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License #:	Initials:	Date: (dd/mm/yyyy)	
Technician's Printed Name:		Signature:	
License #:	Initials:	Date: (dd/mm/yyyy)	
Technician's Printed Name:		Signature:	
		Date: (dd/mm/yyyy)	
		Signature:	
License #:	Initials:	Date: (dd/mm/yyyy)	
Technician's Printed Name:		Signature:	
		Date: (dd/mm/yyyy)	
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		Date: (dd/mm/yyyy)	

Job	Name	):				
Job	Addre	ess:				
	oack I	_	a repair / replacement – also	record on Repair / F	. Replacement log.)	RECOLOGICA PROPERTIES AND AND AND AND AND AND AND AND AND AND
Date	Time	Unit(s)	Description of Callback		Resolution of Callback (Action completed to place back in service or left shut	Initials
					down)	
				- <del>170-1</del>		
				<del>/</del>		
			· · · · · · · · · · · · · · · · ·			
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Print comp	name, s leted ta	signature sks in as	, initials & license # of each	n person who comp	pleted tasks on this record. The initials are to match th	e
Techi	nician's	Printed	Name:		Signature:	<del></del>
Licen	se #: _			Initials:	Date: (dd/mm/yyyy)	
					Signature:	
					Date: (dd/mm/yyyy)	
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	Name Addra						
JOD 1	Auure	ss:	oleksonimus Montenanimus	omesmetalith Monography			
Repa	ir / R	eplace	eme	ent	/ Log		
Date	Time	Unit(s)	1	Replacement	Description of Repair or Repla	cement Repair or Replacement Preformed Ini	itials
			Repair	Repla	< √ Check if Repair and/or Replacem	ent (Action completed to place back in service or left shut down)	
			-				
Print n	ame, s	ignature	e, ini	itials	& license # of each person wh	o completed tasks on this record. The initials are to match the	-
•		s <b>ks in a</b> : Printed				Signature:	
						s: Date: (dd/mm/yyyy)	
Techn	ician's	Printed	Na	me:		Signature:	
						s: Date: (dd/mm/yyyy)	
						Signature:	
						s: Date: (dd/mm/yyyy)	
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						s: Date: (dd/mm/yyyy)	
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Job	Na	me:						_										
Job	Ad	dress:						_										
Bar	k IC	) / Elevator Numbers:	_/_					Mandar										
Yea	r																	
MARIE VICTORIO										econoccidencia controversa	Managaran (managaran (	mere por de sus este Mestico de sus este de					ppercupiosos centulaismass	
Fire	Se	rvice Test Log				urcy	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	ule	Module Tasks  Check if Non-applicable	<b>√</b>	8.6 Code Reference	e Minim	Freque	Inse com	ert ini	tials	in ap	prop	riate	e box	whe	en m	odule	e is	
Firefighters' Emergency	Operation 5	Phase I keyed to on, elevator arrived at lobby, door(s) remain open. Elevator responded accordingly.  In car, Phase II keyed to on, run elevator at least		8.6.11.1 8.6.11.1		Periodically*												
Firef	<b>8</b> 3	one floor. Elevator responded accordingly.  Return Phase II key switch to off, then press Phase I to the off position. Elevator operates normally.		8.6.11.1		Perio												
Whe com	n app pany	olicable, if building owner is performing Firefighte is notified if any deficiencies are found. Refer to	r's l loca	Emergency al code for	Opera	atioi dditi	n tas onal	ks, e frec	nsu Juen	re co cies.	ontra	acte	d ele	vato	or ma	ainte	nan	ce
*Refe	er to	local code for interval.																
Nam	e, Si	ignature, Initials & License # of any technicia	an v	vho comp	letes i	mod	lule	s.										
		ne: Signature:														(dd/m	nm/v	
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Sm	oke	& Heat Detector Test Log			8	ency	Jan	Feb	Mar	Apr	May	Jun	ΙΞ	Aug	Sep	ğ	No.	Dec
Mod	ule M	Module Tasks Check if Non-	аррі	licable		Minimum Frequency	Inse	rt ini	tials	in ap	prop	riate	box	whe	en me	odule	e is	1
	1 1 1	Main Lobby smoke detectors tested, elevators) return alternate floor, parked with doors open.																
n Devic	2 8	Fest remaining lobby smoke detectors on remaining fassociated with recall, elevator returned to main lobby barked with doors open.																
itiatio	a F	Return Phase II Keyswitch to off, then press Phase I to position. Elevator operates normally.				<u>a</u>												
ed Initia (FAID)	4	Machine room smoke detector tested, elevator retume designated landing, parked with doors open.	ed to	)		Annual												
Fire Activated Initiation Device (FAID)	5 1	Hoistway smoke detector tested, elevator returned to evel, parked with doors open (test may require assist elevator mechanic).	ance	e of														
ij	7 H	Machine room heat detector tested, initiating shunt tri Hoistway heat detector tested, initiating shunt trip acti																<u> </u>
	8   H	leat detectors are 135 degree fixed.						<u> </u>					<u> </u>					
Print	Nan	ne: Signature:			_ Initia	als:_		L	icer	nse #	‡			_ D	ate:			
Print	Nan	ne: Signature:			Initia	als:_		l	icer	nse #	‡			D	ate:			
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Print	Nan	ne: Signature:			Initia	als:_		l	icer	nse #	#			_ D	ate:		nm/yy nm/yy	

#### Rope Replacement Criteria

#### 1. Steel Wire Rope Replacement Criteria

Replacement Criteria (If X – replace)	Trac Drive Ma Diam	chines	Winding Drum Machines	All Ele	vator Types	Notes
	= or > 8 mm	< 8 mm				
Rope Type	Suspe	nsion	Suspension	Comp	Governor	
Condition						
Rope permanently kinked	х	х	х	х	x	-
Rope bent	x	х	x	х	x	-
Rope deformed	x	х	x	х	x	-
Crown Wire Breaks						
Equally distributed among strands	х	х		x	х	
Unequally distributed among strands	х	х		х	х	Refer to Table 1
Four (4) side by side across strands	х	х		х	х	]
Crown breaks equally distributes among strands (worst section exceeds 12)			x			-
Crown breaks predominate in one or two strands (worst section exceeds 6)			x			-
If unfavorable condition	X	х		х	x	Refer to
Showing rouge	х	x		х	X	Table 1
Valley Breaks						
More than one valley break per rope lay	x	х	x	х	x	-
Any valley breaks if rouge present	х	х	х	x	х	-
Rouge Present		x				
Design Life Limit		x				Not < 60% of minimum breaking force at replacement
Minimum Diameter	х	×	x	х	x	Refer to Table 2

#### Replacement Ropes

- · Same weight, strength & design or specified by original elevator manufacturer
- Nev
- Not reused from any other application
- Replaced in set (unless elevator has been turned over)
- Rope tag applied
- · Applicable rope fastenings

Table 1

Wire Breaks: Crown	Wire Breaks	Per Lay of Rop	•						
	Normal We	ar Conditions		able Wear ditions	Ropes Rouge Showing				
	6-Strand Rope Application	8 & 9-Strand Rope Application	6-Strand Rope Application	8 & 9-Strand Rope Application	6-Strand Rope Application	8 & 9-Strand Rope Application			
Distributed breaks (max.)	24	32	12	16	12	16			
Unequal breaks (max.)	8	10	4	5	4	5			
4 side-by-side breaks	12	16	6	8	6	8			

Information for Table from ASME A17.6-2010

#### Notes:

- 1. Where ropes are subjected to reverse bends or where ropes are installed on nonmetallic coated plastic, fiber-reinforced plastic sheaves or sheaves with nonmetallic liners or inserts, extra attention must be given to any steel wire rope (6, 8 or 9 strand) due to possible acceleration of valley breaks.
- 2. This table does not apply to Winding Drum Machines see chart.
- 3. No more than one valley break per lay length and no valley breaks allowed if visible rouge.
- 4. For ropes less than 8 mm, see additional requirement in chart.

#### **Rope Replacement Criteria**

#### 1. Steel Wire Rope Replacement Criteria (con't)

Table 2

Table 2											
Minimum Diameter 6, 8 & 9-Strand Rope Application											
			trand Rope A	pplication _							
	Normal Wear C	onditions		ear Conditions	Ropes Showin	g Rouge					
Size	in.	mm	in.	mm	in.	mm					
4 mm	0.153	3.875	0.153	3.875	Note (1)	Note (1)					
5 mm	0.191	4.844	0.191	4.844	Note (1)	Note (1)					
6 mm	0.229	5.813	0.229	5.813	Note (1)	Note (1)					
¼ in.	0.242	6.152	0.242	6.152	Note (1)	Note (1)					
6.5 mm	0.248	6.297	0.248	6.297	Note (1)	Note (1)					
6.7 mm	0.256	6.491	0.256	6.491	Note (1)	Note (1)					
5/16 in.	0.303	7.689	0.303	7.689	Note (1)	Note (1)					
8 mm	0.295	7.500	0.295	7.500	0.303	7.750					
9 mm	0.332	8.438	0.332	8.438	0.343	8.719					
3/8 in.	0.352	8.930	0.352	8.930	0.363	9.227					
10 mm	0.369	9.375	0.369	9.375	0.381	9.688					
11 mm	0.406	10.31	0.406	10.31	0.420	10.66					
7/16 in.	0.410	10.42	0.410	10.42	0.424	10.77					
12 mm	0.443	11.25	0.443	11.25	0.458	11.63					
½ in.	0.469	11.91	0.469	11.91	0.484	12.30					
13 mm	0.480	12.19	0.480	12.19	0.496	12.59					
14 mm	0.517	13.13	0.517	13.13	0.534	13.56					
9/16 in.	0.527	13.39	0.527	13.39	0.545	13.84					
15 mm	0.554	14.06	0.554	14.06	0.572	14.53					
5/8 in.	0.586	14.88	0.586	14.88	0.605	15.38					
16 mm	0.591	15.00	0.591	15.00	0.610	15.50					
11/16 in.	0.645	16.37	0.645	16.37	0.666	16.92					
18 mm	0.664	16.88	0.664	16.88	0.687	17.44					
19 mm	0.701	17.81	0.701	17.81	0.725	18.41					
3⁄4 in.	0.703	17.86	0.703	17.86	0.727	18.45					
20 mm	0.738	18.75	0.738	18.75	0.763	19.38					
13/16 in.	0.762	19.35	0.762	19.35	0.787	19.99					
22 mm	0.812	20.63	0.812	20.63	0.839	21.31					
7/8 in.	0.820	20.84	0.820	20.84	0.848	21.53					
15/16 in.	0.879	22.32	0.879	22.32	0.908	23.07					
1 in.	0.938	23.81	0.938	23.81	0.969	24.61					
1 1/8 in.	1.055	26.79	1.055	26.79	1.090	27.68					
1 ¼ in.	1.172	29.77	1.172	29.77	1.211	30.76					
1 3/8 in.	1.289	32.74	1.289	32.74	1.332	33.83					
1 ½ in	1.406	35.72	1.406	35.72	1.453	36.91					

Information for Table from ASME A17.6-2010

#### Notes:

- 1. For ropes less than 8 mm, the rope must be replaced if rouge is evident.
- 2. Maximum allowable diameter reduction below nominal for rope diameters less than 8 mm is 3.125%.
- 3. Maximum allowable diameter reduction below nominal for rope diameters equal to or greater than 8 mm are as follows:
- a. Normal wear or unfavorable wear condition is 6.25%.
- b. Ropes showing rouge is 3.125%.

#### Noncircular Elastomeric Coated Steel Replacement Criteria

# Replacement Ropes

- Same weight, strength & design or specified by original elevator manufacturer
- · New, not reused from any other application
- · Replaced in set (unless elevator has been turned over)
- Rope tag applied
- Applicable rope fastenings

#### Replacement Criteria

#### **Due to Wear**

- The steel cords, strands or wires break through the elastomeric coating
- Elastomeric coating has been worn so that any steel cord is exposed to wear
- Red rouging on any part of elastomeric coated steel replacement (except if continuous monitoring of the steel cords for residual strength criteria).

#### Due to Damage

 Load carrying cords damaged by external source (damage to the member coating itself is not a criterion for replacement long as loadcarrying cords have not been damaged or exposed to wear)

#### Due to Residual Strength Criteria

Residual strength criterion of the load-carrying cords is reached.

# Schindler Elevator Corporation Maintenance Control Program Escalator



Job Name:		Contractor #
Job Address:	****	
Bank ID / Escalator Numbers:		-
Year		

Making Safety Devices Inoperative or Ineffective - No person shall at any time make inoperative or ineffective any device on which safety of users is dependent, including any electrical protective device, except where necessary during tests, inspections, maintenance, repair and replacement, provided that the installation is first removed from normal operation. Such devices shall be restored to their normal operating condition in conformity with the applicable requirements prior to returning the equipment to service. (8.6.1.6.1) (8.6.1.7.3)

Painting - Care shall be used in the painting of the equipment to make certain that it does not interfere with the proper functioning of any component. Painted components shall be tested for proper operation upon completion of painting. (8.6.1.6.4)

**Workmanship** - Care should be taken during operations such as torquing, drilling, cutting, and welding to ensure that no component of the assembly is damaged or weakened. Rotating parts shall be properly aligned. (8.6.1.6.6)

Lubrication - Lubricants equivalent to the type and grade recommended by the manufacturer should be used on all parts of the machinery and equipment requiring lubrication. Alternative lubricants shall be permitted when intended lubrication effects are achieved. All excess lubricant shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow. (8.6.1.6.2) (See Schindler Lubrication Manual SS-1126)

Fire Extinguishers - In jurisdictions not enforcing NBCC, Class "ABC" fire extinguishers shall be provided in elevator electrical machine rooms, control rooms, and control spaces outside the hoistway intended for full body entry and they shall be located convenient to the access door. (8.6.1.6.5)

Plates/Signs/Tags - All signs including the code data plate and periodic test tag shall be present and comply with applicable requirements. (8.6.1.5.1) (8.6.1.7.2) (8.6.1.6.7)

Controllers & Wiring - Controllers shall be clean and free of accumulated foreign material that could interfere with operation. Controller shall not have any temporary wiring. Jumpers, if used for testing shall be removed from equipment and machine room/area prior to returning equipment to service. Elevator circuit shall not contain any substitute wire or current-carrying device for correct fuse or circuit breaker. (8.6.1.6.3)

The actual maintenance intervals shall be based on equipment age, conditions, wear, quality, usage, environment and technology.

Refer to Owner's Manual for any unique product related procedures.

Ма	Maintenance Log – Escalator					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mod	lule	Module Tasks Check if Non-applicable	1	8.6 Code Reference			sert initials in appropriate box when module is mplete										
	1	Maintain handrail guards		8.6.8.11													
	2	Maintain combplates, combteeth, step lighting		8.6.8.4(.13)	1			<b></b>									
	3	Maintain entrance & egress ends		8.6.8.14	]												
E .	4	Maintain balustrades & skirts			ᆴ												
Inspection	5	Confirm caution signs		8.6.8.8	months												
<u>ڠ</u>	6	Maintain guards at ceiling intersections		8.6.8.9	18					-							
	7	Maintain antislide devices		8.6.8.10													
	8	Apply friction reducing material, if applicable		8.6.8.5(a)													
	9	Maintain skirt obstruction device		8.6.8.5(b)	1												

Mai	nte	enance Log – Escalator			En 20	<u> </u>	Feb	Mar	Apr	Мау	un C	Juc	Aug	Sep	ğ	Nov	Dec
Mod	Module Tasks     8.6 Code Reference       Check if Non-applicable     √					Insert initials in appropriate box when module is complete											
	1	Maintain steps		8.6.8.6(.14)		T											
_	2	2 Maintain step to step & step to skirt clearance		8.6.8.2	1												
Technical Lower	3	Maintain Step/Skirt Performance		8.6.8.3(.13)	٦	$\vdash$	1	<del> </del>									_
	4	Maintain step, rollers, tracks & chains. Lube all chains as required		8.6.8.7	months												
	5	Maintain & clean lower head		8.6.8.13			1									$\Box$	_
Tech	6	6 Maintain, clean, lube service & emergency brakes		8.6.8.12	38												
Ι'	7	Maintain combplates, combteeth, step lighting		8.6.8.4(.13)		T											
	8	Maintain entrance & egress ends		8.6.8.14			1										
	9	Maintain skirt obstruction device	-	8.6.8.5(b)													
							-	-	•		A			Anna Carlos Carl			-
Γ.	1	Maintain & clean upper head		8.6.8.13		Т		T									
l ē	2	Maintain handrail		8.6.8.1		Г		T									$\overline{}$
Upper	3	Maintain handrail guards		8.6.8.11	T \$	Г		<u> </u>									$\neg$
Technical	4	Confirm caution signs		8.6.8.8	months	Г		T .									
ΙĒ	5	Maintain guards at ceiling intersections		8.6.8.9	] ē	Г											
2	6	Maintain antislide devices		8.6.8.10	7 -	Г											
Ι΄	7	Apply friction reducing material, if applicable		8.6.8.5(a)					Г								

#### Name, Signature, Initials & License # of any technician who completes modules.

Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
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Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		
License #:	Initials:	Date: (dd/mm/yyyy)

Job Name:	 		
Job Address: _			
_		*	

# **Escalator Category 1 Log**

Date	

Мос	dule	Module Tasks  Check if Non-applicable	<b>√</b>	8.6 Code Reference	Complete (√ Check when complete)	Initials (Initial when complete)
	1	Machine Space		8.6.8.15.1		
	2	Stop Switch		8.6.8.15.2	**	
	з	Controller and Wiring		8.6.8.15.3		
	4	Drive Machine and Brake		8.6.8.15.4		
	5	Speed Governor		8.6.8.15.5		
	6	Broken Drive-Chain Device		8.6.8.15.6		
	7	Reversal Stop Switch		8.6.8.15.7		
	8	Broken Step-Chain or Treadway Device		8.6.8.15.8		
		Step Upthrust Device		8.6.8.15.9		
		Missing Step or Pallet Device		8.6.8.15.10		1
_		Step or Pallet Level Device		8.6.8.15.11		
	12	Steps, Pallet, Step or Pallet Chain, and Trusses		8.6.8.15.12	Ï	
Category		Handrail Safety Systems		8.6.8.15.13		
Ĕ		Heaters		8.6.8.15.14		***
ပ္ပ		Permissible Stretch in Escalator		8.6.8.15.15		
	16	Disconnected Motor Safety Device		8.6.8.15.16		
		Response to Smoke Detectors	_	8.6.8.15.17		
		Comb-Step or Comb-Pallet Impact		8.6.8.15.18		
		Step/Skirt Performance Index		8.6.8.15.19		
		Clearance Between Step and Skirt		8.6.8.15.20		
		Inspection Control Devices		8.6.8.15.21		
		Step Lateral Displacement device		8.6.8.15.22		
	23	Seismic Risk Zones 2 or Greater		8.6.8.15.23		
	Add	itional Test Required in Ontario, Canada Only		Code Adoption Document		
	24	Seismic Devices Maintenance		CAD 8.6.8.15.24		

# Name, Signature, Initials & License # of any technician who completes Category 1 tasks.

Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
		Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
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License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
Technician's Printed Name:	411.	Signature:
License #:	Initials:	Date: (dd/mm/yyyy)
		Signature:
License #:	Initials:	Date: (dd/mm/yyyy)

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(If a ca	llback	turns into	a repair / replacement -	- also record on Repair	/ Replacement log.)	
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					Date: (dd/mm/yyyy)	
					Signature:	
					Date: (dd/mm/yyyy)	
					Signature:	
					Date: (dd/mm/yyyy)	
					Signature:	
Ficeus	oe #: _			initials:	Date: (dd/mm/yyyy)	

Job I	Name	» <b>:</b>					
Job A	Addre	ess: _					
Esca	lator	Repai	ir/	Rep	placement / Log		Josephine (1994)
Date	Time	Unit(s)	Repair	Replacement	Description of Repair or Replacement	Repair or Replacement Preformed  (Action completed to place back in service or left shut	Initials
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						Signature:	
						Date: (dd/mm/yyyy)	
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Licens	se #: _				Initials:	Date: (dd/mm/yyyy)	

Job Name:	 	 	
Job Address: .	 		

### **Escalator Start-Up Guide**

- 1. Before starting the unit verify that no one is on it. Place barricades at both ends, if required.
- 2. The starting switch must be key operated and new units marked "DOWN", "RUN", "UP". The key can only be removed in the "R" position and is spring return to the "R" position. Insert the key and turn it to either "DOWN" or "UP" (clockwise to UP and counterclockwise to DOWN) position to start the unit. Hold the key in position until the unit starts and comes up to speed (3-5 seconds). Allow the key to spring return to the "RUN" position and remove it.
- 3. Move the cover on Stop Switches and verify the alarm sounds. Observe that no one is on the unit and operate the stop switches. Observe physical condition of cover and stop switch.
- 4. With unit running, stand at one end and observe the condition of the step/treadway. Look for damage or soiled spots. Mark with chalk to identify starting point.
- 5. Observe position step/treadway entering approaching combplate and mesh with complete teeth.
- 6. Examine combplates at both ends for position, mesh with step/treadway and broken, bent or damaged teeth. If two adjacent teeth are broken/damaged or not meshing with step/treadway, the unit must be taken out of service. If any single tooth is broken/damaged or missing, the unit may be operated but the condition reported.

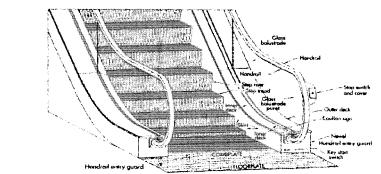


Figure 11.3.5 Low-deck escalator

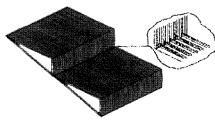


Figure 11.3.6 Escalator stop

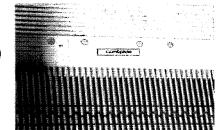
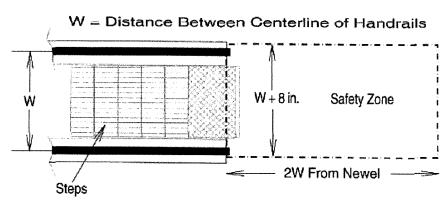


Figure 11.3 ア Mashing of step and combplate

- 7. Ride the unit and observe the balustrade for damage or loose hardware that may cause a snag point.
- 8. Ride the unit and observe the skirts for damage or buildup of any material that may increase friction. If the unit is equipped with skirt deflectors, observe their condition and attachment.
- 9. While riding the unit, hold each handrail to verify they are traveling at approximately the same speed as the step/treadway. For example, on a single rise escalator with a vertical height of not more than 15-20 feet, one should <u>not</u> have to reposition their hand on the handrail. Then, stand at one end and visually examine each handrail for damage such as cracks, gouges or cuts.
- 10. Visually observe the handrail entry guard for damage and close fit on the handrail.
- 11. If ceiling intersection guards are used, verify they are securely in place and not damaged.
- 12. Observe all of the anti-slide devices for secure fastening and damage.
- 13. Check the deck barricade for damage and secure attachment.
- 14. Check the Caution Signs attachment and damage.

#### **Escalator Start-Up Guide (con't)**

- 15. For Escalators, observe the demarcation lights by looking through the gaps between mesh of the step approaching the landings. There should be at least two green florescent lamps so that if one fails the light will still show. However, a lower light intensity will be observed if one is not burning.
- 16. Look for burned-out light bulbs/tubes over the unit. The lighting of the steps/treadway should be uniform and not contrast the lighting in the surrounding areas.
- 17. Verify that the minimum safety zone is clear of obstacles. The minimum safety zone is shown in the following drawing.



# Minimum Safety Zone Escalators & Moving Walks

Also, observe the landing plate for wear and anything that may create a slipping hazard.

- 18. Check that landing area floors are level and free from foreign material and any tripping or slipping hazards.
- 19. Ride the unit and observe any unusual noise or vibration.

			P1077000070000000000000
Escalator Start-Up Log			ONE DESCRIPTION OF THE PERSON
The escalator start-up log will be located authorized to start escalator equipment.	in machine room, building maintenance office, e	tc and shall list all trained pers	sonnel
Elevator technicians will check that this le	og is in place and properly maintained by buildin	g personnel.	
Name of Individual Authorized to Start-Up	Signature of Individual Authorized to	Date Trained	
Escalator	Start-Up Escalator		

Job Name:

Job Address:

Schindler is the only elevator and escalator company in the United States to offer new manufacturing of both escalators and elevators within the United States, as well as full maintenance and modernization capabilities. This will add significant value to Omnia Partner members who will need to comply with US Steel laws. Buy America Act, and avoid tarrif, customs, and shipping issues. In fact, there are Omnia Partners who currently have no alternative but to go outside the Omnia Partner agreement in order to purchase certain large equipment for installation or modernization. Adding Schindler as a vendor, will eliminate this existing gap in coverage to your member groups.

National and Regional Engineering Support - Schindler's headquarters based team of field engineers are available to the field organization 24/7 to remotely troubleshoot or, if conditions warrant, be on site to assist with problem equipment. Each of our regions also has support of our Team 1 highly skilled troubleshooters. Schindler's Field Link hand held tool is far superior to our competitors. This device is used for dispatching, instant messages, parts ordering, payroll, troubleshooting flow charts, individual site histories, closed loop maintenance modules, and GPS positioning to drive efficient maintenance routing and help prioritize calls and minimize travel time.

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Taxpayer Identification# 232-545-405/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (If the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

SCHINDLER ENTERPRISES, INC.

ADDRESS:

20 WHIPPANY ROAD MORRISTOWN NJ 07960-4524

EFFECTIVE DATE:

11/24/15

TRADE NAME:

SEQUENCE NUMBER:

1996672

ISSUANCE DATE:

05/22/19

New Jersey Division of Revenue

New Jersey Division of Revenue

IRM-BRC

This Certificate is NOT assignable or transferable of Knust be oppositionally displayed at above eddress

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# STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSIDE OF INVESTMENT ACTIVITIES IN IDAN

	DISCLUSURE OF	MYESTMENT ACTIVITIES IN IKAN	
Quote Number:		Bidder/Offeror: Schindler Elevator Corporation	
<del></del>			

# **PART 1: CERTIFICATION**

ursuant to Public La	And the partition of the table of	MPLETE PART 1 BY CHECKING <u>EITHER BOX</u> . BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.
ubsidiaries, or affilia n Iran. The Chapter nust review this list on-responsive. If the y law, rule or contra	ete the certification below to attes tes, is identified on the Departmen 25 list is found on the Division's prior to completing the below center the Director finds a person or entity	ntity that submits a bid or proposal or otherwise proposes to enter into or renew a t, under penalty of perjury, that neither the person or entity, nor any of its parents, at of Treasury's Chapter 25 list as a person or entity engaging in investment activities website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a> . Bidders refification. Fallure to complete the certification will render a bidder's proposal to be in violation of law, s/he shall take action as may be appropriate and provided aposing sanctions, seeking compliance, recovering damages, declaring the party in try
EASE CHECK TH	E APPROPRIATE BOX:	
subsidiaries, activities in Ira or representati	or affiliates is <u>listed</u> on the N.J. n pursuant to P.L. 2012, c. 25 ("C	25, that neither the bidder listed above nor any of the bidder's parents, Department of the Treasury's list of entities determined to be engaged in prohibited hapter 25 List"). I further certify that I am the person listed above, or I am an officer m authorized to make this certification on its behalf. I will skip Part 2 and sign and
the Departme and sign and	nt's Chapter 25 list. I will provide I complete the Certification be	bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on de a detailed, accurate and precise description of the activities in Part 2 below follow. Failure to provide such will result in the proposal being rendered as non-or sanctions will be assessed as provided by law.
EACH BOX WIL HOROUGH ANSW	ERS TO EACH QUESTION. IF Y	NFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE OU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL CTIVITIES ENTRY" BUTTON.  Relationship to Bidder/Offeror
Name		
Description of Activ	rities	
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· · · · · · · · · · · · · · · · · · ·		Anticipated Cessation Date
Description of Activ	ement	Anticipated Cessation Date  Contact Phone Number
Description of Action of Engagorial Bidder/Offeror Cor	ement	

DPP Standard Forms Packet 11/2013

- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.
  - Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.
- 11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.
- 12. <u>Mailing of Proposals:</u> All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From Dan Winder	
Company Schindler Elevator Corporation	
Address 20 Whippany Road	
City, State, Zip Morristown, NJ 07960	
Solicitation Name and Number 20-05	Due Date and Time July 14, 2020 10 Al

- 13. <u>Amendment of Proposal</u>: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
- 14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

(e.g.; RS Means or others) city cost index by **each respondent's office**(s), territories or district(s) to determine effectiveness of providing these tasks.

- Include a per diem rate.
- All labor rates will be based on standard hours. Indicate standard hours 7:30 AM to 8:30 PM Monday to Friday.
- Overtime rates (after standard hours and Saturday) 1.7 x Standard Rates.
- Overtime rates Sunday, Holidays) 2 x Standard Rates.
- Minimum charge of <u>1</u> hours for overtime work.
- ii. Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Is pricing available for all products and services?
- iv. Provide a summary of your product/service offering. Include brands that are serviced, as well, as any exclusions.
- v. Describe general maintenance including written controls, hazardous material and quality control.
- vi. Describe personnel training.
- vii. Describe your ordering methods, online tracking and record keeping system.
- viii. Describe any special offers, promotions, additional discounts or rebates available.

  Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- ix. Describe how customers verify they are receiving Contract pricing.
- x. Describe payment methods offered.
- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xiii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

#### b) Performance Capability

 Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its

# OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Schindler Elevator Corporation	
Address	20 Whippany Road	
City/State/Zip	Morristown, NJ 07960	
Telephone No.	(973) 224-8236	
Email Address	rick.bonds@schindler.com	
Printed Name	Rick Bonds	
Title	Director, Key Accounts	
Authorized signature	— DocuSigned by: Rick Bands	
Accepted by Region 4 ESC	98968C0EA95542E	
Contract No.		
Initial Contract Term	to	
Region 4 ESC Authorized Bo	pard Member Da	ate
Print Name		
Region 4 ESC Authorized Bo	pard Member Da	ate
Print Name		

#### Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

# Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	his box was not editable <del>lowing this page with th</del>	per the PDF permissions. We have add	ed a
Silection	owing this page with th	e requested changes.	

# <u>Appendix C</u> <u>ADDITIONAL REQUIRED DOCUMENTS</u>

DOC #1	Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
DOC #2	Antitrust Certification Statements (Tex. Government Code § 2155.005)
DOC #3	Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
DOC #4	Texas Government Code 2270 Verification Form
DOC #5	Special Conditions
DOC #6	Questionnaire
DOC #7	For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

Appendix C, Doc #1

# ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

#### **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- □ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

<b>=</b> (4.0./p.p.p.	DocuSigned by:
7/10/2020	Rick Bonds
	NO DOWAS
Date	Authorized Signature & Title

Appendix C, Doc #2

# ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company		Contact	
	Schindler Elevator Corpor	ation	
			Signature
			Dan Winder
		_	Printed Name
			Key Account Manager
Address		<del></del>	Position with Company
	20 Whippany Road		
		Official	
		Authorizing	DocuSigned by:
	Morristown, NJ 07960	Proposal	Rick Bounds
			Signature <sub>5542E</sub>
		_	Rick Bonds
			Printed Name
Phone	(973) 224-8236	_	Director Key Accounts
			Position with Company
Fax		_	
Fax		_	Position with Company

Appendix C, DOC # 4

# **Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

l, Rick Bonds	as	an	authorized
representative of			
Schindler Elevator Corporation	,	а	contractor
engaged by Insert Name of Company			
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, writing that the above-named company affirms that it (1) does not boycot boycott Israel during the term of this contract, or any contract with t governmental entity in the future.	ott Isra	ael; and	d (2) will not
Also, our company is not listed on and we do not do business with co Texas Comptroller of Public Accounts list of Designated Foreign Terror at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a> .			
I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.			
I swear and affirm that the above is true and correct.			
—— DocuSigned by:			
Rick Bonds	7/1	.0/2020	)
Signature of Named Authorized Company Representative			Date

to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

# APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

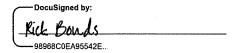
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Schindle Elevator Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rick Bonds, Director Key Accounts

Name and Title of Contractor's Authorized Official

7/10/2020

Date"

- 10. Procurement of Recovered Materials.
  - a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
  - c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  - d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
- "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</a>"

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

#### b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

# 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See</u> DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

# 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

# 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

#### 15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

# Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

# Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Schindler Elevator Corpora	ation
Address, City, State, and Zip Code: 20 Whippany	Road, Morristown, NJ 07960
Phone Number: (973) 224-8236	Fax Number:
Printed Name and Title of Authorized Representative: Rick Bonds, Director Key Accounts	
Email Address:rick.bonds@schindler.com	
Signature of Authorized Representative: <u>Rick Bowds</u>	Date:
98968C0FA95542	2E

# **QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

	Diversity Programs     Do you currently have a diversity program or any diversity partners business with?  (If the answer is yes, attach a statement detailing the structure of your program of your diversity alliances and a copy of their certifications.)	Yes 🛛	No
	2. Diverse Vendor Certification Participation		
	Region 4 ESC encourages the use of under-utilized businesses (HUB), representation business enterprises (MWBE), and small and/or disadvantages business both as prime and subcontractors. Offerors shall indicate below whether any of their subcontractors (and if so which) hold certification in any of and include proof of such certification with their response.	s enterpr	ises (SBE) hey and/or
	Minority Women Business Enterprise     Respondent certifies that this firm is an MWBE	∐Yes	□No
	List certifying agency:		
	<ul> <li>b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (SBE) or DBE</li> <li>List certifying agency:</li> </ul>	erprise (I	
	c. Historically Underutilized Businesses (HUB) Respondent certifies that this firm is a HUB	∐Yes	xNo
	List certifying agency:	***************************************	
	d. <b>Historically Underutilized Business Zone Enterprise (HUBZone)</b> Respondent certifies that this firm is a HUBZone	∐Yes	×No
	List certifying agency:		
	e. Other  Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency:	∐Yes	⊠No —
3.	Has Offeror made and is Offeror committed to continuing to take all affirmative 2 CFR 200.321 as it relates to the Scope of Work outlined in this solicitation?		
	Please provide details on 2 CFR 200.321 as it does not appear to be attached.  Page 45	ched to t	his

OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR

COMMUNITIES PROGRAM MANAGEMENT,

LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES DocuSigned by: Rick Bouds Authorized Signature Signature Rick Bonds Sarah E. Vavra Name Name Director, Key Accounts, Schindler Elevator Corporation Sr. Vice President, Public Sector Contracting Title and Agency Name 7/10/2020 Title Date Date

#### EXHIBIT D

# PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

# PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Docusioned by:

Kick Bonds

Signature 542E

Rick Bonds

Name

Director Key Accounts

Title

7/10/2020

Date

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all b

by either party.	ws and regulations with res	pect to this procurement in the event or breach or contract
Does offeror agree? YES	<u> </u>	Initials of Authorized Representative of offeror
(B) Termination for cause and for conve effected and the basis for settlement. (All		subgrantee including the manner by which it will be 10,000)
	ent in excess of \$10,000 r	ends federal funds, the Participating Agency reserves the resulting from this procurement process in the event of a of the contract.
Does offeror agree? YES	de	Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Initials of Authorized Representative of	epresentative of offero
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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	Initials of Authorized Representative of offeror
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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YESInitials of Authorized Represer	ntative of offeror
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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to

comply with all applicable requirements as	s referenced in Federal Rule	(F) above.
Does offeror agree? YES		Initials of Authorized Representative of offeror
amended—Contracts and subgrants of Federal award to agree to comply with Act (42 U.S.C. 7401-7671q) and the Fe	f amounts in excess of \$15 all applicable standards, deral Water Pollution Conf	ater Pollution Control Act (33 U.S.C. 1251-1387), as 50,000 must contain a provision that requires the non- orders or regulations issued pursuant to the Clean Air trol Act as amended (33 U.S.C. 1251- 1387). Violations jional Office of the Environmental Protection Agency
the term of an award for all contracts b agrees to comply with all applicable requi	by Participating Agency men irements as referenced in Fe	ed by Participating Agency, the offeror certifies that during nber resulting from this procurement process, the offeror deral Rule (G) above.
Does offeror agree? YES		Initials of Authorized Representative of offeror
made to parties listed on the governm with the Executive Office of the Pres implement Executive Orders 12549 ("Debarment and Suspension." SAM I	ent wide exclusions in the sident Office of Manageme 3 CFR part 1986 Comp., Exclusions contains the	39)—A contract award (see 2 CFR 180.220) must not be System for Award Management (SAM), in accordance ant and Budget (OMB) guidelines at 2 CFR 180 that p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), names of parties debarred, suspended, or otherwise a statutory or regulatory authority other than Executive
the term of an award for all contracts by neither it nor its principals is presently del from participation by any federal departm	Participating Agency resulting barred, suspended, proposed nent or agency. If at any timed for debarment, declared in	ed by Participating Agency, the offeror certifies that during ng from this procurement process, the offeror certifies that d for debarment, declared ineligible, or voluntarily excluded ne during the term of an award the offeror or its principals neligible, or voluntarily excluded from participation by any gency.
Does offeror agree? YES		Initials of Authorized Representative of offeror
must file the required certification. E appropriated funds to pay any person of any agency, a member of Congress connection with obtaining any Federa	Each tier certifies to the force or organization for influences, officer or employee of Cal contract, grant or any of Federal funds that takes p	irs that apply or bid for an award exceeding \$100,000 tier above that it will not and has not used Federal acing or attempting to influence an officer or employee congress, or an employee of a member of Congress in ther award covered by 31 U.S.C. 1352. Each tier must place in connection with obtaining any Federal award. deral award.
the term and after the awarded term of process, the offeror certifies that it is in U.S.C. 1352). The undersigned further of (1) No Federal appropriated funds have or attempting to influence an officer or or an employee of a Member of Congress the making of a Federal loan, the entering or modification of a Federal contract, gra (2) If any funds other than Federal attempting to influence an officer or en or an employee of a Member of Congress complete and submit Standard Form-LLL (3) The undersigned shall require that sub-awards exceeding \$100,000 in Federal accordingly.	f an award for all contracts compliance with all applica ertifies that:  been paid or will be paid for employee of any agency, a less in connection with the award into a cooperative agreement, loan, or cooperative agreement, loan, loan, or cooperative agreement, loan, l	en paid or will be paid to any person for influencing or Member of Congress, an officer or employee of congress, leral grant or cooperative agreement, the undersigned shall t Lobbying", in accordance with its instructions. eation be included in the award documents for all covered tiers and that all subrecipients shall certify and disclose
Does offeror agree? YES		Initials of Authorized Representative of offeror

RECORD RETENT	ION REQUIREMENTS FOR CO	NTRACTS INVOLVING FEDERAL FUNDS
When federal funds are expended I certifies that it will comply with the rofferor will retain all records as req	by Participating Agency for any ecord retention requirements de uired by 2 CFR § 200.333 fo	r contract resulting from this procurement process, offero etailed in 2 CFR § 200.333. The offeror further certifies that a period of three years after grantees or subgranteerts, as applicable, and all other pending matters are closed.
Does offeror agree? YES	500	Initials of Authorized Representative of offeror
CERTIFICATION OF	COMPLIANCE WITH THE EN	ERGY POLICY AND CONSERVATION ACT
it will comply with the mandatory st	andards and policies relating to	esulting from this procurement process, offeror certifies that energy efficiency which are contained in the state energy onservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)
Does offeror agree? YES		Initials of Authorized Representative of offeror
CERTIFIC	CATION OF COMPLIANCE WIT	TH BUY AMERICA PROVISIONS
Administration funds, offeror certifies agrees to provide such certification of	that its products comply with all r applicable waiver with respect	on, Federal Railroad Administration, or Federal Transit applicable provisions of the Buy America Act and to specific products to any Participating Agency upon ust still follow the applicable procurement rules calling
Does offeror agree? YES		Initials of Authorized Representative of offeror
CERT	IFICATION OF ACCESS TO R	ECORDS - 2 C.F.R. § 200.336
documents, papers, or other records	s of offeror that are pertinent to inations, excerpts, and transcrip	eir duly authorized representatives shall have access to any offeror's discharge of its obligations under the Contract for tions. The right also includes timely and reasonable access ating to such documents.
Does offeror agree? YES		Initials of Authorized Representative of offeror
CEF	RTIFICATION OF APPLICABILI	TY TO SUBCONTRACTORS
Offeror agrees that all contracts it aw	ards pursuant to the Contract sh	nall be bound by the foregoing terms and conditions.
Does offeror agree? YES		Initials of Authorized Representative of offeror
		ules, regulations and ordinances, as applicable. It is provisions, laws, acts, regulations, etc. as
reror's Name: <u>Schindler Eleva</u>	ator Corporation	
dress, City, State, and Zip Code: 20	) Whippany Road, Mo	rristown, NJ 07960
one Number: <u>(973) 224-8236</u>	Fax Nu	mber:
nted Name and Title of Authorized		

Requirements for National Cooperative Contract Page 72 of 118

-98968C0EA95542E.

7/10/2020

\_Date:

Representative: Rick Bonds, Director Key Accounts

Email Address: \_\_rick\_bonds@schindler.com

Signature of Authorized Representative:

### f. The following provides a Byrd Anti-Lobbying contract clause:

## "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

### APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Schindler Elevator Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### Signature of Contractor's Authorized Official

Rick Bonds, Director Key Accounts

#### Name and Title of Contractor's Authorized Official

7/10/2020		
	Date"	

### 18. Procurement of Recovered Materials.

- g. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- h. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶7.
- i. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (ii) Meetingcontract performance requirements; or
    - (iii) At a reasonable price.
  - (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</a>"

#### 19.Additional FEMA Requirements.

- k. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- I. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

#### m. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. <u>See\_DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

n. The following provides a contract clause regarding access to records:

#### "Access to Records. The following access to records requirements apply to this contract:

- (4) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

# 20.DHS Seal, Logo, and Flags.

- O. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- p. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

#### 21.Compliance with Federal Law, Regulations, and Executive Orders.

q. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

r. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

#### 22. No Obligation by Federal Government.

- s. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- t. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

#### 23. Program Fraud and False or Fraudulent Statements or Related Acts.

- u. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- V. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

### Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Schindler Elevator Corporation
Address, City, State, and Zip Code: 20 Whippany Road, Morristown, NJ 07960
Phone Number: (973) 224-8236Fax Number:
Printed Name and Title of Authorized Representative: Rick Bonds, Director Key Accounts
Email Address: rick.bonds@schindler.com
Signature of Authorized Representative:
98968C0EA95542E

# OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Schindler Elevator Corporation		<del> </del>
Street: 20 Whippany Road,		
City, State, Zip Code: Morristown, NJ 07	7960	
Complete as appropriate:		
<i>I</i>	, certify that I am t	the sole owner of
	, that there are no parti	ners and the business is not
incorporated, and the provisions of N	I.J.S. 52:25-24.2 do not apply.	
	OR:	
<u></u>	, a partner do hereby certify that the follow	
in,	do hereby certify that the follow	ring is a list of all individual
partners who own a 10% or greater i	nterest therein. I further certify t	hat if one (1) or more of the
partners is itself a corporation or part		
the stockholders holding 10% or mor		ne individuai partners
owning 10% or greater interest in the	or:	
/ Rick Bonds	, an authorized re	nresentative of
Schindler Elevator Corporation , a corpo	ration do hereby certify that the	o following is a list of the
names and addresses of all stockhol		
any class. I further certify that if one		
partnership, that there is also set fort		
10% or more of the corporation's sto		
interest in that partnership.	·	
(Note: If there are no partners or st	ockholders owning 10% or mo	ore interest, indicate none )
Name	Address	Interest
Schindler Enterprises, Inc.		
Schindler Elevator Corporation, a Delaware corpo	ration, is a wholly owned subsidiary of Schi	ndler Enterprises, Inc. , also a Delaware
corporation.		
I further certify that the statements at the best of my knowledge and belief.		are complete and correct to
, ,	DocuSigned by:	
7/10/2020		Director,Key Accounts
Date	98968C0EA95542EAutho	orized Signature and Title

# **NON-COLLUSION AFFIDAVIT**

Company Name: Schindler Elevator Cor	poration	_	_
Street: 20 Whippany Road			
City, State, Zip Code: Morristown, NJ	07960		-
State of	William Control		-
County of			
I,c	of		
Name		City	
in the County of	7	State of	
of full age, being duly sworn accord	ing to law on my o	ath depose and	d say that:
I am theSchindler Elevator Corporation	of the firm of		
Title		Co	ompany Name
the Offeror making the Proposal attached proposal, and that I exect Offeror has not directly or indirectly otherwise taken any action in restraproposal, and that all statements correct, and made with full knowled said proposal and in the statements goods, services or public work.	euted the said proper entered into any a saint of free, comper contained in said added that relies upon the said and the s	posal with full a agreement, par stitive bidding in proposal and in on the truth of i	authority to do so; that said ticipated in any collusion, or n connection with the above n this affidavit are true and the statements contained in
I further warrant that no person or secure such contract upon an ag brokerage or contingent fee, excep- selling agencies maintained by	greement or unde	rstanding for	a commission, percentage,
Company Name		Authorized	Signature & Title
Subscribed and sworn before me			b
this day of	, 20		
Notary Public of			
My commission expires	, 20		SEAL

# AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name:	Schindler Elevator Corporation	
Street: 20 Whipp	any Road	
City, State, Zip Cod	le: Morristown, NJ 07960	

## **Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

# **Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their <u>Certificate of Employee Information Report</u>
  OR
- 3. A complete Affirmative Action Employee Information Report (AA302)

### Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date	989Authorized Signature	e and Title
7/10/2020	Rick Bonds	Director,Key Accounts
7/10/2020	DocuSigned by:	

# P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

# PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Pocusigned by:

N.G. Bands

98968C0EA9554Seignature of Procurement Agent

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (<a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded pursuant to a "fair and open"** process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfms\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfms\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

### DOC #4, continued

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** 

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Requirements for National Cooperative Contract Page 93 of 118

# DOC #4, continued

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Address: 1530 Timberwolf [	Drive		
City: Holland	State: 0H	Zip: 43528	
	thorized to certify, hereby control the provisions of N.J.S.A. this form.		
Docusigned by:	Rick Bonds	Director,Key	Accounts
<b>№ 1601E®</b> 95542E	Printed Name	Title	
submission to the comunit.	tributions (more than \$300 pmittees of the government of	entities listed on the form	
Contributor Name	ure is provided in electronic i		Dollar Amou
n/a	Recipient Nat	ne Date	\$

Requirements for National Cooperative Contract Page 94 of 118

### DOC #4, continued

# List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:			
I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  OR			
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.			
Check the box that repre	sents the type of business organization:		
Partnership	Corporation Sole Proprietorship		
Limited Partnership	Limited Liability Corporation Limited Liability Partnership		
Subchapter S Corpora	tion		
Sign and notarize the form	n below, and, if necessary, complete the stockholder list below.		
Stockholders:			
Name:	Name:		
Home Address:	Home Address:		
Name:	Name:		
Home Address:	Home Address:		
Name:	Name:		
Home Address:	Home Address:		
Subscribed and sworn before m	e this day of		
, 2	(Affiant)		
(Notary Public)			
My Commission expires:	(Print name & title of affiant)		
	(Corporate Seal)		