

ThyssenKrupp Elevator Corporation

June 25th 2015

Mr_Robert Zingelmann TCPN 7145 West Tidwell Rd Houston, TX 77092

SUBJECT: REQUEST FOR PROPOSAL ~ Solicitation # 15-08 Elevator Equipment, Service, Repair and Related Services

Mr Zingelmann

ThyssenKrupp would like to thank you for the opportunity to continue business with TCPN. We have attached all the required information requested through Solicitation #15-08 Elevator Equipment, Service, Repair and Related Services. We will not be submitting a proposal for Airport Bridge Maintenance and Baggage Handling Systems.

ThyssenKrupp is a global leader in providing elevator services including service and repair of all types and all manufacturers of elevators. Each program is personalized to address preventative maintenance, parts repair and replacement, quality assurance, service requests and value added services according to your needs.

With well over a combined 150 years of technical experience, our technicians are well equipped to deliver maintenance and repair services to protect your investment, provide reliable elevator operation, maximize the longevity of your equipment and further enhance the high level of quality service expected by the staff and general public visiting these facilities.

We trust that we have provided you with an informative presentation for the elevator maintenance agreement; however, if you have any questions, please feel free to contact Jeff Jaudes at 972-365-6128.

Sincerely,

Jeff Jaudes

National Accounts Manager

Jamie Blackman

National Accounts Coordinator

ThyssenKrupp Elevator Corporation 114 Town Park Drive, Suite 500 Kennesaw, GA 30144 Telephone. 770.799.0400 Fax: 866 785.5571

Internet: www.thyssenkruppelevator.com



RFP 15-08 for Elevator Equipment, Service, Repair and Related Services Master Index:

- Cover Letter
- Master Index
- Entire RFP Document
- Tab 1 Entire Vendor Contract and Signature Form General Terms and Conditions Acceptance Form (Appendix D)
 - Appendix A Vendor Contract and Signature Form
 - o Appendix D General Terms and Conditions
 - o Facility Solutions Special Terms and Conditions Form Signed
- Tab 2 Questionnaire (Appendix E)
- Tab 3 Company Profile (Appendix F, excluding References section)
 - Attachment 1-A Question #5
 - Attachment 1-B Question #6
 - Attachment 1-C Question #7
 - o Attachment 1-D Question #16
 - Attachment 1-E Question #31
- Tab 4 Product / Services (Appendix B)
 - Appendix B-1 Equipment Manufacturer and Model Not Supported by ThyssenKrupp Elevator
- Tab 5 References (Appendix F)
- Tab 6 Pricing (Appendix C)
 - o Gold Level Service TCPN Elevator Maintenance Pricing 2015- 2016 (Pages 4-7)
 - o Gold Level Service TCPN Escalator Maintenance Pricing 2015-2016 (Pages 8-10)
 - Sample TCPN Repair Estimator (Page 11)
 - Attachment C-1 TCPN 2015-2016 Hourly Billing Rates (Pages 12-14)
- Tab 7 Value Add (Appendix G)
 - Value Add #1 New Installation (Sample Documents & Brochures)
 - Value Add #2 Modernization (Sample Documents & Brochures)
 - Value Add #3 Eco and Energy Saving Upgrades (Sample Documents and Brochures)
 - Value Add #4 Telephone Monitoring (Sample Brochure)
- Tab 8 Required Documents
 - Additional Required Documents (Appendix H)
 - o Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4)
- Tab 9 Miscellaneous
 - o TCPN National Vertical Transportation Equipment Agreement Sample
 - Repair Order Sample
 - o TKPlan Brochure
 - National Accounts Brochure
 - o Engineering Confidence Through Service Brochure

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made	le as of		, by a	пd
between ThyssenKrupp Elevator Corporation	("Vendor")	_and	Region	4
Education Service Center ("Region 4 ESC") for the purchase of	Elevator Equipn	nent, Serv	vice, Repair	
and Related Service	"the product	s and s	services")	

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, 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 will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.
- 1.5 <u>Customer Support</u>: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.
- 3.2. <u>Compliance</u>: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. Offeror Contract Documents: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

- 4.2. Form of Contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. <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.
- 4.4. Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. <u>Novation</u>: 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 simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. <u>Contract Alterations</u>: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. 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:
 - Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8 <u>Supplemental Agreements</u>: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9 Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. Cancellation for Non-Performance or Contractor Deficiency: Region 4 ESC may terminate any contract if Members have not used the contract, or 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 and/or material that 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 and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

vi. Performing work or providing services under the contract prior to receiving a Region 4

ESC reviewed purchase order for such work.

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 become the property of the Member on demand.

- Termination for Cause: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- Delivery/Service Failures: 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 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.

5.5 <u>Standard Cancellation</u>: Either party 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. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6-LICENSES

- 6.1 <u>Duty to keep current license</u>: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor 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 of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 <u>Survival Clause</u>: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 <u>Delivery</u>: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 <u>Inspection & Acceptance</u>: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 <u>Payments</u>: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 <u>Invoices</u>: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

- 8.3 <u>Tax Exempt Status</u>: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 Reporting: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
 - Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)
 - If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

- 9.1 <u>Best price guarantee</u>: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense 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 manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor'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 accepted in the original contract.

- 9.3 <u>Additional Charges</u>: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 Price reduction and adjustment: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved

- the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN of **four percent (4%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

ARTICLE 10- PRICING AUDIT

10.1 Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities 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 to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor'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 or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 <u>Current products</u>: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 <u>Discontinued products</u>: If a product or model is discontinued by the manufacturer, vendor 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.
- 11.3 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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. 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.
- 11.4 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.
- 11.5 <u>Product line</u>: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 <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.
- 11.7 Buy American requirement: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12-SITE REQUIREMENTS

- 12.1 <u>Cleanup</u>: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 <u>Preparation</u>: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member 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.
- 12.3 Registered sex offender restrictions: For work to be performed at schools, vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor 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.
- 12.4 <u>Safety measures</u>: Vendor 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. Vendor 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.
- 12.5 <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.
- 12.6 Stored materials: Upon prior written agreement between the vendor and Member, 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 Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed

reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

13.1 <u>Funding Out Clause</u>: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

13.2 <u>Disclosures</u>: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 <u>Indemnity</u>: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 <u>Franchise Tax</u>: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 <u>Marketing</u>: Awarded vendor 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 awarded vendor must have prior approval from Region 4 ESC.
- 13.6 <u>Certificates of Insurance</u>: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 <u>Legal Obligations</u>: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 Open Records Policy: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked 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 vendor. Offeror are 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.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

prices, terms or conditions of by any employee or agent to opening of this proposal.	said proposal have not been communicated by the undersigned no o any person engaged in this type of business prior to the official
Prices are guaranteed: 120 d	<u>ays</u>
Company name	ThyssenKrupp Elevator
Address	114 Town Park Dr Suite 300
City/State/Zip	Kennesaw, GA 30144
Telephone No.	972-365-6128
Fax No.	866-385-5571
Email address	Jeff.Jaudes@thyssenkrupp.com
Printed name	Jeff Jaudes
Position with company	National Account Manager
Authorized signature	Litaude
Accepted by The Cooperati	ve Purchasing Network:
Term of contract Octob	er 1, 2015 to September 30,2016
annually for an additional fou	contracts are for a period of one (1) year with an option to renew ir (4) years if agreed to by Region 4 ESC and the awarded vendor r all administrative fees for any sales made based on a contract
Mita Drabe	8/25/15
Region 4 ESC Authorized Bo	ard Member Date
Rita Drabel	Υ
Print Name	2/26/15
Region 4 ESC Authorized Bo	ard Member Date
Faye B. Bryo	ant
Print Name	

TCPN Contract Number 8150801

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions: We take no exceptions/deviations to the general terms and conditions (Note: If none are listed below, it is understood that no exceptions/deviations are taken.) We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below: (Note: Unacceptable exceptions shall remove your proposal from consideration)

for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

19/162: (5.4) We would like to add the following to this section "Under no circumstances shall either party be liable for consequential damages"



Proposal

Dear Valued TCPN Member/User:

Thank you for your consideration in accessing and potentially using a TCPN-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. Nonetheless, we continue to look for methods to better serve our customers. Most recently, we have implemented a new proposal registration program to provide consistency and faster service for our members. The process will require Facility Contract holders to register and receive a Certified TCPN Proposal Number that must be prominently displayed on each proposal(s) that you receive. This new system will track Facility transactions from the initial proposal stage to the completion of each project. TCPN has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to your organization. We support and encourage you to call our TCPN Team to verify the Certified TCPN Proposal Number and ask further questions. Failure to receive the Certified TCPN Proposal Number can result in potential delays to your services. Please see our website at www.tcpn.org to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a Certified TCPN Proposal Number.

Sincerely,

The TCPN Facilities Management Team



TCPN Certified Proposal Number Process

Fill out the form on the Facilities page at www.TCPN.org

(Direct link is http://www.tcpn.org/Pages/Facilities.aspx)

*Click on TCPN Logo in center of page and a form will pop up.
* Fill out and submit.

- All proposal numbers requests must be submitted <u>and</u> a proposal number received <u>before</u> you present it to your potential customer.
- You will have a response with a Certified TCPN Proposal Number within 24 hours.
- If you have an emergency and need a proposal number sooner, call any member of the Facility Management team and we will help you.
- Include the proposal number and TCPN Official Contract Holder seal of approval on all proposals. Feel free to use the attached form for your convenience.

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS <u>VENDOR ACCEPTANCE FORM</u>

This document acknowledges that you have received and agree to the details, directions and expectations of the Certified TCPN Proposal Number process.

Date:06/0	5/2015
RFP Number:	15-08
Company Name	ThyssenKrupp Elevator
Printed Name:	Jeff Jaudes
Signature:	Ja James
/ /	



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below who the participants will be for the vendor orientation. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the orientation meeting.

Vendor orientations for this RFP will be held between September 8 - 25, 2015.

Please provide information on who should be contacted for scheduling if awarded:

ThyssenKrupp Elevator	
Vendor	
Jeff Jaudes	
Point of Contact	
National Account Manager	
Title	
972-365-6128	
Phone Number	
Jeff.Jaudes@thyssenkrupp.com	
Email Address	

Signature:

Date

Appendix E:

QUESTIONNAIRE

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

١.	States Covered Offeror must indicate any and all states where produ Please indicate the price co-efficient for each sta	
	50 States & District of Columbia (Selecting this	s box is equal to checking all boxes below
	⊠ All U.S.	
	□ Alabama □ Alaska □ Arizona □ Arkansas □ California □ Colorado □ Connecticut □ Delaware □ District of Columbia □ Florida □ Georgia □ Hawaii □ Idaho □ Illinois □ Indiana □ lowa □ Kansas □ Kentucky □ Louisiana □ Maine □ Maryland □ Massachusetts □ Michigan □ Minnesota □ Mississippi □ Missouri Territories & Outlying Areas (Selecting this box is equal	Montana Nebraska New Hampshire New Jersey New Mexico New York North Carolina North Dakota Ohio Oklahoma Oregon Pennsylvania Rhode Island South Carolina South Dakota Tennessee Texas Utah Vermont Virginia Washington West Virginia Wyoming al to checking all boxes below)
	☐American Samoa	☐Northern Marina Islands
	☐Federated States of Micronesia☐Guam☐Midway Islands	☑Puerto Rico ☑U.S. Virgin Islands
	 Diversity Programs Do you currently have a diversity program of business with? If the answer is yes, do you plan to offer you through TCPN 	∐Yes L∡No

a list of your diversity alliances and a copy of their certifications.) Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? (If answer is no, attach a statement detailing how pricing for participants would be calculated.) 3. Diverse Vendor Certification Participation It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response. a. Minority Women Business Enterprise Yes XNo Respondent certifies that this firm is an MWBE List certifying agency: b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Yes XNo Respondent certifies that this firm is a SBE or DBE List certifying agency: ______ c. Disabled Veterans Business Enterprise (DVBE) Respondent certifies that this firm is a DVBE Yes XNo List certifying agency: d. Historically Underutilized Businesses (HUB) Yes XNo Respondent certifies that this firm is a HUB List certifying agency: e. Historically Underutilized Business Zone Enterprise (HUBZone) Yes XNo Respondent certifies that this firm is a HUBZone List certifying agency: f. Other ☐Yes 🛣 No Respondent certifies that this firm is a recognized diversity certificate holder List certifying agency: 4. Residency Responding Company's principal place of business is in the city of Kennesaw State of GA

(If the answer is yes, attach a statement detailing the structure of your program, along with

5. Felony Conviction Notice Please check applicable box: A publicly held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony. Is owned or operated by the following individual(s) who has/have been convicted of a felony. *If the 3rd box is checked a detailed explanation of the names and convictions must be attached. 6. Processing Information Company contact for: Contract Management Contact Person: Address: _____ City: _____ State: __GA ___ Zip: _____ Phone:______Fax:_____ Billing & Reporting/Accounts Payable Contact Person: Title:_____ Company: _____ City: _____ State: ____ Zip: ____ Phone:_____Fax:_____ Email: Marketing Contact Person: Company: Address: _____ City: _____ State: ____ Zip: _____ Phone:______Fax:_____

Email:

7.	Distribution Channel: Which best describes your comp channel:	any's position	in the dist	ribution
	■ Manufacturer direct	ion/governme	nt reseller	
	☐ Authorized distributor ☐ Manufacturer ma	arketing throu	gh reseller	
	☐ Value-added reseller ☐ Other			
8.	Pricing Information			
	 In addition to the current typical unit pricing furni all future product introductions at prices that are 	•		•
	(If answer is no, attach a statement detailing how pricing f	or participants	would be ca	lculated.)
	 Pricing submitted includes the required administ 	trative fee.		⊠Yes □No
	(Fee calculated based on invoice price to customer)			
	 Additional discounts for purchase of a guarantee 	ed quantity?		∐Yes xNo
9.	Cooperatives			
	List any other cooperative or state contracts currently hel-	d or in the pro	cess of se	curing
	Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
	NJPA		11/14/15	

Appendix F:

COMPANY PROFILE

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

1. Company's official registered name.

ThyssenKrupp Elevator Corporation

2. Brief history of your company, including the year it was established.

ThyssenKrupp Elevator is a US \$1.7 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, ThyssenKrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. ThyssenKrupp Elevator is represented by over 135 branches and 250 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies.

ThyssenKrupp Elevator's ultimate parent is ThyssenKrupp AG, a large German corporation headquartered in Düsseldorf. ThyssenKrupp AG's predecessor, Thyssen AG entered the North American vertical transportation market in the 1980's, and was growing its business, when it acquired Dover Elevator Company in July 1999. Dover was well established in the U.S. market, and the merger of these two companies created the largest vertical transportation company in North America. Thyssen and Dover Elevator joined forces as ThyssenKrupp Elevator with one purpose: to exceed customer expectations with a powerful combination of products, services and technology.

3. Company's Dun & Bradstreet (D&B) number.

01-956-3621

4. Corporate office location.

ThyssenKrupp Elevator 114 Town Park Dr. Suite 300 Kennesaw, GA 30144

- 5. List the total number of sales persons employed by your organization within the United States, broken down by market. *** Please see attachment 1-A***
 - East Region: 218West Region: 148Central Region: 174

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Please see attachment 1-B for list of office locations and key contacts.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- 8. Define your standard terms of payment.
 - Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30.
 - Repair: 50% upon award, 50% upon completion of the work.
 - Construction: Progressively in line with percentage of completion. 10% retainage.
 - However, with advanced notice we can accommodate most any billing and collection terms
- 9. Who is your competition in the marketplace?

Kone, Otis, Schindler

10. Overall annual sales for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

12. What is your strategy to increase market share?

ThyssenKrupp Elevator's mission statement is to provide comprehensive, high quality, and competitively priced vertical transportation equipment and service to all our customers. We accomplish this through continuous identification of needs and expectations, effective planning,

skilled employees and cutting edge technology consistent with business plan objectives. As well as an aggressive marketing campaign to build partners in our industry.

13. What differentiates your company from competitors?

At ThyssenKrupp Elevator, our goal is to achieve a partnership with our customers that permit us to meet their vertical transportation needs now and in the future. Our aim is to make a direct contribution to our customer's success. We are committed to the continual improvement of our service business and endeavor to maintain our position as the peerless leader in our industry

14. What is the reputation of your company and your company's products and services in the marketplace?

Competence and diversity, global reach and tradition form the basis of our worldwide market leadership. We create value for customers, employees and shareholders. We are customer-focused. We develop innovative products and services that create sustainable infrastructures and promote efficient use of resources. We engage as entrepreneurs with confidence, a passion to perform and courage, aiming to be best in class. This is based on the dedication and performance of every team member. Employee development is especially important. Employee health and workplace safety have top priority. We serve the interests of the group. Our interactions are based on transparency and mutual respect. Integrity, credibility, reliability and consistency define everything we do. Compliance is a must. We are a responsible corporate citizen.

International Technical Services is a key component to our ability to maintain our competitor manufactured equipment. In addition to providing engineering support, training and technical publications, ITS provides repair and diagnostic testing of circuit boards. In addition they provide and develop the diagnostic tools to trouble shoot microprocessor controllers. This is a key advantage of ThyssenKrupp Elevator, we are nearly self-contained when it comes to microprocessor boards.

ThyssenKrupp Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.

With over 34% of the new installation market, ThyssenKrupp Elevators product line as earned one of the highest reputation for consistency and continuous operation in the Americas.

15. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

ThyssenKrupp Elevator has on our public web site: http://www.thyssenkruppelevator.com/ a complete list of products and services offered. Also complete architectural drawings and engineered specifications for all elevator, escalators and moving walks manufactured and installed by ThyssenKrupp Elevator. Final purchases are performed personally with the customer and the local office level.

16. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

ThyssenKrupp Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. These locations are as listed below. See Attachment 1-D for the listing of over 135 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.

East Region: 3013 Employees
West Region: 1809 Employees
Central Region: 2135 Employees

- 17. What is the capability of your company to respond to emergency/rush orders?
 - Emergency Service Calls involving entrapments are responded to immediately, our goal is to be onsite within 1 hour or less of notification.
 - Normal Service Calls: Our technicians' goal is to arrive within 2 hours of notification.
 - In remote areas where driving time is significant, response may be longer.

18. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Notwithstanding, ThyssenKrupp Elevator Corporation is a \$2.2 billion company. Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. ThyssenKrupp Elevator has not been involved in bankruptcy or reorganization.

Marketing / Sales

- 19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites:
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Within the first 90 days of the award ThyssenKrupp will:

- On our internal website we will post a link to all required documents and forms to sell these services to the membership
- On our social media site we will post a link to the TCPN and Region 4 ESC website
- Continued participation in trade shows within our industry posting placards stating that we are a supplier for TCPN and Region 4 ESC
- Additionally, local meetings with BOMA and facilities management companies.
- 20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

When given access to a TCPN member or potential member, we will supply the member with comparison TCPN pricing versus market pricing for that area, also we will be clear in educating the member of the advantages to operating with a volume GPO organization.

21. Explain how your company plans to market this agreement to existing government customers.

As contracts are nearing the term date we will approach the customer with opportunities in working with a TCPN provider for continued services. We will be monitoring local city and state websites for contracts that will soon be requesting bids for services and notify them that we are a TCPN supplier. For those government agencies that are not currently using TCPN we will offer these services and associated pricing.

22. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

30 Days:

• Notify the Sales Associates Local, District and Regional of the Award.

60 Days:

- Hold a TKE internal kick off conference call / Webinar
- Supply all necessary resources (Membership Roster, New Contract, Pricing Matrix etc.)
- Train TKE employees on procedure

90 Days:

- Schedule a TKE conference call with all branch Sales Managers to get an update on the progress of this program.
- Regional Sales meeting to discuss process and continued implementation
- 23. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Thirty days after the first notification of award, region and district sales managers will have a meeting regarding setup of the TCPN agreement. National Accounts will also provide a "TCPN Package" to all of our Local, District and Regional Sales Employees. This package will include instructions on the program including; new contract, pricing matrix, the current membership roster and a billing setup letter including the names and phone numbers for Jeff Jaudes and Jamie Blackman if they were to have any additional questions.

24. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

- 25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$4 Million in year one
 - \$4.2 Million in year two
 - \$5 Million in year three

Administration

26. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s)

ThyssenKrupp Elevator does business with multiple cooperative purchasing companies such as, NJPA, Novation, Premier, MedAssets and Healthtrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that ThyssenKrupp maintains. As a point of corporate policy we are unable to supply you any contact or contract information for these customers.

27. Describe the capacity of your company to report monthly sales through this agreement.

ThyssenKrupp has been reporting monthly sales for the last 10 years for TCPN. We have a dedicated person for TCPN requirements. Deborah Heard in our National Accounts Accounting department has already established a relationship with TCPN and is educated in all the requirements needed for your monthly report.

28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

ThyssenKrupp has a full team in place for management reports, time and attendance reports and has over 580,000 customers they maintain consolidated billing for. We are prepared for any reporting or billing requests TCPN members may have.

29. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

ThyssenKrupp recommends a Capital Planner be provided to TCPN members. The Capital Planner is a guideline to help you plan for the near future and improvements that will drastically affect your elevator's performance, reliability, energy contributions, and operating costs of the equipment.

What is our Capital Planner Process?

- Initial client interview to determine specific needs & timelines
- Nationally coordinated in-depth surveys of entire portfolio
- Consolidated recommendations are prepared and presented
- Work with client to determine short & long term prioritization
- Review on a quarterly or annual basis

A Capital Planner focuses primarily on upgrades directly related to:

- Safety Items
- Code Requirements
- Performance Levels
- Obsolete Equipment / Mod
- Aesthetic Enhancements

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

30. Please provide your company's environmental policy and/or green initiative.

Sustainability is embedded in the strategies, policies and business practices of ThyssenKrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow.

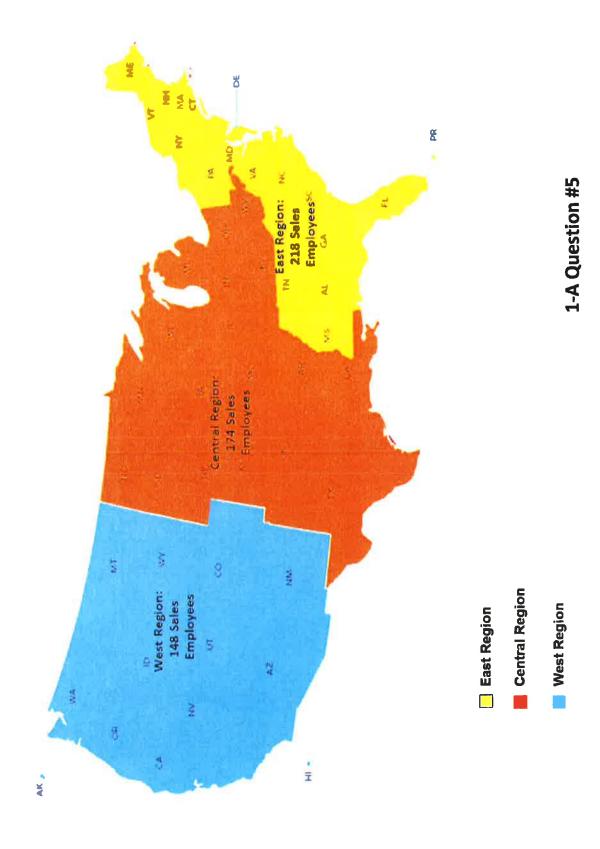
- Green Rating Systems and LEED Our commitment to green building is companywide. We are a corporate-level member of the US Green Building Council and a Visionary Sponsor of the Living Building Challenge
- Material Transparency We are at the forefront of the building industry pioneering a new vision of manufacturing product transparency.
- Products and Services From elevator fluids to lighting, our products and services are designed with the environment in mind.
- Corporate Citizenship Looking out for our people and our communities is just as important to us as building premium products.

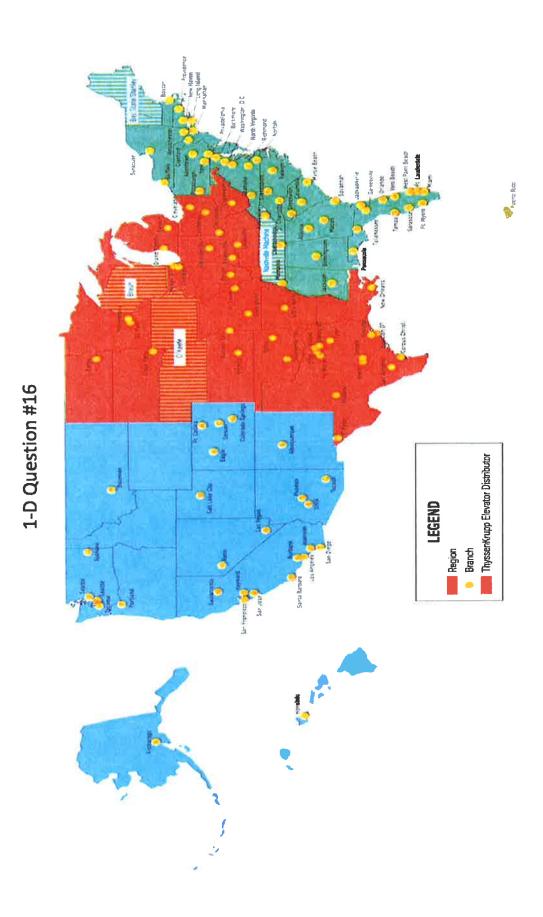
Vendor Certifications (if applicable)

31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Each branch location has the local and state license and certifications required to service and install elevators, escalators, moving walks, and related equipment in their respective jurisdiction.

ThyssenKrupp Elevator Corporation is large corporation, non-tax exempt and cannot be considered a small business. ***Please see attachment 1-E***





1-E Question #31

STATE	LICENSE NUMBER	LICENSE
Alabama	15487	Contractor
Alabama	AL569EL	Elevator Contractor - Dept of Labor
Alaska	27247	Contractor
Maska	285882	Business
Arizona	154569 Class K-12	Contractor
Arkansas	0022880113	Contractor
California	651371	Contractor
Colorado	08-000039	Contractor -Conveyance
Delaware	1989039164	Business
Florida - Miami Branch	ELCO28	Business
Florida - Brandenton Branch	ELC024	Business
Florida - Fort Meyers Branch	ELCO72	Business
Florida - Gainesville Branch	ELCO85	Business
Florida - Jacksonville Branch	ELCO73	Business
Florida - Orlando Branch	ELCO29	Business
Florida - Pensacola Branch	FLC091	Business
Florida - Pompano Beach Branch	ELCO15	Business
Florida - Riviera Beach Branch	ELCO30	Business
	FLC031	Business
Florida - Tallahassee Branch	ELCO32	Business
Florida - Tampa Branch	ELCO27	Business
Florida - Vero Beach	E-012	Certificate of Authorization
Georgia		Contractor
Hawaii	C-16767	Contractor - Pulle Works
daho	PWC-C-10975-AAA-4	
Illinois	IL02896	Contractor
Louisiana	7475	Contractor
Maryland	2930034	Business
Minnesota	CE000106	Contractor
Mississippi	01164-SC	Contractor
Montana	11147	Contractor
Nevada	0005184A	Contractor
Nevada	NV19841018200	Business
Nevada	SBPC-10-09-20-0159	Public Works
New Jersey	605184	Contractor
New Mexico	31119	Contractor
New Mexico	0188692011609	Public Works
North Dakota	29454 Class A	Contractor
Oregon	142459	Contractor
Tennessee	00006597	Contractor
Техаѕ	20009	Contractor
Utah	227231-5501	Contractor
Virginia	2701002487	Contractor
Washington (Kirkland) - Elevator Contractor	THYSSEC990OT	Contractor - Elevator
Washington (Bellevue) - Elevator Contractor	THYSSEC965M1	Contractor - Elevator
Washington (Portland) - Construction Contractor	THYSSEC9616M	Contractor - Construction
Washington (Portland) - Elevator Contractor	THYSSEC968QB	Contractor - Elevator
Washington (Spokane) - Construction Contractor	THYSSEC965OM	Contractor - Construction
Washington (Spokane) - Elevator Contractor	THYSSS*960PZ	Contractor - Elevator
Washington (University Place) - Construction Contractor	THYSSEC961OM	Contractor - Construction
Washington (University Place) - Elevator Contractor	THYSSUP965PZ	Contractor - Elevator
West Vîrginia	WV000525	Contractor
Wisconsin	1097728	Contractor
Wyoming	LM-E-4	Contractor

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

The intent of this RFP is to award contracts for national elevator products and services. Region 4 ESC intends to issue a future RFP for regional elevator service. Region 4 ESC is seeking to award the least number of suppliers of these services necessary to fulfill its own needs and the needs of the TCPN membership.

I. Responding to the Baggage Handling System and Passenger Loading Bridge Section and/or Escalator, or Moving Walkway portion of this RFP is not necessary, in order to be considered for this RFP.

Respondents are requested to provide detailed description of your service offerings. Provide sufficient information for each service category as listed on the following classifications of service. Each service shall meet the following minimum requirements:

- II. The Services shall meet ASME Code A 17.1-2007/CSA B44-07, ASME Code A 17.3-2002, ASME Code A 18.1-2005, and ASCE Code 21 as required by the Texas Department of Licensing and Regulation or equivalent for the state(s) of respondent(s)' territory and any additional relevant codes and regulations.
- III. Section 8.6 of the ASME Code A17.1 specifically addresses the requirements for a comprehensive maintenance program. Respondent shall ensure that the Facility is in compliance with these requirements and any additional relevant codes and regulations.
- IV. Every time a technician is on-site a check in with Approved Facilities Personnel shall be done. When work is completed and the technician is leaving, they will check back out with Approved Facilities Personnel. The technician shall fill out the Elevator Maintenance Checklist to document the services provided.
- V. Describe and provide timelines of review meeting(s) between Responder(s) and Approved Facilities representatives.
- VI. Provide and deliver all inspection reports in compliance with State law to Approved Facilities representatives to ensure Facilities compliance with this requirement,
- VII. In general all elevator components shall be cleaned, lubricated, adjusted, and items worn or broken shall be repaired or replaced. Any replacement shall be at no additional charge to the Facility unless it has been approved in advance by the facility.
- VIII. Respondent(s) shall be responsible for applicable code and safety tests. Records of the tests and callbacks shall be kept current by the responsible party.
 - IX. Respondent(s) should be compliant with environmental regulations, and firefighter's emergency operations monthly operation, including documentation.

General Maintenance Contracts

- A written maintenance control plan
- Use of trained personnel
- Disposal of hazardous materials
- How the maintenance plan is executed
- Include a quality control program

Elevator Maintenance Services

- Annual governor and safety tests on traction elevators
- Annual relief pressure tests on hydraulic elevators
- General Monthly or Quarterly Services

- Onsite inspections
- Data tags and code information
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Controller Equipment Monthly or Quarterly Services

- Maintenance and service of components
- Onsite inspections of other incidental electronic or mechanical components and wiring
- · Onsite inspections of filters and cooling fans
- Onsite inspections controller doors, covers, guards, and labels
- Verify proper grounding with electric meter;
- Recording unit run counter, if applicable, and your reporting function
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Pump Unit and Motor Monthly or Quarterly Services

- Maintain and service of components (e.g.; power unit, pump motor, valves, pump, belt and others)
- Onsite inspections of other incidental electronic or mechanical components and wiring
- Monitoring oil levels
- Cleaning of components
- Your reporting capabilities and reporting timelines (e.g.; weekly, monthly, quarterly or other)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Elevator Cab and Hoistway Door Equipment Monitor Quarterly Services

- Maintain and service the following components (e.g.; door motors, Electronic boards, contacts, rollers, pick-ups and relating devices, bearings, sheaves, door arms, bushings, wiring and related electronic components, door restrictors and others)
- Verify speed and torque levels of door operation as required by Category 1 periodic test
- Verify proper grounding with electrical meter
- Check hoistway door gibes and vision panels
- Test and confirm door locks, verify an open lock would prevent movement as required by code
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and

PVC or other cylinder lining(s) and others)

Elevator Cab Monthly or Quarterly Services

- Maintain and service components (e.g.; car top service and operation controls, check/repair alarm bells and wiring, pushbuttons, pushbutton lamps, digital and/or incandescent position indicators and lamps)
- All switches (keyed, push/pull, or toggled)
- Electrical outlets or other operational device directly related to the operation of the elevator
- Check, monitor and replace fan if necessary
- Test emergency lights and replace batteries and lights if necessary
- Fire Services Per ASME 17.1 8.6.11.1 (e.g.; All elevators provided with firefighter's emergency operation shall be subjected monthly to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. Findings shall be recorded and deficiencies corrected)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway
 door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke
 and fire sensors, Air conditioning units, Buried or underground piping of any type or kind
 including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and
 PVC or other cylinder lining(s) and others)

Hoistway and Pit Monthly or Quarterly Services

- Maintain and service components (e.g.; Limit switches, Leveling systems, electronic or mechanical, buffer assembly – also check for leaks, buffer switches, Hoistway wiring, piping, and related devices, Governor, governor sheave, shaft assembly, bearings, contacts and governor jaws and others)
- Examine compensation chain rope, guides or sheaves and adjust to provide proper clearance and tracking;
- Examine governor sheave and switch and adjust as required
- Examine selector tape sheave and switch and adjust as required
- Examine and check coated steel belt, shackles, sheaves and associated hardware
- Check for damage to polyurethane or exposed wires
- Check for unusual noise, heat, vibration or wear patterns
- · Clean excessive debris or fluid off coated steel belts
- Examine counterweight and compensation ropes, chains and fastenings
- Check counterweight frames, guides, and sheaves
- Adjust counterweight roller guides for proper tension and rail clearance
- · Replace worn guide components as needed
- Lubricate counterweight safety linkage pivot points as needed
- Hoistway entrance door sill areas beyond the entrance frame opening will be cleaned
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway
 door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke
 and fire sensors, Air conditioning units, Buried or underground piping of any type or kind
 including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and
 PVC or other cylinder lining(s) and others)

PRODUCT:

Respondent shall indicate, in this section, the following:

Which manufacturers, by make and model, they are able to repair, service, or replace. List these here:

I. ELEVATOR

Please provide a summary briefing of your product/service offerings and business philosophy. Please name the brands you service as well as any exclusions you have.

ThyssenKrupp Elevator is customer focused on the needs of our clients and strive to develop a long time partnership. Here at ThyssenKrupp Elevator we say, "We Engineer Confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

Products and Service are offered in many different ways at ThyssenKrupp Elevator. We have technicians in the field trained for maintenance, modernization, testing and new installation of all types of vertical transportation including elevators, escalators, material lifts and moving walks.

Please see Appendix B-1 for a list of equipment that is not supported by ThyssenKrupp Elevator.

II. AIRPORT BRIDGE MAINTENANCE AND BAGGAGE HANDLING SYSTEMS

<u>NOTE:</u> It is not necessary to respond to the Elevator, Escalator, or Moving Walkway portion of this RFP to submit a response to this section

This contract also includes an alternative for preventative and complete maintenance service and repairs of equipment of mechanical systems of Airport Bridges (known as Passenger Loading Systems or Bridges) and Airport Baggage handling systems. The Responder(s) shall provide:

- All management, supervision, labor, materials, supplies, and repair parts, tools, and equipment
- Plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.
- These specifications are a statement of the minimum level of work and services that are to be provided under this contract.
- They are not intended to be, nor shall they be construed as, limiting specifications
 and measures which would be taken by a prudent building owner to maximize the life
 expectancy of the property.
- All mechanical, electrical, and utility systems in the building shall be operated at the highest level of efficiency compatible with any energy conservation requirements, and maintained at an acceptable level throughout the contract period. An acceptable level of maintenance is defined as the level of maintenance, which will preserve the equipment(s)' operating condition. This means keeping the equipment above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment.
- Perform maintenance and repairs in the manner, which preserves the equipment and machinery and assures it's most economical and efficient usefulness for an indefinite period.

- The contract is designed to cover the complete Baggage Handling System and Passenger Loading Bridge Maintenance effort in a manner to ensure beneficial and continued Airport operations.
- All work required for the proposed maintenance by this contract is intended to be within the scope of work except as may be otherwise specified.

Facilities, Equipment and systems to be operated, maintained and/or services to be performed under the Contract include but are not limited to:

The Passenger Loading Bridges

- Associated ground power units
- Potable water systems
- Preconditioned air units.

The Complete Baggage Handling System

- Inbound and outbound Baggage conveyers, carousels, and associated equipment.
- Baggage Security Doors, Passenger Loading Bridges, Generators-400HZ System, Jet Power Systems, Potable Water, Lighting, Cable Retrievers
- Ramp scrubbing option
- Special projects related to the maintenance, repair, or upgrade to these systems
- New equipment may be added to standardize with existing systems (It is the intent to take corrective action as needed to ensure that the equipment and related systems covered in this contract are safe, in operation and do not disrupt Airport Operations).
- immediate emergency response service arising from unforeseen circumstances or conditions
- Personnel to operate a Service Call Desk twenty-four (24) hours a day, seven (7) days a week.
- Propose three options of maintaining these systems and what each one includes

Describe how your company will perform all duties within this contract so that it will not cause interference or Airport Operations.

Equipment Manufacturer and model not supported by ThyssenKrupp Elevator.Note: The Majority of these units are no longer manufactured and have been replaced in a modernization program.

Appendix B-1

Gatekeeper Mfr Name	Fujitec	Hitachi	Hyundai	Mitsubishi
Mfr	Fujitec	Hitachi	Hyundal	Mitsubishi
	Millennium Traction Millennium Hydraulic Viridian Generic Relay Escalator PLC Escalator Royal SuperDyne Solid State Hydraulic Talon MRL Belta Other	CX Escalator V Escalator	Hyundai Escalator	2C-2BC AC-E4LP Diamond Trac MRL Elenessa MRL (VFGL) GPH/IDH Hydraulic GPM-III Series Z Escalator Spiral Escalator VFDL / GPS-I VFDLA / GPS-II VFEH VFEL / GPS-III VFGH VFGL / GPS-IV

Appendix G: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Suggested information relevant for purposes of evaluating responses to this RFP include but are not limited to:

Executive Summary

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to TCPN
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- Where is the product manufactured?
- Any certifications provided?
- Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition? This is not a prpriotary product and similar products
- Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in Appendix C in this solicitation. Pricing is dependent on location and will have to be surveyed by location.

Any Additional Information Relevant to the Additional Products and/or Services Offered in the RFP Response

Value Add #1 - New Installation

Summary:

- o Pricing control and quality equipment.
- o Additional admin fees.
- o All members will be notified of product availability.

Detail Description:

- o Products are manufactured in Middleton, TN Facility.
- Units are certified by the local authority after installation.
- o Installations are at the local customer site.
- o Installations are performed by TKE employees, trained and certified by the IUEC.
- O These products are not proprietary, competition is all major providers.

Additional Information and Samples:

- New Installation Agreement Sample
- New Installation Proposal Sample
- Battery Lowering Kit Exhibit 1
- o Car Doors Exhibit 2
- SmartTech II Exhibit 3
- Endura MRL Brochure Exhibit 4 (New Install Only)
- o Fire Service Exhibit 5
- HD-LM Door Operator Exhibit 6
- o HLR 3 Exhibit 7
- Microlight Exhibit 8
- Car Top Rail Kit Exhibit 9
- o Power Units Exhibit 10
- o TAC 22 Exhibit 11
- TAC 50 Exhibit 12

Elevator Installation Agreement (Sample)

SUBMITTED TO: [Customer Name]

[Street] [City, State ZIP]

(Hereinafter Purchaser)

BY: ThyssenKrupp Elevator

[Street] [City, State ZIP] [Phone]

ThyssenKrupp Elevator is pleased to provide the following agreement for the elevator installation at:

LOCATION: [Building Name]

[Street]

[City, State ZIP]

DATE: [Date]



DESCRIPTION OF EQUIPMENT

TYPE OF EQUIPMENT:

One (1) ThyssenKrupp AMEE 21 Twinpost Telescopic Hydraulic Elevators

CONTROL:

TAC 20-03

CAPACITY:

2100 lbs.

SPEED:

80 FPM UP

OPERATION:

Simplex Selective Collective

TRAVEL:

16'-0" net travel

POWER SUPPLY:

460 V 3Ph 60Hz

MACHINE LOCATION:

Approximately 20' remote

OPENINGS:

Two (2) in line

HOISTWAY FRAMES & DOORS:

3'-0" x 7'-0" Side-opening doors and frames finished in baked enamel with aluminum sills and Microlight infrared door protection system.

CAR ENCLOSURE:

Standard ThyssenKrupp TKS cab interior with the following features:

Steel shell cab walls finished in baked enamel. 1.

Standard fluorescent lighting above translucent panels and a baked enamel 2.

frame.

Baked enamel car door. 3.

Brushed stainless steel fronts with aluminum sill. 4.

1 ½" cylindrical stainless steel handrail along rear wall.

Flooring by others. (see Job Clarifications below)

SIGNALS:

Traditional fixtures consisting of illuminating car and hall pushbuttons, emergency light, and car position indicator. Hall lanterns are located at each landing.

SPECIAL FEATURES:

Handicap features to meet current ANSI & ADA code requirements including:

ADA-compliant emergency telephone device. 1.

Pit ladder 2.

3. Solid state starting

Phase I and II Fire Service operation, per ANSI A17.1 (2004) 4.

"In the event of fire..." emergency signage on all hall stations. 5.

Fireman's phone jack at each car station. 6.

7. Elevator equipment designed for Seismic Zone 2.

Independent service operation.

Hoistway access at top and bottom landing. 9.

Hydro Safe biodegradable hydraulic oil. 10.

MINIMUM HOISTWAY SIZE:

7'-4" wide x 5'-9" deep, with a 4'-0" pit depth, and 12'-8" overhead

SCOPE

This Agreement is intended to cover the complete furnishing and installation of:

Except as specified under "Work not included." All work shall be performed in a workmanlike manner and shall include all work and material as set forth in the drawings and as specified herein. In all cases where a component part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many such components as are required to complete the installation.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

ALTERNATES:

[No alternates exist]

CLARIFICATIONS:

APPROXIMATE LEAD TIMES

Be advised of the following approximate lead-times associated with this project:

Preparation of layout drawings upon receipt of subcontract and plans: (Additional Time Required for Cab, Signal, Entrance If Applicable)	X weeks
Approval of layout drawings by purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, material release form and payment of pre-production invoices:	X weeks
Delivery of Equipment to distribution center or jobsite:	X weeks
Installation of elevator system: (After receipt of plumb, dry hoist way, dried in machine room, 3 phase power and verification of all preparatory work by others)	X weeks
Adjustment & Inspection (where applicable) from completion of ThyssenKrupp Elevator inspection checklist	X weeks

PRICE AND TERMS OF PAYMENT

ThyssenKrupp Elevator proposes to furnish and install the equipment specified in this proposal for the net sum of (\$), payable as follows: This proposal is based on the following payment terms: Fifty percent (50%) of the contract price will be due and payable within 30 days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified. Thirty Five percent (35%) shall be due and payable when the material has been received at the ThyssenKrupp Elevator warehouse. Receipt of payment is required prior to mobilization of labor. Fifteen percent (15%) shall be due and payable monthly as labor is performed. Final payment, including five percent (5%) retention and all change orders shall be paid prior to turnover of the equipment.

Purchaser acknowledges that the contract price is based upon labor and material prices projected to be in effect when the Purchaser has scheduled ThyssenKrupp Elevator to install the equipment as of the time of contracting. In the event the schedule changes or construction delays postpone installation and/or adjustment of the elevator for more than 45 (forty-five) days later than originally scheduled, the contract price shall be increased by the amount of any actual increase in ThyssenKrupp Elevator's material and/or labor costs resulting from the schedule change or delay. Changes in schedule must be agreed upon in writing by both parties prior to becoming effective.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by ThyssenKrupp Elevator, shall immediately become payable irrespective of the acceptance by ThyssenKrupp Elevator of notes from Purchaser or extension of time for payment.

If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

ThyssenKrupp Elevator shall be provided with uninterrupted access to the elevator hoist way and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded. In the event that overtime, additional work outside of the scope of this agreement, or expedited work is required, it will be performed at the following rates and only after receipt of an executed Change Order:

SCOPE OF WORK	HOURLY RATE
Expedited installation hourly OT rate (up to 100 team hours):	
Hourly team rate for out-of-scope work during normal hours:	
Hourly team rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during OT hours:	

Team = One (1) mechanic and one (1) apprentice

Note: Rates are subject to change after December 31st, 2012

HOLE FOR JACK UNIT

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator 's standard hourly rates, and the actual cost of any additional material plus 15%. A 32"x32" block-out, or as the block-out indicated on ThyssenKrupp Elevator layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only ThyssenKrupp Elevator standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by ThyssenKrupp Elevator.

MAINTENANCE SERVICE

ThyssenKrupp Elevator shall furnish maintenance service for the period of twelve (12) months on each elevator after the installation is completed and the elevator has been placed into operation. Maintenance includes call-backs during normal hours of regular working days (8:00am-4:30pm, M-F). Any overtime callbacks will be billed to the customer at ThyssenKrupp Elevator standard overtime service rates. Regular maintenance Service shall consist of periodically examining, lubricating,

adjusting and cleaning the elevator (s), and, in the sole opinion, if conditions warrant, repairing or replacing elevator components not excluded under this Agreement.

TEMPORARY SERVICE

There are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Should Purchaser require use of any elevator(s) prior to completion and final acceptance, the Purchaser agrees to sign ThyssenKrupp Elevator's Construction Use Only Agreement, and be bound by the terms and conditions thereof. A copy of this Agreement will be furnished upon written request. Cost for temporary use of an elevator shall be \$100per calendar day per hydraulic elevator and \$200 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, ThyssenKrupp Elevator will require 30 days to perform final adjustments and reinspection after the elevator has been returned to ThyssenKrupp Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection will be determined on a project by project basis. These costs are based on work performed during normal working hours. Temporary use excludes improper vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

ACCEPTANCE OF INSTALLATION

Upon notice from ThyssenKrupp Elevator that the installation of the elevator has been completed, Purchaser will arrange to have present at the installation site a person duly authorized to make the final inspection and to provide/execute a written final acceptance. The date and time that such person will be present at the site shall be as mutually agreed upon, but shall not be more than ten (10) business days after the date of ThyssenKrupp Elevator's notice of completion to Purchaser, unless both parties agree to a certain date thereafter. Such Final Inspection and Certificate of Acceptance shall not be unreasonably delayed or withheld. In the event the elevator fails inspection due to no fault of ThyssenKrupp Elevator, Purchaser agrees to reimburse ThyssenKrupp Elevator for any costs associated with additional inspections. We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, ThyssenKrupp Elevator will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be \$1500 plus a remobilization fee of \$2500.

STORAGE

The Purchaser agrees to provide suitable tractor trailer access and roll-able access from the unloading area to the elevator or escalator hoistways / well ways. The Purchaser agrees to provide a dry and secure area adjacent to the hoist way(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local ThyssenKrupp Elevator warehouse. Any warranties provided by ThyssenKrupp Elevator for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense. Purchaser will be required to sign off on the Material Release Form which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, ThyssenKrupp Elevator is authorized to warehouse the equipment at the ThyssenKrupp Elevator warehouse at Purchaser's risk and expense. Purchaser shall reimburse ThyssenKrupp Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$300 per week for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

DRAWINGS

ThyssenKrupp Elevator standard shop drawings, submittal package, standard owner's manuals and prints will be provided. Deferred approvals, not limited to DSA and OSHPD, are not included. Stamped calculations or details (by professional engineer) are not included.

PAINTING

All exposed metal work furnished by ThyssenKrupp Elevator, except as otherwise specified in writing, shall be properly painted after installation by ThyssenKrupp Elevator.

PERMITS, TAXES, AND LICENSES

All applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date of this proposal are included in the contract price. Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees, or other charges exacted from the Purchaser or the ThyssenKrupp Elevator by any law enacted after the date of this proposal. This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy American, Buy America, U.S. Steel, Far Clauses, MBE, WBE, supplier requirements or any similar state or government procurements laws. Should any such requirements be applicable to this project, ThyssenKrupp Elevator reserves the right to modify and/or withdraw this proposal.

ACCEPTANCE OF PROPOSAL

Purchaser's acceptance of this Agreement and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and ThyssenKrupp Elevator.

TITLE AND OWNERSHIP

ThyssenKrupp Elevator retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, ThyssenKrupp Elevator may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at ThyssenKrupp Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for ThyssenKrupp Elevator to file in public offices in order to perfect ThyssenKrupp Elevator's security interest in such equipment.

WARRANTY

ThyssenKrupp Elevator warrants the equipment installed pursuant to this Agreement against defects in materials and workmanship for a period of one year from the date of Final Acceptance. However, the warranty is contingent on the equipment being installed at the times proposed in this proposal. In the event that the job is delayed for a period greater than six months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will ThyssenKrupp Elevator correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement.

ThyssenKrupp Elevator will not, under this warranty, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of equipment to which any revisions or alterations have been made by others. Any warranty provided by ThyssenKrupp Elevator will become null and void if the elevator equipment is tampered with, maintained, worked on or adjusted by any person(s) other than authorized ThyssenKrupp Elevator company personnel.

WORK NOT INCLUDED

Hoistway and Machine Room

OSHA compliant removable barricades are to be provided by others prior to installation ThyssenKrupp Elevator will replace if removed by ThyssenKrupp Elevator. Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold ThyssenKrupp Elevator harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.

ThyssenKrupp Elevator shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder. This is to include the pit and overhead with ladder, steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

ThyssenKrupp Elevator shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the ThyssenKrupp Elevator shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator door frame is 12.5". Purchaser must specify this thickness on the layout approvals. Elevator entrances shall not have exterior sun exposure. Custom "sun doors" are not provided.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by ThyssenKrupp Elevator for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoist way from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the ThyssenKrupp Elevator sill support shall be furnished and installed by others as detailed on the ThyssenKrupp Elevator layouts. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on ThyssenKrupp Elevator layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the ThyssenKrupp Elevator layouts. Beam pockets with bearing plates to support the loads of the overhead machine assembly on Synergy machine roomless applications shall be furnished and installed by others per the ThyssenKrupp Elevator layouts.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. For a Synergy machine room-less installation, the top of the hoist way shall not be installed until after the hoist machines can be set in place with a crane. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane. Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

For Synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Electrical.....

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical Purchaser if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoist way shall be provided by others.

The Purchaser will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors which shall be terminated by others at a properly marked terminal in the elevator controller. One additional telephone line per group of elevators for diagnostic capability wired to designated controller shall be provided by others.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

Elevator Cab

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

SHARED RESPONSIBILITIES

Purchaser agrees to fully and completely defend, indemnify and hold harmless ThyssenKrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against ThyssenKrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that ThyssenKrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorney's fees, costs of court and other expenses of litigation incurred by ThyssenKrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (prejudgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

Purchaser expressly agree to name ThyssenKrupp Elevator as an additional insured in its liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent

damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

SPECIAL CONDITIONS

- 1. ThyssenKrupp Elevator's performance under this Agreement is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
- 2. It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.
- 3. All work is to be performed during ThyssenKrupp Elevator's regular working hours/regular working days unless otherwise specified and agreed to in writing by both ThyssenKrupp Elevator and Purchaser.
- 4. Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage shall be furnished to Purchaser upon request.
- 5. Should loss of or damage to our material, tools or work occur at the installation site, Purchaser shall compensate ThyssenKrupp Elevator for such loss, unless such loss or damage results from ThyssenKrupp Elevator's own acts or omissions.
- 6. If ThyssenKrupp Elevator submits any drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
- 7. In the event ThyssenKrupp Elevator engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in the county where the work covered by this Agreement is located.
- 8. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
- 9. ThyssenKrupp Elevator's participation in controlled insurance programs is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits, if applicable, will be provided at that time.
- 10. In no event shall ThyssenKrupp Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.
- 11. Dumpsters shall be provided by others at no cost to ThyssenKrupp Elevator for removal of elevator packaging material. Should dumpsters not be provided, disposal of packaging materials shall be by others. Composite cleanup participation is not included.
- 12. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400 In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- 13. On-site parking will be provided at no additional cost.
- 14. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features by ThyssenKrupp Elevator in lieu of any maintenance training required in the bid specifications.
- 15. Purchaser agrees to accept ThyssenKrupp Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

The rights of ThyssenKrupp Elevator under this Agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

ACCEPTED: ThyssenKrupp Elevator Corporation [Purchasing Company Name] [Street Address] [City, ST ZIP] Ву: (Signature of Authorized Individual) By:_ (Signature of TKE Representative) (Printed or Typed Name) [Name of ThyssenKrupp Elevator Rep] [Phone Number] Title: Date: _____ Date: Approved by: _____ [Manager's title] Date: ______ Title:



New Installation Proposal

January 4, 2015

Purchaser:

Purchaser Name

Project Name:

Project Name

Address:

Purchaser Address

Project Address:

Project Address

City/State/Zip:

Purchaser City/State/Zip

City/State/Zip:

Project City/State/Zip

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote **\$Dollar Amount** sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevator at the aforementioned location. This quote is valid for 45 Days, and is based on the general intent of the bid letter, plans, specifications, addenda #, clarifications, exceptions, and provided durations. Project completion must occur on or before 12/31/2013, or the labor and material contained in this proposal will be subject to escalation.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1. Enter VE or state 'None at this time'

CLARIFICATIONS TO ARCHITECTURAL PLANS DATED AND SPECIFICATION SECTION

1. Enter Clarifications

TKE can proceed with preparation of layout drawings for review and approval with receipt of one (1) full set of plans and specifications, a copy of the preliminary schedule, and the Subcontract Agreement. We will require receipt of a fully executed subcontract agreement, including any attached amendments, along with payment for pre-production and engineering prior to the release of the elevator equipment for fabrication. An invoice representing pre-production and engineering costs will be provided for your convenience upon acceptance of this proposal.

If you have any questions or concerns, please do not hesitate to contact me at Phone Number. We appreciate your consideration.

Sincerely,

[Enter Your Name]

New Installation Sales Representative c/o ThyssenKrupp Elevator Branch Street Branch City/State/Zip Phone Number Email Address

THYSSENKRUPP ELEVATOR SPECIFICATION SUMMARY

Project: Click here to enter text.

Units in Estimate	e: Click here to enter text.	Opening Size:	noose an item
Units in Bank:	Click here to enter text.	Clear Ceiling Height: Ch	noose an item.
Product:	Choose an item.	Clear Inside Cab Width: Cl	noose an item.
Series:	Choose an item.	Clear Inside Cab Depth: Cl	noose an item.
Application:	Choose an item.	Hoistway Width:	noose an item
Loading Class:	Choose an item.	Hoistway Depth:	noose an item.
Capacity:	Choose an item. lbs.	Pit Depth: Cl	noose an item
Speed:	Choose an item. FPM	Overhead:	noose an item.
Travel:	## ft ## in	Machine Room Location: Ch	noose an item.
Future Travel:	## ft ## in	Controller: Ch	noose an item,
Stops:	## (## front, ## rear)	Emergency Power: C	noose an item.
Doors:	Choose an item.	Jack Type: C	noose an item
Power Supply:	Choose an item. Volts, 60 Hz	Seismic Equipment: C	hoose an item.
HP:	Choose an item.		
Cab		Car Fixtures	Entrance Doors
Cab Type:	Choose an item.	Type: Choose an item.	## Choose an item.
Panel Type:	Choose an item.	Finish: Choose an item.	
Panel or Wall Fir	nish: Choose an item.	Fixtures Included: Choose	Entrance Frames
Cab Base: Choose an item.		an item., Car Position	## Choose an item.
Base Frieze, Rev	veal: Choose an item.	Indicator, Choose an item.	
Front Return, Tr	ansom: Choose an item.		Entrance Sills
Cab Doors:	Choose an item.	Hall Fixtures	## Choose an item.
Canopy:	Choose an item.	Type: Choose an item.	
Ceiling:	Choose an item,	Finish: Choose an item.	New Product Service
Ceiling Finish:	Choose an item,	Fixtures Included: Hall	Choose an item. months;
Lighting:	Choose an item.	Stations, Choose an item.,	24 hour service available,
Cab Sill:	Choose an item.	Choose an item.	Overtime call-backs are
Handrail Type:	Choose an item.		Choose an item.
Handrail Finish:	Choose an item.	Limited Access Provisions	
Handrail Location	on: Choose an item.	Type: Choose an item.	
Handrail Row Q	uantity: Choose an item.		
Protective Pads	: Choose an item.		
Cab Finished Flo	oor: Choose an item.		

Additional Features: Two Speed Fan, Automatic Fan/Light Shutdown, Vista Remote Monitoring, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder

GENERAL TERMS AND CONDITIONS

1. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.

- 2. This proposal is based on the following payment terms:
 - a. Forty percent (40%) of the contract price will be due and payable within thirty (30) days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified.
 - An additional twenty five percent (25%) shall be due and payable when the material has been received at the TKE warehouse.
 Receipt of payment is required prior to mobilization of labor.
 - c. ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed pursuant to this agreement until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full contract amount including change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
- In no event shall TKE be responsible for consequential, indirect, incidental, exemplary, and special damages.
- 4. Should liquidated damages be mutually agreed upon, a TKE schedule will be incorporated as an exhibit of the contract which will specify Purchaser milestones and a TKE work schedule. In no event shall TKE's liability for damages arising out of this agreement exceed 5% of the agreement amount.
- 5. Overtime/additional / expedited work will be performed at the following rates and only after receipt of an executed Change Order:

Note: Rates are subject to change after 12/31/2013

Scope of Work	Hourly Rate			
Expedited Installation Hourly OT Rate (Up to 100 Team* Hours): \$190/Team Hour				
Hourly Team Rate for Out-of-Scope Work during Normal Hours:	\$224/Team Hour			
Hourly Team Rate for Out-of-Scope Work during OT Hours:	\$404/Team Hour			
Hourly Mechanic Rate for Out-of-Scope Work Normal Hours:	\$116/Man Hour			
Hourly Mechanic Rate for Out-of-Scope Work OT Hours:	\$216/Man Hour			
* Team = one (1) mechanic and one (1) apprentice				
Be advised of the following approximate lead-times in effect as of the date of the	nis proposal.			
Preparation of layout drawings upon receipt of subcontract and plans:	## Weeks			
(Additional Time Required for Cab, Signal, Entrance If Applicable)				
Approval of layout drawings by purchaser:	Varies			
Fabrication time:	## Weeks			
(From receipt of all approvals, fully executed contract, material release form and PPE payment)				
Installation of elevator system:	## Weeks			
(After completion of all required preparatory work by others)				

WORK NOT INCLUDED

TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.

The Purchaser agrees to provide suitable tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways. The Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense.

Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, TKE is authorized to warehouse the equipment at the TKE warehouse at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, TKE will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be \$1,500.00 plus a remobilization fee of \$2,500.00.

TKE includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE work has commenced.

Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

TKE will be responsible for cleanup of elevator packaging material; however, composite cleanup participation is not included.

Unless required by specification, there are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Temporary use shall be agreed to in accordance with the standard TKE Temporary Use Agreement. Cost for temporary use of an elevator shall be \$50.00 per calendar day per hydraulic elevator and \$75.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and reinspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For installations above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

OSHA compliant removable barricades are to be provided by others prior to installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards. For MRL building supported applications and overhead traction applications, an OSHA approved work platform at the top landing served will be required.

TKE shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

TKE shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the TKE shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator doorframe is 12.5". Purchaser must specify this thickness on the layout approvals.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the TKE sill support shall be furnished and installed by others as detailed on the TKE layouts. Structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by others if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoistway shall be provided by others.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by others at a properly marked terminal in the elevator controller.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

Conventional Hydraulics Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only TKE standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade.

Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by TKE.

Machine Roomless Applications Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane.

For synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Beam pockets with bearing plates to support the loads of the overhead machine assembly on synergy machine room-less applications shall be furnished and installed by others per the TKE layouts.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Traditional Traction Elevators Only

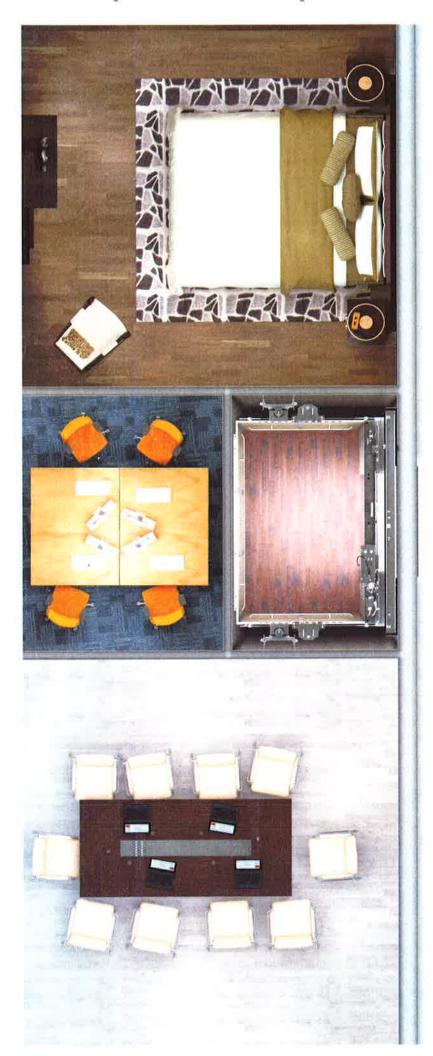
Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.







The new endura MRL combines the no-nonsense functionality of hydraulics and a truly machine room-less design — perfect for low-rise buildings. Now you really can maximize building space while keeping construction coordination and costs low. Fewer moving parts and the uncomplicated design provide dependable, capable equipment that isn't over engineered for buildings with just a few floors. And the cost to maintain the endura MRL is significantly lower than the cost of maintaining more complex low-rise MRL traction elevators.

ENGINEERING SIMPLIFIED. So simplify, because why buy more than you need?

SIMPLY MORE SPACE

1

it either. Now, you really do have more space to work with. door jamb, you don't have to reserve space for access to And since the controller is cleverly located in the elevator machine room, controller access or weight and capacity restrictions. The pump unit is located in the elevator pit. elevators into their design without worrying about a The endura MRL allows architects to incorporate

General contractors can spend fewer hours thinking about

SIMPLY FITS

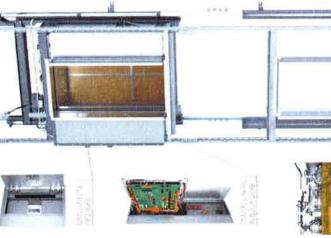
electrical and HVAC, fireproof doors, as well as the locks

and signage required for typical machine rooms or

controller closets. You can also eliminate the coordination effort, time and cost.

Choose the endura MRL and you can eliminate framing, the elevator because there is less to build and manage,

> The endura MRL uses little electricity, has a small lifetime (volatile organic compound) emissions are one less thing performance improving vegetable-based hydraulic fluid. lighting lifespan, is mercury-free and offers a heat-free solution. Since the cab is from ThyssenKrupp Elevator, environmental impact and virtually eliminates the use of petroleum by using enviromax" the industry's first you will benefit from the industry's only UL validated LED lighting is standard, which drastically increases 01350 CA compliant low-emitting interiors. So VOC to worry about.



You no longer have to provide disconnects, wiring chases The endura MRL has been designed so you can simplify.

trades. Permanent power and a hoistway is all you need,

and we do the rest. It simply fits.



restrict your interior cab design. loads, so you aren't limited to lightweight finish options that efficient way to move heavier Hydraulic elevators offer an



and sound deadening material to ensure a quiet ride. virtually adjustment-free, which allows for improved It also features a new electronic valve. The valve is The pump unit is in the pit, sealed with a hardtop leveling accuracy.





SIMPLY SPEND LESS

For the building owner, the endura MRL has fewer moving don't spend money to heat or cool a room you can't lease. included to ensure your tenants don't get trapped in case of a power failure. There's also no machine room, so you maintenance costs are less than a low-rise MRL traction unexpected service visits. Battery-lowering operation is elevator — significantly less. An electronic valve makes floor leveling adjustments automatically, decreasing parts and an uncomplicated design which means

elevator that is 95% petroleum-free. And it gets the job done materials that have minimal effects on the environment. It is a canola-based hydraulic fluid that is readily biodegradable in North America, you now have an environmentally sound without having to pay for an over complicated product that and rapidly renewable. Grown, harvested and processed The endura MRL uses enviromax, formulated from has no benefit to your tenants.



has fewer parts, increases reliability and reduces maintenance costs.

The linear door operator

LIFE CYCLE COSTS ARE SIMPLY CLEAR

transparent, Each elevator type listed below is a three-stop, 2,500 lb. capacity unit with the same interiors and settings. Total Cycle Analysis (LCA) and Costing (LCC) research make the long-term cost and environmental impacts of low-rise elevators We've done the homework so you can make an educated decision about purchasing the right low-rise elevator, Our Life cost reflects 25 years of elevator life.



enduraMiL

MAINTENANCE COST BUILDING COST 8 NITIAL COST \$74,000

TOTAL COST

\$165,856



FRACTION MRL

MAINTENANCE COST BUILDING COST \$2,500 INITIAL COST \$90,000

TOTAL COST

\$265,879

\$173,379





MACHINE ROOM HYDRAULIC

MAINTENANCE COST \$91,856 **BUILDING COST** \$6,700 INITIAL COST \$69,000

TOTAL COST

\$167,556



When it comes to energy we understand the importance of using less. Based on national averages and industry

operating use standards, the annual energy consumption of a traction unit is approximately \$350 versus \$500 for a like

which show product ingredients and Health Product Declarations (HPDs), Thyssen Krupp Elevator is the only elevator manufacturer to offer associated health information.

hydraulic unit.

ThyssenKrupp Elevator Locations

UNITED STATES OFFICES

Alabama		Jacksonville	904-260-4656	Kentucky		Nevada		Oregon		Ft. Worth	817-922-9590
Burningham	205-945-0062	Miami Orlando	305-592-7722 407-425-3496	Lexington Louisville	859-252-0386 502-266-6014	Las Vegas Reno	702-262-6775 775-329-0400	Eugene Portland	541-683-7848 503-255-0079	Houston Houston	713-849-2191
Alaska		Pensacola/		Louisville	302 _00 001 /	neno	776 020 0700	Tortiona		Downtown	713-654-7700
Anchorage	907-522-3002	Mobile Area	850-477-0015	Louisiana		New Jersey		Pennsylvani	a	Midland	432-683-1488
		West Palm		Baton Rouge	225-928-1120	Atlantic City	609-567-2333	Allentown	610-366-0161	San Antonio	210-495-8585
Arizona		Beach	561-842-5761	New Orleans	504-733-6141	Cranford	908-497-9297	King of Prussi	a 609-567-2333	Temple	254-778-3741
Phoenix	602-257-0216	Sarasota/						Philadelphia	215-405-2340	Tyler	903-533-8844
Tucson	520-622-2452	Bradenton	941-753-4787	Maine		New Mexico		Pittsburgh	412-367-7500	Utah	
		Tallahassee	850-576-0161	Brewer	207-989-3255	Albuquerque	505-856-5800	York	717-767-5600		y 801-908-7433
Arkansas		Tampa	813-287-1744	Mandani		New York		Puerto Rico		Sait Lake Cit	y 801-906-7435
Little Rock	501-407-9030	Vero Beach	772-567-0001	Maryland	440 070 7000		210 001 2000		202 230 5005	Virginia	
California		Georgia		Baltimore	410-636-3280	Buffalo Elmsford	716-681-7900 914-347-3450	Puerto Rico	787-708-5605	Newington	571-642-0530
	014 070 0000	Atlanta	770-916-0555	College Park	301-345-6400 301-739-1314		631-491-3111	Rhode Islani	4	Norfolk	757-547-9025
Anaheun	714-939-0888 559-271-1238	Macon	478-475-5438	Hagerstown	410-520-0022	Long Island Manhattan	212-947-8800	Providence	866-989-3555	Richmond	804-555-9792
Fresno	510-476-1900	Marietta	770-916-0555	Ocean City	410-320-0022	Rochester	585-359-9290	Flovidence	000-303-3333	Roanoke	540-563-5700
Hayward Los Angeles	323-278-9888	Savannah	912-354-8800	Massachuse	etts	Syracuse	315-437-7541	South Caroli	na		
Sacramento	916-376-8700	Savannan	312 00 1 0000	Boston	617-547-9000	Sylucuse	010 101 1011	Columbia	803-708-3895	Washington	
San Diego	619-596-7220	Hawaii		Doston	017 047 0000	North Caroli	na	Greenville	864-675-0096	Everett	425-438-0309
	415-544-8150	Honolulu	808-834-6300	Michigan		Charlotte	704-529-1000	Myrtle Beach	843-448-2016	Seattle	425-702-1200
San Jose	408-392-0910			Grand Rapids	616-942-4710	Greensboro	336-272-4563			Spokane	509-533-2701
Santa Barbara	a 805-967-0131	ldaho		Detroit	734-953-3734	Raleigh	919-851-8557	South Dakot		Tacoma	253-566-1751
		Boise	208-658-0000					Sioux Falls	605-332-4950	West Virgini	
Colorado		110		Minnesota		North Dakot		T		-	304-342-8115
Col. Springs	719-548-0211	Illinois		Duluth	218-624-5566	Fargo	701-232-2673	Tennessee	107 100 0010	Charleston	304-342-0113
Denver	303-318-9700	Chicago	630-652-4000	Minneapolis	612-588-7844	Ohio		Chattanooga			
Eagle	970-328-5955	Peoria	309-691-2596	Mississippi			513-241-6000	Knoxville	865-588-8517 901-377-1993		
Fort Collins	970-221-1744	Indiana			601-922-9400	Cincinnati Cleveland	440-717-0080	Memphis	901-977-1993	For a complete	
Connecticut		Evansville	812-475-9419	Jackson	001-922-9400	Columbus	614-895-8930	Texas		state licensing numbers, plea	
	860-828-6672	Indianapolis	317-595-1125	Missouri		Toledo	419-666-3304	Austin	512-447-9511		ruppelevator.com
New Haven	000-020-0072	правтарона	517 555 1126	Springfield	417-581-9466	Toledo	415 500 5504		ti 561-299-0035	www.tityssein	auppelevator com
Florida		Kansas		St. Louis	314-991-0800	Oklahoma			972-785-0505		
	954-971-6500	Kansas City	913-888-8046	St. Eduid		Okla, City	405-949-1916	Dallas			
Ft: Myers	239-334-2511	Wichita	316-529-2233	Montana		Tulsa	918-665-2040	Downtown	214-303-1389		
Gainesville	352-376-2241			Bozeman	406-587-3895			El Paso	915-595-0171		

CANADA OFFICES

Alberta		Manitoba		Newfoundla		London Mississauga	519-652-0800 905-602-6232	Quebec Montreal	514-631-6776
Calgary Edmonton	403-259-4183 780-488-0976	Winnipeg	204-697-0700	St. John's	709-739-4038	North York	416-496-6000	Quebec City	418-682-1214
		New Brunsy	vick	Nova Scotia	1	Ottawa	613-731-0810	Repentigny	450-582-8922
British Colu	mbia	Saint John	506-634-1063	Halifax	902-454-2456	Scarborough	416-291-2000	Cb-4-b	
Kelowna	250-763-2804	Moncton	506-855-3357			Sudbury	705-673-4702	Saskatchew	
Vancouver	604-294-2209			Ontario		Toronto	416-599-2002	Regina	306-352-8608
Victoria	250-474-1150			Hamilton Kingston	905-385-1785 613-542-2904	Whitby	905-579-0471	Saskatoon	306-242-6467

ThyssenKrupp Elevator

2600 Network Blvd., Ste. 450, Frisco, TX 75034

Phone (877) 230-0303

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Value Add #2 – Modernization

Summary:

- Pricing control and quality equipment.
- o Additional admin fees.
- o All members will be notified of product availability.

Detail Description:

- o Products are manufactured in Middleton, TN Facility.
- o Units are certified by the local authority after modernization.
- o Modernizations are at the local customer site.
- Modernizations are performed by TKE employees, trained and certified by the IUEC.
- These products are not proprietary, competition is all major providers.

Additional Information and Samples:

- o Modernization Agreement Sample
- o Battery Lowering Kit Exhibit 1
- o Car Doors Exhibit 2
- SmartTech II Exhibit 3
- o Fire Service Exhibit 5
- HD-LM Door Operator Exhibit 6
- o HLR 3 Exhibit 7
- o Microlight Exhibit 8
- o Car Top Rail Kit Exhibit 9
- o Power Units Exhibit 10
- o TAC 22 Exhibit 11
- o TAC 50 Exhibit 12
- o Door Restrictors Exhibit 18



Modernization Proposal

January 28, 2013

Purchaser:

Purchaser Company Name

Project Location:

[Enter Building Name]

Address:

[Enter Street Address]

Project Address:

[Enter Street Address]

City/State/Zip: [Enter City, State Zip]

City/State/Zip:

[Enter City, State Zip]

On behalf of ThyssenKrupp Elevator, I am pleased to quote \$0.00 (sales tax included) to perform certain work to modernize elevators 1 - 4 at the above referenced location as described in this multi-page proposal (the "Proposal"), This Proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at (000) 000-0000. We appreciate your consideration.

Sincerely,

Enter Your Name

Modernization Sales Representative c/o ThyssenKrupp Elevator Street Address City, State & Zip firstname.lastname@thyssenkrupp.com

SCOPE OF WORK

	TRACTION	TRACTION
	ELEVATOR(S) X-X	ELEVATOR(S) X-X
Machine	Reuse Existing Geared Machine	Reuse Existing Geared Machine
Hoist Motor	Reuse Existing Motor	Reuse Existing Motor
Deflector Sheave	Reuse Existing	Reuse Existing
Control System	New TAC 50-04 Microprocessor Controller	New TAC 50-04 Microprocessor Controller
Destination Dispatch	N/A	N/A
Selector System	New Position Transducer/Limit Switches	New Position Transducer/Limit Switches
Drive System	New VVVF Regenerative Drive	New VVVF Regenerative Drive
Governor	Refurbish Existing	Refurbish Existing
Hoist & Governor Cables	Reuse Existing Cables	Reuse Existing Cables
Traveling Cables & Wiring	New Traveling Cable & Hoistway Wiring	New Traveling Cable & Hoistway Wiring
Car Frame	Reuse Existing	Reuse Existing
Car Platform	Reuse Existing	Reuse Existing
Car Guide Shoes	Reuse Existing	Reuse Existing
Safety	Reuse Existing	Reuse Existing
Counterweight Frame	Reuse Existing	Reuse Existing
Counterweight Guide Shoes	Reuse Existing	Reuse Existing
Guide Rails	Reuse Existing	Reuse Existing
Buffers	Reuse Existing	Reuse Existing
Entrance Frames	Reuse Existing	Reuse Existing
Entrance Door Panels	Reuse Existing	Reuse Existing
Hoistway Sills	Reuse Existing	Reuse Existing
Door Operator	Reuse Existing	Reuse Existing
Car Door Panel	Reuse Existing	Reuse Existing
Car Sill	Reuse Existing	Reuse Existing
Door Detectors	Reuse Existing	Reuse Existing
Car Enclosure	Reuse Existing	Reuse Existing
Flooring	Reuse Existing	Reuse Existing
Signals	Reuse Existing	Reuse Existing
Pit Ladder	Reuse Existing	Reuse Existing
LEED / Green Project	No	No
Special Features		

^{***}ThyssenKrupp Elevator's Standard Cabs have been tested by UL to meet California's strictest indoor air quality standards CA01350. This standard is required by many other jurisdictions to prove the health of indoor air quality.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such

changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

OUR PRODUCTS AND THE ENVIRONMENT

ThyssenKrupp elevator products are designed for efficiency and productivity. And, by truly understanding your needs and by incorporating innovative technology, we're able to offer elevators that are not only more productive and more efficient; they also demonstrate a deep respect for the environment. ThyssenKrupp elevator endeavors to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) are available for review at your request.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1.	Sample Text	Initial to Accept
2.	Sample Text	Initial to Accept
3.	Sample Text	Initial to Accept
4.	Sample Text	Initial to Accept
5.	Sample Text	Initial to Accept
6.	Sample Text	Initial to Accept
7.	Sample Text	Initial to Accept

JOBSITE SPECIFIC CONDITIONS

- 1. Sample Text
- 2. Sample Text
- Sample Text
- Sample Text
- Sample Text
- 6. Sample Text
- 7. Sample Text

Be advised of the following approximate and estimated lead times in effect as of the date of this Proposal.

Preparation of submittals upon receipt of subcontract and plans: (Additional Time Required for Cab, Signal, Entrance If Applicable)	1 – 2 days
Approval of submittals by Purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	8 – 10 weeks
Modernization of elevator system: (After completion of all required preparatory work by others)	1 – 2 weeks

Project completion must occur on or before December 31, 2013, or the Purchaser agrees, by executing this Proposal, that the labor and material contained in this Proposal will be subject to escalation based on increased material and labor costs incurred by ThyssenKrupp Elevator.

INSTALLATION SEQUENCE AND SCHEDULE

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 7:30AM to 4:30 PM, except scheduled holidays.

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

- 1) Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense;
- 2) Electrical:
 - a) suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b) the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
 - c) a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - d) wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
 - e) a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f) a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - g) automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
 - h) electrical cross connections between elevator machine rooms for emergency power purposes;
- 3) Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
- 4) Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
- 5) Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;

- 6) Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);
- 7) Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- 8) Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- 9) Painting: all painting, except as otherwise specifically included herein;
- 10) Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- 11) If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;
- 12) If the hydraulic jack is replaced:
 - a) the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%:
 - b) adequate ingress and egress, including ramping, for a truck-mounted drill rig;
 - c) removal of all dirt and debris from each hole location;
 - d) in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e) any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f) engineering, provision and installation of methane barriers or coordination/access;
 - g) access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h) a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
 - i) any spoils or water testing; and
 - the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

ASBESTOS AND SAFETY

The Purchaser is solely responsible for the removal and disposal of asbestos containing material at the jobsite. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during ThyssenKrupp Elevator's manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. The Purchaser is solely responsible for ensuring that any governmentally-required safety provisions will be followed. ThyssenKrupp Elevator reserves the right to discontinue work on the jobsite whenever, in ThyssenKrupp Elevator's sole opinion, its personnel do not have a safe place to work.

PAYMENT TERMS

This Proposal is based on the following payment terms:

Forty percent (40%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional twenty-five percent (25%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Thereafter Purchaser shall make progress payments which shall be due not later than the fifteenth (15th) day of each month for labor and materials furnished, as defined above, through the last day of the preceding month. Such payments shall also include any changes to the Proposal amount made by change orders to the extent completed. Time is of the essence.

The remainder of the Proposal amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry.

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional

inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

TERMS AND CONDITIONS

All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the

event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment described in this Proposal.

Should loss of or damage to ThyssenKrupp Elevator's materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp Elevator, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located in the elevator machine room and/or hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

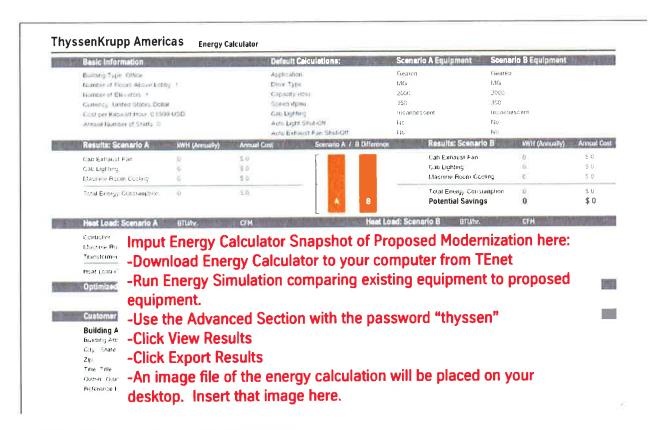
By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Purcha	ser Company Name	ThyssenKrupp Elevator Corporation Street Address
Ву:	(Signature of Authorized Individual)	City, State & Zip
	(Printed or Typed Name)	By:(Signature of TKE Representative) Enter Your Name (000) 000-0000
Title:	Date:	Date:
		Approved by:
		Title: Date:

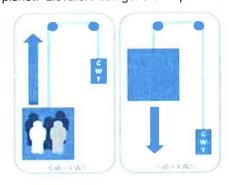
ACCEPTED:



OUR COMMITMENT TO ENERGY EFFICIENCY

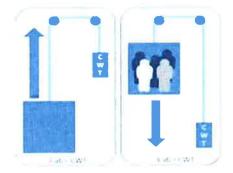
We utilize gravity to regenerate power for your building.

The largest impact of an elevator's life cycle is during its use-phase (after installation is complete) when it is sitting idle with the lights on. Our efforts to promote an automatic light/fan shut off feature for all currently installed and new products has helped us target this inefficiency with tools like our energy calculator and modernization products. The impact that the elevator industry can have on the efficiency of the built environment is astonishing when we realize the potential improvement in updated motor, drive and controller technology can increase energy efficiency rates up to 72%. If elevators use up to 8% of a total building's energy and building use 42% of the energy in the U.S. that is quite the potential impact for one industry. Regenerative drive technology and motor efficiency controllers are just a few more ways ThyssenKrupp can help our customers improve their bottom-line while also helping our planet. Elevators can generate up to 40% of their energy consumption for use by the building.



CONSUMING ENERGY

Full an going up or empty can going down goes against gravity and requires power



REGENERATING ENERGY

Empty can going up or full can going down works with gravity and can generate power

OUR COMMITMENT TO LEED

ThyssenKrupp Elevator is the only elevator company to have LEED accredited professional sales force, and the only manufacturer to offset 100% elevator energy usage.

ThyssenKrupp's commitment to sustainability extends beyond our own realm and into the realm of our customers. To that end, we are committed to helping our customers apply green building strategies to comply with USGBC's LEED rating system. We have over 30 LEED Green Associates and LEED APs with specialties to help you with your LEED project needs. While excluded from two Materials and Resources credits within the New Construction rating system, elevators can play a significant contribution to LEED in large jobs. Please see our LEED matrix which offers a breakdown of elevator specific LEED credits. We are pleased to contribute to energy savings credits and comply with all project construction plans. By implementing LED lighting, auto fan and light shut-off TKE's MRL elevators can apply for an available Innovation in Design point. With LEED AP BD+C employees on staff, TKE is willing to work with our customers on their projects in seeking additional unprecedented points in both the Energy and Atmosphere and Innovation in Design categories for the New Construction rating system as well as Existing Building Operations and Maintenance rating system.

LEED for Existing Buildings Operations & Maintenance

CATEGORY	CREDIT	INTENT	HOW CAN THYSSENKRUPP HELP?
Innovation in Operations	ID 1 - Innovation in Operations	Provide building operations, maintenance, and upgrade teams with the opportunity to achieve additional environmental benefits beyond those addressed in the rating system.	ThyssenKrupp proactively works with our customers to achieve Innovation in Operations credits. Contact a sales representative for more information.
	EA PR 1 - Energy Efficiency Best Management Practices	Promote continuity of information to ensure that energy-efficient operating strategies are maintained and provide a foundation for training and systems analysis.	ThyssenKrupp can provide project teams with real-time elevator traffic monitoring and customizable elevator placement based on peak traffic demand (i.e. elevators at lobby with doors open for morning rush)
Energy & Atmosphere	EA 1 - Optimize Energy Efficiency Performance	Achieve increasing levels of operating energy performance relative to typical buildings of similar type to reduce environmental impacts.	ThyssenKrupp's online energy calculator can be used to provide exceptional calculations in energy modeling to add to the Energy Star Performance Rating.
ed	EA 1 - On-Site and Off-Site Renewable Energy	To encourage and recognize increasing levels of on and off-site renewable energy to reduce environmental and economic impacts associated with fossil fuel energy use.	ThyssenKrupp will purchase 2-yr Renewable Energy Certificates (RECs) for the amount of energy our elevators would consume on behalf of the project to offset our elevator's energy usage.
Indoor Air Quality	IEQ 1.1 - Indoor Air Quality Management Program	To enhance indoor air quality by optimizing practices to prevent the development of indoor air quality problems in buildings, to maintain the well-being of occupants.	ThyssenKrupp will follow a project's indoor air quality management program when applying paints, coatings, sealants, and adhesives in the building. TKE offers the only low-emitting cab certified by UL in compliance with CA01350
Ind Air 0	IEQ 2.1 - Occupant Comfort - Occupant Survey	To provide for the assessment of building occupants' comfort as it relates to thermal comfort, acoustics, indoor air quality (IAQ), lighting levels, building cleanliness and any other comfort issues.	Modernizing elevators can increase occupant satisfaction by improving ride quality, traffic flow, and reducing wait times.

BROCHURE LIBRARY





Battery Lowerin Kit Lowering



No Power? No Problem.

ThyssenKrupp Elevator's Battery Lowering Kit is a worry-free solution for building owners and managers in the event of a power outage. Available on hydraulic passenger elevators, the emergency lowering system provides supplemental power to the elevator controller. It operates by monitoring the elevator for power loss, phase reversal and low voltage conditions. If any of these conditions occur, the lowering system is activated. It then closes the doors and sends the elevator to the main exit landing of the building and reopens the doors, allowing passengers to exit safely. The elevator returns to normal operation when power is restored.

Features and Benefits

- Specifically designed for hydraulic elevators
- Reliable solid-state circuitry ensures proper operation
- Small, self-contained unit can be mounted on any wall
- Maintenance-free battery
- · Improves passenger safety by eliminating the possibility of entrapment during a power outage
- · Custom-engineered to operate with your existing controller
- · Requires a signal from the main disconnect when power has been removed during maintenance

Getting trapped in an elevator during a power failure can be frightening to the passengers. With a Battery Lowering Kit, you can be confident knowing your equipment is safe for them to ride, even if a power outage occurs. Order a Battery Lowering Kit from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator



TKE nhance

Car Doors



Make A Lasting Impression!

Are your elevator doors in need of an extreme makeover? Because you never get a second chance to make a first impression, update your elevators with new car doors from ThyssenKrupp Elevator! Choose from our wide variety of styles to meet your building's décor and demand.

Our standard doors are constructed of durable formed metal with a baked enamel finish. They can be accented with a decorative and functional brushed stainless steel kickplate. Upgradable door finishes include brushed or polished stainless steel or bronze, as well as 5WL patterned stainless steel. Custom finishes are available upon request.

The standard height of ThyssenKrupp Elevator doors is 7'0" (2134), but can be constructed up to 9'0" (2743) high. There are three styles of doors to choose from:

One-Speed	Two-Speed	Center-Opening
Most economical door	Wider opening	Permits quickest entry and exit
Right or Left hand opening	Right or Left hand opening	Symmetrical appearance







You can order your new doors from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator







Make it Closed Loop!

Over time, door operators may become inefficient and unreliable. Faulty doors are the #1 cause of elevator shutdowns and service calls. Poor door operation also results in car delays, increased waiting time and longer floor-to-floor travel times. The results are frustration, inconvenience, lost time and money.

The solution is ThyssenKrupp Elevator's SmartTech II, which converts just about any manufacturer's door operator to closed loop. Our SmartTech II kit includes a new motor, complete with a digital encoder. This digital microprocessor control system ties directly into your elevator controls. The encoder feedback will track the speed and location of the doors, then it will adjust for changing seasons and weather conditions, heavy lobby doors and other obstacles that may result in poor door operation. The kits are supplied with a car top mounted control box and replacement motor.

Benefits:

- Smoother, more consistent operation
- · Faster, floor-to-floor travel times
- · Quicker door reversing
- Fewer shutdowns and call backs
- Multi-voltage Input/Output

- Improved productivity due to shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions
- Latest in elevator door operation technology

Adaptable to Existing Control Systems

The SmartTech II is very flexible. Available in $^{1}/_{3}$ HP or $^{1}/_{2}$ HP AC motors, depending on the application, and is either flange or foot mounted directly to the existing operators. The electronics and motor are powered with a 115 VAC and is capable of interfacing with the following door operators:

- HD-73, HD-91
- Otis 6970, 7300, 7700
- Haughton
- ECI 895, 1000
- Linear door operator

- Dover Type D
- Dover DC-62
- · Westinghouse BB2
- Fujitec

Other door operators can be retrofitted if requested. Ask your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator



Firefighter's Service Open



In Case of Fire...

U.S. and Canadian National Elevator Safety Codes require the use of Firefighter's Service Elevator Operation because it saves lives.

> Despite all of the warnings and signs placed in a building, many people still head for the elevators in the event of a fire. To make buildings safer during a fire, ThyssenKrupp Elevator's Fire Service Operation takes the elevators out of service immediately. If your elevators are not equipped with Fire Service Operation, they will continue to operate as usual, which could lead to serious injury or death.

How Does It Work?

Firefighter's Service is a lifesaving feature that operates in two phases. In Phase One, activated smoke detectors or hallway keyswitches direct elevators to go to a fire recall floor. Elevators traveling away from this designated landing reverse direction and proceed without stopping. Upon reaching the designated landing, passengers are able to exit the elevator and building safely. The elevators are then removed from normal service. Once removed from normal service, the elevators will no longer accept car or hall calls.

During Phase Two, once the elevator has reached its designated landing and all passengers are safely evacuated, authorized personnel can take exclusive control of the elevator using a special Firefighter's Service Keyswitch. This mode of Fire Service allows firefighters to continue to utilize the elevator to rescue people from other floors.



ThyssenKrupp Elevator



Firefighter's Service

What Are The Benefits?

Each ThyssenKrupp Elevator Fire Service system is backed by years of expertise. Our Fire Service unit is more reliable and easier to maintain than any other system. And, we can provide a Fire Service kit that will interface with our elevators, as well as other manufacturer's equipment.

In addition, upgrading to ThyssenKrupp Fire Service offers the following benefits:

- Compliance with ASME A17.3-2002 3.11.3
- · Enables safe evacuation of passengers in the event of a fire
- Connects to building smoke detectors and fire stations
- Requires only routine maintenance checks after installation

By installing the Firefighter's Service Operation, you are increasing passenger safety and making a sound investment in your building. You can order Firefighter's Service Operation from your local ThyssenKrupp Elevator representative. At no obligation to you, ThyssenKrupp Elevator will conduct a survey of your elevators, determine the proper product for the application and present a proposal to complete the upgrade.

When you order ThyssenKrupp Elevator's Firefighter Service, you can rest assured that you have product that has been designed for superior operation and safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303.





HD-LM Door Operator





On average, elevator doors open 1.75 million times in 10 years! Over this period of time, door operators become inefficient and unreliable, resulting in poor operation and increased failures. If you are experiencing less than optimal door operation, the HD-LM Door Operator is the answer to improving your elevator system's performance.

The HD-LM Door Operator is designed to provide solutions to service, repair and modernization applications. The enhanced performance of the HD-LM complies with consultant's specifications. The built-in versatility of this multi-voltage door operator, along with discrete and serial interfaces makes it ideal for all conversions.

Additional benefits include:

- Quick set-up quide
- · Closed-loop positioning through high resolution encoder feedback
- Available on dual drive arm for center opening doors
- Improved productivity resulting in shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions

If your elevator door operations are not performing properly, it is time to upgrade to the HD-LM Door Operator. The result will be smoother, faster and more consistent operation with fewer shutdowns and callbacks. Contact your local ThyssenKrupp representative for a no obligation quote. [(877) 230-0303 toll free]

ThyssenKrupp Elevator



Hunance Language Parkers



Revamp, Revive and Rejuvenate your Hall Lantern with Innovative Multi-Voltage LED Technology.

The integration of ThyssenKrupp Elevator's renowned technology with the reliability of ultra bright Light Emitting Diodes (LEDs) makes our lantern and chime upgrade the most dependable on the market. The LED illumination has a life span ten times longer than that of incandescent bulbs. By modernizing with the multi-voltage LED technology, you are able to eliminate the maintenance associated with incandescent bulbs.

Features Include:

- · Increased illumination with eight ultrabright white LEDs
- · Adjustable electronic tone
- Multi-voltage ranging from 24V to 120V
- · Illumination in white, green or red
- · Compatible with existing wall boxes and faceplates, allowing for easy installation

When you order parts from ThyssenKrupp Elevator, you can rest assured that you have a product that has been designed for superior performance. Contact your local ThyssenKrupp Elevator sales representative or call

(877) 230-0303 toll free.



LED **Board**





Existing Wall Box



ThyssenKrupp Elevator

Lens



TKE nhance

MicroLight® Electronic Doc Edge



Safeguard Passengers with the Latest Technology

Your passengers can enter and leave your elevator with greater safety and convenience with our MicroLight electronic door edges, which prevent premature closing of elevator doors. Passengers can use the elevator with complete assurance that the doors will not close as they enter and exit the cab.



Safety First

ThyssenKrupp Elevator's MicroLight utilizes a technology that is much more reliable than older mechanical safety edge or photo-electric systems. It interrupts the closing of the elevator doors, then reopens them by using an invisible curtain of infrared light beams to detect any object that may be in the doorway of the elevator.

Each infrared receptor of our MicroLight reopening device is constantly monitored to determine its status. If even one of the beams is broken, the door will not close or will reopen immediately if already closing. The beams are located so close to each other that the MicroLight will detect something as small as a child's hand, resulting in less risk of injury for your passengers.

Features and Benefits:

- Fills doorway with light curtain from floor to 6 feet.
- Eliminates the use of mechanical parts through state-of-the-art technology.
- Increases elevator reliability and reduces door-related failures since there are fewer moving parts.
- Advanced diagnostic capabilities.
- Helps reduce damage and liability.
- Compliance with ASME A17.1 and CSA/CAN-B44 Codes.

Come up to code with ThyssenKrupp's MicroLight electronic door edge and give your passengers peace of mind about your elevators. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator





A safe service area.

ThyssenKrupp's Car Top Rail Kit was designed to provide a safe working area on the elevator car top for service mechanics. The kit meets ASME A17.1-2000 Code, which requires special railing if there is more than 12" of space between the car and the adjacent hoistway wall.

Our car top rail kit, designed with heavy-duty Unistrut® modular components, includes all hardware and angle brackets needed for ease of installation.

Benefits:

- 42" high railing for code compliance
- A safer, more stable working platform
- Available in two sizes, easily adapting to most car configurations
- Expansion kits available for larger cars
- In-stock and ready for immediate shipment

With ThyssenKrupp Elevator's car top rail kit, you can rest assured that you are purchasing a high quality product for superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator



Power Units



Optimal hydraulic performance.

ThyssenKrupp Elevator offers a wide range of power unit replacements, enhancing virtually any hydraulic application. The superior design and precise operation of our power units increase leveling accuracy, ensure smooth starts and stops, and improve passenger safety.

Why upgrade?

A power unit is equivalent to the engine on a car. It is what drives the elevator. It is made up of mechanical components that can wear out over time. For elevators 10 years old or more, a power unit replacement can reduce downtime, increase elevator performance, offer quieter operation and reduce vibration. Each power unit includes the pump motor, muffler, valve, tank and piping.

Submersible Power Unit

Manufactured with Precision.

Certain features of your elevator drive the size of the power unit that you need to specify when ordering a replacement. These features include measurements of the cylinder, elevator capacity, current speed and gross load on the power unit.

Every ThyssenKrupp power unit is built according to the options you choose. It is then pre-adjusted and tested specifically for your job conditions. We also pre-wire your power unit for easy installation.

ThyssenKrupp Elevator



Power Units

Highest Quality Standards

Since a power unit is a major component of the elevator, all major elevator companies manufacture power units in their factories. The benefits of the ThyssenKrupp product are the quality and precision, as well as the testing, that occurs in the factory prior to shipment.



I-2 Valve

Hydraulic elevators only perform as well as the valve. If the flow of oil from the power unit to the jack is erratic, the performance of your elevator will be as well, causing your elevator to level improperly. The solution is ThyssenKrupp Elevator's patented I-Series® valve. The pistons in our I-2® and I-3® valves are machined to reduce friction, making the operation of the elevator smoother, quieter and more consistent.



Silencer



I-3 Valve

Every valve that leaves our U.S. manufacturing facility is tested for leaks and to ensure that it meets specific pressure and load requirements. A custom-built welded manifold ties the valve to the power unit. These manifolds are tested to twice the working pressure of the jack to ensure proper functionality.

Our exclusive valve, silencer and motor designs contribute to the overall dependability and outstanding performance of the best-selling hydraulic power unit on the market.

Compact and quiet.

Power Units come in two versions, dry and submersible. A submersible unit takes less space by submersing the motor and pump in the tank. This design greatly reduces the noise created during regular elevator operation. ThyssenKrupp's submersible power unit is capable of pumping up to 260 gallons per minute for all motor voltages and is small enough to fit in virtually any machine room.

Ultimate in speed and travel.

A dry power unit provides more power and lifting capability to move larger capacities at higher speeds. ThyssenKrupp Elevator's dry power unit comes complete with an open frame-mounted pump, motor and I-Series valve. The open frame provides ample access to every component, allowing for easier maintenance. Our high output pump and motor combinations are capable of producing up to 350 gallons per minute, available for any voltage.



Dry Power Unit

Power Range Data

Power Unit	Minimum Horsepower	Maximum Horsepower
EP (Submersible)	5	60
CP (Dry)	5	25
AP (Dry)	7.5	75

When you order from ThyssenKrupp, you can rest assured that you have a product that has been designed for consistent operation and superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.







The Smart Choice

When it comes to upgrading hydraulic elevator controllers, ThyssenKrupp Elevator's TAC22 is the controller of choice. Every TAC22 control system is manufactured to meet passenger safety guidelines, fire safety standards and ADA requirements, as well as ThyssenKrupp Elevator's own rigorous standards for quality, performance and reliability. This unique control system has been developed by the industry's leading research and development team specifically for existing hydraulic elevator applications.

Flexibility and Performance

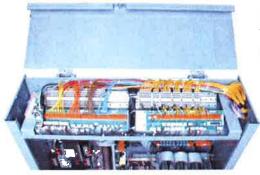
The flexible design of the TAC22 control system makes it compatible with existing door operators, power units, signal fixtures and other major components. Whether upgrading only the controller or replacing the entire elevator system, the TAC22 offers an economical solution. And with improved, more efficient installation techniques, both downtime and inconvenience are minimized. The TAC22 control system will improve the performance of any brand of hydraulic elevator by increasing reliability and making smarter traffic-handling decisions.

The microprocessor-based system of the TAC22 offers better diagnostic capabilities and easier troubleshooting than other control systems. An on-board owner's service tool provides all the diagnostic equipment required for adjusting, maintaining and trouble-shooting the system.

ThyssenKrupp Elevator



TAC22



Intelligent Monitoring

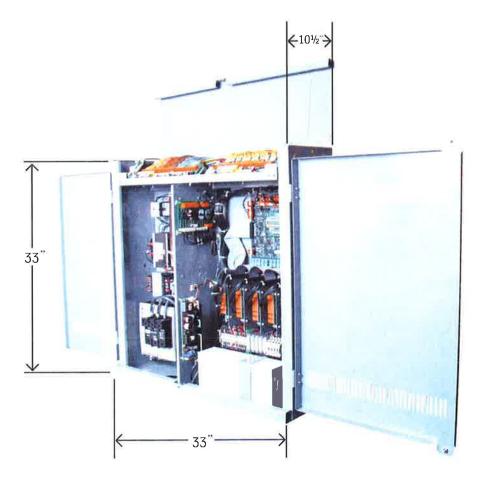
ThyssenKrupp Elevator's computer-based Intelligent Monitoring System [IMS] offers building managers and service technicians the opportunity to monitor elevator actions from anywhere in the building. Through IMS, you can view historical traffic data, run reports and view activities in real-time. IMS increases building security by offering features such as floor lockouts and car call-coded access. In addition, monitoring of both hydraulic and traction elevators can occur at the same time, on the same system.

Planning for Your Future

The TAC22 features flash technology, which allows for simple software modifications through a CPU without the need to install physical components. When you're ready for upgrades or enhancements, the TAC22 will be ready to change with you.

Superior Products, Superior Service

At ThyssenKrupp Elevator, our standards are so stringent that no one comes close to providing more reliable and durable end products. The result? Peace of mind that comes from knowing we're committed to providing you with superior products, along with superior service that is second to none. Contact your local ThyssenKrupp Elevator representative for more details.





TKEnhance

TAC50M Digital Contro





Perfection in performance.

Upgrading to ThyssenKrupp Elevator's TAC50M controllers will improve the performance of your traction elevators, even if they are just a few years old. The TAC50M control system provides the highest degree of flexibility in matching elevator performance to the changing characteristics of passenger demands in tomorrow's buildings. With features such as Destination Dispatch™, Intelligent Monitoring System [IMS], crossassignment and the flexibility to retain existing equipment, TAC50M modernizations are nearly seamless.

Energy efficiency.

ThyssenKrupp Elevator's 10K Drive™ System is regenerative starting at 30HP, meaning that it recycles unused electricity. In fact, the VVVF system is so energy efficient that its "power factor" approaches 1.0, the perfect operating condition. The power factor is important because it is a measure of how efficiently a device uses energy. The closer to 1.0, the more efficiently your elevator is running.

To encourage efficient use of energy, many utility companies offer discounts or lower rates to customers that generate excellent power factors. Utilizing our 10K Drive can save you up to 35% in energy costs over other drive systems and can assist with obtaining LEED™ certification points.

ThyssenKrupp Elevator



TAC50M Digital Controller

Versatility.

The TAC50M offers multiple cabinet sizes to suit your machine room. This controller comes with both a car top box and a machine room box to allow adaptation for virtually any type of modernization project. The car top box, a central junction point, communicates with the controller via a single traveling cable. All car components are wired into the car top box, allowing for discrete or serial communication from all devices, including existing equipment. The machine room box allows communication to hall fixtures, whether new or existing. With TAC50M, we offer solutions that meet all of our customers' fixtures.

Car Top Interface

Choose ThyssenKrupp. ThyssenKrupp Elevator continues to set standards so stringent that no one comes close to providing more reliable and durable products. With an extensive background

of the latest computerized technologies applied to elevator systems, ThyssenKrupp Elevators' engineers can determine the most logical system to meet the expected requirements for your building while providing flexibility for the unexpected. With ThyssenKrupp Elevator's TAC50M controller, hoisting equipment, cabs and accessory items, you get the finest elevator system available. Let us help you plan your vertical transportation equipment for maximum efficiency and economy.



For more detailed information about ThyssenKrupp Elevator's TAC50M controller, or any of its performance enhancements, please contact your local sales representative at (877) 230-0303 toll free. We will gladly survey your existing equipment with no obligation and give you options on how we can improve the performance and appearance of your elevators.



6 ft. Standard Front Entry Cabinet

Machine Room Box



TKE nhance

Door Restrict



Evacuation Deterrents

Passengers who become trapped in elevators may try to self-evacuate by opening the car doors between landings, putting themselves at risk of serious injury or death. In an effort to reduce this risk, national codes require evacuation deterrent devices on elevators.

It is important that trapped passengers remain in the elevator until trained personnel arrive or until power is restored to the system and the car resumes normal operation. Door Restrictors, which prevent elevator car doors from being opened if the elevator is outside the unlocking zone, ensure that doors remain closed until appropriate action can be taken.

ThyssenKrupp Elevator offers two options of Door Restrictors from which to choose:

- The Restrictor Clutch is mounted to the car door with a simple linkage arrangement. It is mechanical, so it does not need batteries, and it can be used on all new equipment or retrofit installations.
- A Hoistway Door Restrictor Kit is mounted directly to the car door, with two vanes mounted at each floor. This arrangement is ideal for low-rise applications and once installed, is virtually maintenance-free.

The installation of Door Restrictors improves passenger safety, meets national code and is a sound investment in your building's future. To determine which Door Restrictor configuration best fits your application, contact your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator



Value Add #3 – Eco & Energy Saving Upgrades

Summary:

- o Pricing control and quality equipment.
- o Enviromax Vegetable based Hydraulic Fluid
- o LED Retro Kits Lasts 90% longer and halogens
- o Econolight Eliminates 60% of wasted Energy
- o All members will be notified of product availability.

Detail Description:

- o Products are manufactured in Middleton, TN Facility.
- o Units are certified by the local authority.
- o Upgrades are done at the local customer site.
- Upgrades are performed by TKE employees, trained and certified by the IUEC.
- O These products are not proprietary, competition is all major providers.

Additional Information and Samples:

- o Enviromax Exhibit 13
- o LED Cutesheet Exhibit 14
- o Solid Starter Kit Exhibit 15
- o Solid Starters Exhibit 16
- o Econolight Exhibit 17



ENVIROMAX

enviromax® is the industry's first high-performing, vegetable-based hydraulic fluid. It is formulated from canola oil, which is rapidly renewable, readily biodegradable, and has minimal effects on the environment. When tested at an independent laboratory for aquatic toxicity, the results were well above government standards. It is the only USDA (United States Department of Agriculture) certified

- USDA BioPreferred with 92% Biobased Content
- 95% petroleum free
- 100% recyclable

biobased product.

- Readily biodegradable
- Rapidly renewable
- Energy conserving and cost saving
- Temperature stable
- Made in North America
- · Contains no zinc
- High lubricity and viscosity









LED RETRO KIT

DOWNLIGHT

The LED retro kit is intended to replace halogen fixtures with LED fixtures utilizing the existing ceiling and space. The standard kit features downlight cans, LED lamps, external 24 VDC power supply, dimming, battery backup, all applicable wiring, and a two-year warranty.

The downlight cans are available in black and brushed stainless steel finish with museum-quality full-spectrum lighting that enhances and compliments cab interiors.

Features

- Fits 2½" to 2¾" hole size
- Lasts 90% longer than halogens, with a life expectancy of 50,000 hours
- · Mercury free
- · No UV light
- · Resistant to vibration and shock

Benefits

- Uses 75–90% less energy
- · 75% less heat
- Battery backup lighting is brighter, longer-lasting, and standard in every kit
- · Reduces maintenance costs
- · 2010 A2.17.4 code compliant

Product Details

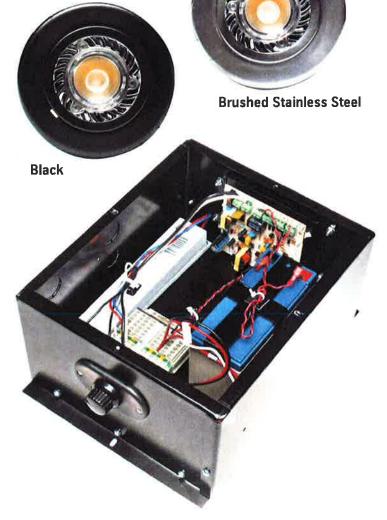
Wattage 4.3 W

LED Color 3500k or 4100k

CRI >80

Luminous Density 260 lm

Efficacy 60 lm/W @ 12V DC





TKEnhance

Solid State Starters





Minimize Power Surges

Why replace contacts when you can upgrade to the reliability of a solid-state starter?

Contacts wear with time and eventually require replacement. Prior to replacement, continual maintenance checks are required to ensure that the contacts are functioning properly. Wear and tear on the contacts may result in malfunctioning equipment or even motor burnout, resulting in a "shutdown" situation. To eliminate this wear & tear, mechanical contacts are quickly becoming a thing of the past. ThyssenKrupp Elevator offers the most advanced elevator starter, which applies smooth and steady current to a motor.

Conventional motor starters can cause power surges, or "spikes", which limit the optimal performance of other systems throughout the building. With solid state starters, sudden power surges are eliminated, thereby reducing the elevator system's impact on electrical equipment in the building. And, solid state starters are flexible, allowing you to select the starting current that is best for your motor.

Benefits:

- · Reduced maintenance
- Phase loss protection, preventing motor burnouts and extended shutdowns
- · Optimal motor start-up time for shorter floor-to-floor times
- · Less severe starting currents, prolonging motor life
- Noise reduction during normal operation, because contacts are eliminated

Turn the page to select the starting current that is best for your motor. Contact your local ThyssenKrupp sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator



Solid State Starters

Choose the ThyssenKrupp Elevator Solid State Starter for your application.

				•										
NEW STARTER PANELS	HYDRO 200V	TRACTION 200V	HYDRO 220V	TRACTION 220V	HYDRO 230V	TRACTION 230V	HYDRO 380/400V	TRACTION 380/400V	HYDRO 415V	TRACTION 415V	HYDRO 460V	TRACTION 460V	HYDRO 575V	TRACTION 575V
9739040	5-15 HP	5-10 HP	5-15 HP	5-10 HP	5-20 HP	5-15 HP	5-30 HP	5-25 Hp	5-30 HP	5-25 HP	5-40 HP	5-30 HP		
9739051	20 HP	15 HP	20 HP	15 HP	25 HP	20 HP	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP		
9739087	25-30 HP	20-25 HP	25-30 HP	20-25 HP	30-40 HP	25-30 HP	50 HP 60 HP	40 HP 50 HP	50 HP 60 HP	40 HP 50 HP	75 HP	60 HP		
9739099	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP	75 HP	60 HP	75 HP	60 HP	100 HP	75 HP		
9739129	50 HP	40 HP	50 HP	40 HP	60 HP	50 HP			100 HP	75 HP	125 HP	100 HP		
9739154													7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP 50 HP	7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP
9739166													60 HP	50 HP
9739221											60 HP		75 HP	60 HP
9739233											75 HP		100 HP	75 HP
9739245													125 HP	100 HP
9739257													150 HP	125 HP
9739269	60 HP 75 HP		60 HP 75 HP		75 HP									

This chart represents 6 and 12 lead soft starters. Contact your parts department for 3 and 9 lead soft starters.

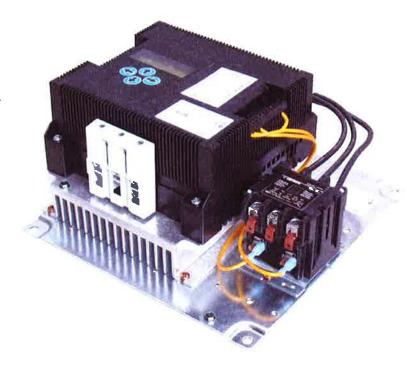




SOLID STATE STARTERS

Conventional motor starters create power surges ("spikes"), which cannot be detected by mechanical contacts, in a building's electrical feeders. These spikes may limit the optimal performance of computer systems and electrical equipment and may result in malfunctioning equipment or even motor burnout, leading to a shutdown. Solid state starters eliminate sudden power surges, reducing an elevator system's impact on the building's electrical equipment. The component supplies a motor with smooth and steady current, eliminating the large influx of current typically created by older, mechanical starters.

- No starter contacts used during normal operation
- Less severe starting
- Reduced stress on the motor windings
- · Prolonged motor life
- · Quieter operation
- No regular inspection or maintenance required







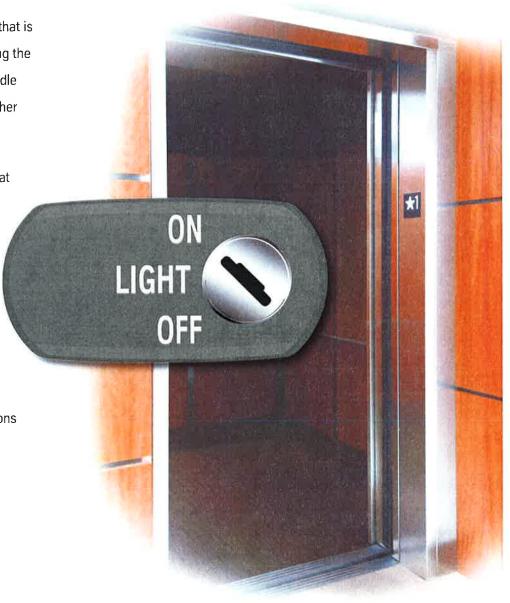
ECONOLIGHT

Econolight is a lighting control device that is designed to conserve energy by turning the lights off in the cab when it has been idle for a designated period of time and other parameters are met.

Econolight is a sustainable solution that eliminates approximately 60% of wasted energy in an idle elevator.

Econolight may also be attached to the cab fan to conserve additional energy by shutting it off when the elevator is not in use. With Econolight, energy use could go from 24 hours a day to as little as 9.5 hours a day, reducing CO₂ emissions by 193,000 tons per year.

- Conserves energy
- Increases the value of the elevator and building
- Bulbs last longer
- 5 year or less payback period in energy savings





Value Add #4 - Telephone Monitoring

Summary:

- Direct line monitoring
- No 3rd party involved, service calls go directly to the service provider
- Faster service to contracted members

Detail Description:

- Products are manufactured in Middleton, TN Facility
- Services performed through TKCommunications in Coppell, TX
- TKE employees trained and certified in process for emergency call and dispatch.

Additional Information and Samples:

o SoundNet Brochure Exhibit 19

EMERGENCY COMMUNICATIONS

SOUNDNET® EMERGENCY COMMUNICATIONS. THYSSENKRUPP ELEVATOR OFFERS YOU THE MOST ADVANCED ELEVATOR EMERGENCY COMMUNICATIONS PRODUCTS AND SERVICES.



Technology makes it possible.

Commitment makes it work.

ThyssenKrupp Elevator Americas Business Unit



EMERGENCY COMMUNICATIONS

24-hour elevator emergency monitoring service.



SOUNDNET® EMERGENCY COMMUNICATIONS.

SoundNet: A 24-hour elevator emergency monitoring service.

International Technical Services-Americas' SoundNet Call Center is the centralized dispatch arm of ThyssenKrupp Elevator. Its primary two responsibilities are elevator monitoring and after-hours dispatch. SoundNet monitors elevator telephones 24-hours a day, 365 days a year, dispatching service calls and answering after-hour business calls for ThyssenKrupp branch offices throughout North America.

SoundNet call representatives are trained to handle elevator emergency situations. They will quickly assess the situation and dispatch the proper help. If needed, they will stay on the line, remaining in constant contact with the passenger, assuring them that help is on the way. A digital record of the time, date, and location of each call insures accurate response information. Computerized and hard copy documentation of calls received and action taken protects passengers and building owners.

EMERGENCY COMMUNICATIONS SPECIALISTS:

SoundNet Call Center personnel are highly trained elevator and emergency communication specialists:

- . Answering in excess of one million calls annually.
- Handling after-hours emergency dispatch for more than 200,000 units in North America.
- Responding to 80% of all service request calls in ten seconds or less.
- Operating in two sites the main dispatch center is in Coppell, Texas and the "back-up" center in Irving, Texas.
- Having both English and Spanish speaking capabilities.
 We also utilize a professional language assistance service, which offers translation services in 130 languages.
- Digitally recording 100% of service request calls to and from the call center.



ADA COMPLIANT EMERGENCY TELEPHONES.

ThyssenKrupp Elevator offers superior equipment in ADA phones. Designed for ease of use by the hearing, speech, or sight impaired, these "hands-free" phones are activated by pushing a single button. Two-way communication is then automatically established with the monitoring station. When programmed to SoundNet's emergency service, a series of DTMF tones immediately relays your building's location and elevator number to a SoundNet call representative.



A visual indicator on the phone informs the user that the call went through and help is on the way.

MAKE THE SOUNDNET CONNECTION.

Integrate all of your elevator emergency communications needs. SoundNet provides a cost-effective way to meet all ADA requirements, insuring quick, accurate responses to elevator emergencies that can reduce your liabilities exposure. SoundNet services can be incorporated into a customer's existing maintenance agreement, or billed separately. Either way, making the SoundNet connection will provide you with a single source for taking care of all of your elevator's emergency communications needs.

All illustrations and specifications are based on information in effect at time of publication approval. ThyssenKrupe Elevator reserves the right to change specifications or design and to discontinue items without prior notice or obligation.

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ThysenKrupp Elevator P.O. Box 2177 Memphis, TN 38101 Tel: 877-230-0303 (Toll Free)

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement
	FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:
DOC #6	FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY: Ownership Disclosure Form
DOC #6 DOC #7	
	Ownership Disclosure Form
DOC #7	Ownership Disclosure Form Non-Collusion Affidavit

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor:_	ThyssenKrupp Elevator	
Title of Authorized	Representative: National Account Manager	
Mailing Address: _	114 Town Park Dr Suite 300 Kennesaw, GA 30144	
Signature:	James	

DQC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor:	ThyssenKrupp Elevator	
Title of Authorized	d Representative: National Account Manager	
Mailing Address: _	114 Town Park Dr Suite 300 Kennesaw, GA 30144	
Signature:	Daul	

DOC #3

LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

DOC #4

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date/

DOC #5

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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.

Vendor	Jeff Jaudes	Offeror U
-	ThyssenKrupp Elevator	Signature Signature Aubec Printed Name
Address	114 Town Park Dr Suite 300	NATIONAL Account MANAGER Position with Company
	Kennesaw, GA 30144	Authorizing Official
Phone	972-365-6128	Signature Jeff Jaudes
Fax	866-385-5571	Printed Name
		National Account Manager
		Position with Company

DOC #6

OWNERSHIP DISCLOSURE FORM

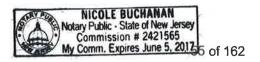
(N.J.S. 52:25-24.2)

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:ThyssenKrupp Elevator
	Street: 114 Town Park Dr Suite 300
	Ottober
	City, State, Zip Code: Kennesaw, GA 30144
Complete as appropriate:	
T.	, certify that I am the sole owner of
	, that there are no partners and the business is not
	of N.J.S. 52:25-24.2 do not apply
OR:	, a partner in
-	, do hereby certify that the following is a list of all individual partners
ho own a 10% or greater intere	st therein. I further certify that if one (1) or more of the partners is itself a
proportion or partnership, there	is also set forth the names and addresses of the stockholders holding
or more of that corporation	's stock or the individual partners owning 10% or greater interest in that
artnership.	3 Stock of the marriadal partiers straining 1070 of grounds married in marriada
•	
R: , Jeff Jaudes	, an authorized representative of
	ion , a corporation, do hereby certify that the following is a list of the
nyssenklupp Elevator Corporat	cholders in the corporation who own 10% or more of its stock of any class.
ames and addresses of all stock	(noiders in the corporation who own 10% of more or as stock or any class.
further certify that if one (1) or r	more of such stockholders is itself a corporation or partnership, that there
also set forth the names and	addresses of the stockholders holding 10% or more of the corporation's
tock or the individual partners ov	wning a 10% or greater interest in that partnership.
Notes 16 these are no marketone	or stockholders owning 10% or more interest, indicate none.)
	Address Interest
Name	Audiess
hyssenKrupp Elevator Corporat	tion is a wholly owned subsidiary of ThyssenKrupp Americas Corp.
None	
I further certify that the s	statements and information contained herein, are complete and correct to
he best of my knowledge and be	elief.
6/25/2015	January
Date	Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

S	mpany Name: eet: y, State, Zip Code:
	State of New Jersey
	County of Musson
	I, KIM MATTHEWS of the CRANFORD Name City
	n the County of <u>MIDOCCSEX</u> , State o <u>กรเม ซะเมระว</u> of full age, being duly sworn according to aw on my oath depose and say that:
	I am the VICE- PRESIDENT of the firm of THISENKRUPP Title Company Name
	the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods services or public work.
	further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by THYSSENKENPP Company Name Authorized Signature & Title
	Subscribed and sworn before me
3	his 23cd day of Tune, 20_15 Lacan Notary Public of New Jersey My commission expires Tune 5, 20_17 SEAL



DOC #8

A.

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: THYSSENERUPP

Street: 125 MOEN AVE.

City, State, Zip Code: CRANFORD, NJ 07016

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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:

	ment, Professional & Service Contracts (Exhibit /	A) y of their <u>Federal Letter of Affirmative Action Plan</u>
Approval		y of their rederal retter of Allithative Action Fran
, ipprova,	OR	
1.	A photo copy of their Certificate of Employee	Information Report
	OR	
2.	A complete Affirmative Action Employee Info	rmation Report (AA302)
Public V	Nork - Over \$50,000 Total Project Cost:	
		I W The sector Board From
No appro	oved Federal or New Jersey Affirmative Action F	ian. We will complete Report Form
AA201-A	A upon receipt from the Harrison Township Board	of Education
В. Аррі	roved Federal or New Jersey Plan – certificate e	nclosed
	I further certify that the statements and informat of my knowledge and belief.	ion contained herein, are complete and correct to
	1.23 · 2015	Authorized Signature and Title
	Date	Authorized Signature and Title



RECEIVED

MAY 0 1 2014

THYSSENKRUPP ELEVATOR

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY CONTRACT COMPLIANCE AUDIT UNIT EEO MONITORING PROGRAM P.O. BOX 206 TRENTON. NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor is too pelowines a lamifled an Employee Information Report pursuant to NNAC 17 27 1 Let seg and the cope a reason has approved sales error. This approval will remain in effect (or the period of 15 May 2013 to 15 May 2017)

THYSSENKRUPP ELEVATOR AMERICAN

5925 TILIGHMAN STREET

ALLENTOWN PA 181M

Andrew P. Sidamon Eristoff State Treasurer

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>.

Signature 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 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

- 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 www.nj.gov/dca/lgs/p2p. 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) 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.

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
 - 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 contentconsistent 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."

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.

Part I - Vendor Information

Vendor

City: Kennesa	w	State: GA	Zip:	30144	
			-		
	e with the provisi	certify, hereby cer ions of <u>N.J.S.A.</u> 19			
della accompa	riying this form.	Jeff Jaudes		National Ac	count Manager
Signature	Pri	nted Name		Title	
rt II – Contributio	on Disclosure				
reportable politica prior to submission by the local unit.	al contributions (non to the committe	to N.J.S.A. 19:44, nore than \$300 percent of the governed in electronic for	er election ment entit	cycle) over the	12 months
Officer field if dis	ciosarc is provid	ca iii cicoti oiiio io			
Contributo	r Name	Recipien	t Name	Date	Dolla Amou
Contributo Political Contributions w		Recipien	t Name	Date	
		Recipien	t Name	Date	Amoui
		Recipien	t Name	Date	Amoui
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Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page of	rtoquilou i	<u> </u>	
Vendor Name:			

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
			Ψ

Check here if the information is continued on subsequent page(s)

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 www.nj.gov/dca/lgs/p2p A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Na	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						
X	I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.						
Chec	k the box that repres	ents the type of busine	ess organ	ization:			
	Partnership Proprietorship	X Corporation		Sole			
	Limited Partnership	Limited Liability Cor	rporation	Limited Liability Partnership			
	Subchapter S Corpo						
	gn and notarize the t below.	form below, and, if ne	cessary,	complete the stockholder			
St	ockholders:						
Na	ame:		Name:				
Но	ome Address:		Home Ad	ddress:			
Na	ame:		Name:				
Ho	ome Address:		Home Ad	ddress:			
Na	ame:		Name:				
Н	ome Address:		Home Ad	ddress			
Su	bscribed and sworn before n	ne this day of	-	(Affiant)			
(No	(Notary Public) (Print name & title of affiant)						
My Commission expires				(Cornorate Seal)			

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

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

Che of F	eck one of the following responses to the Acknowledgment and Acceptance 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.
	(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)
X	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 specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
	Please see Tab 6 Pages 4-13 Thyssenkrupp Elevator holds this pricing information for the members a
	trade secret and would like to be considered from release through the Public Information Act. We are requesting this
	to keep our competitors tropp accessing our pricing. We have no issue with the membership having access to this
	pricing information.

June 25,, 2015

Date

Authorized Signature & Title
Jeff Jaudes, CEI

National Account Manager

Maintenance Agreement - In Reference to TCPN contract # for the Protection of Vertical Transportation Equipment

A.	THIS AGREEMENT (hereinafter "Agreement") made and entered into on thisday of
	2015 by and between, having an address of
	(hereinafter referred to as "Purchaser"), and
	ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive
	Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenant
	contained herein, Contractor agrees to perform the services described herein and Purchaser or its members
	agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged in the *DESCRIBE* business either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser (hereinafter referred to as "NFA Location Riders"). The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual NFA Location Rider (as specified at the time of ordering by the Purchaser). An NFA Location Rider shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered NFA (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and



lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any NFA Location Rider, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement and any NFA Location Rider. The reviews will take place in order to:
 - a) Monitor the effectiveness and efficiency with which this Agreement and any IFA Location Rider are being implemented:
 - Agree to mutual objectives and timescales;
 - c) Assess the overall performance of this Agreement by each party;
 - d) Review business implications, targets and risks;
 - e) Review whether this Agreement is being conducted in the spirit it was intended; and
 - f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have

no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed NFA Location Riders:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any NFA Location Riders on the following terms and conditions:

- 7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.
- 7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:
 - 7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;
 - 7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;
 - 7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;
 - 7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;
 - 7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

- 7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;
- 7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;
- 7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.
- 7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;
- 7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:
- 7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.
- 7.1.3b "<u>Door Open Time</u>" as measured from the fully closed door position to a fully open stopped position.
- 7.1.3c "<u>Door Close Time</u>" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.
- 7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.
- 7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.
- 7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.
- 7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.
- 7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.
- 7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.
- 7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.
- 7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

- 7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the NFA Location Rider. In no case shall the number of spare conductors be less than 5%.
- 7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.
- 7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the NFA Location Rider. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.
- 7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.
- 7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.
- 7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:
 - 7.1.15a All handicap devices;
 - 7.1.15b All elevator related earthquake devices if applicable
- 7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:
- 7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

- 7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.
 - 7.2.2 Filters, mufflers and muffler components are included.
- 7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.
- 7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

- 7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;
- 7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;
- 7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;
 - 7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);
 - 7.3.5 Skirt panels and panel finishes;
 - 7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;
 - 7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.
- 7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.
- 7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on ______ and shall automatically be renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the TCPN Contract may exceed the term of the TCPN Agreement. The terms and conditions of the TCPN Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the TCPN members request provided they are in accordance with local laws and regulations.

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

This contract includes callback service during our regular working hours.

For any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our usual billing rates.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For fully executed NFA Location Riders with specified Properties marked as "Gold," for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "Platinum," for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider for the difference between regular and overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "Platinum Premier," for overtime calls involving one mechanic, Service Provider will include Service Provider's services at no additional cost.

13. PRICING:

The price of Contractor's service as herein stated shall be (See Pricing Sheets) per month, payable in advance. The price as set forth herein is subject to increase in the event the existing equipment is modified from its present state. A service charge of $1 \frac{1}{2}\%$ per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

The Monthly Payment Amount shall be subject to review and adjustment for maintenance agreements at the end of each 12 month period thereafter or beginning with expiration of any maintenance period on Equipment. 80% of the Agreement price shall be adjusted to reflect any increase or decrease in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining 20% shall be adjusted to reflect any increase or decrease in material costs based on the Producer

Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be no more than 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Purchaser of pending price adjustment for both labor and material. Pricing Schedules will be adjusted annually on Jan. 1 of each year to coincide with the wage adjustments.

The words "fringe benefits" mean employee benefits granted in addition to direct hourly labor rate, and include, but are not limited to, accruals for pensions, vacations, paid holidays, group life and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

This Agreement is subject to the terms and conditions herein, all of which are hereby accepted.

14. INDEMNITY AND LIABILITY:

Contractor shall hold harmless and indemnify Purchaser, its managing agent, and employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the acts, omissions, or negligence of Contractor, its subcontractors, managing agents, servants or employees, or based upon Contractor's violation of any statute, ordinance, building code or regulation. Contractor's obligations under this paragraph do not include any injuries or damages, if any, that arise out of or result from the negligence or concurrent negligence of Purchaser, its managing agent, or other indemnitee.

Contractor shall also indemnify Purchaser and Purchaser's managing agent against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in the performance of the Services or otherwise in connection with this Agreement.

Contractor shall not be liable for any damages or delays caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any other cause beyond its control, and in no event shall Contractor be liable for special, indirect or consequential damages.

15. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed NFA Location Rider the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed NFA Location Rider, it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability

\$1,000,000 each accident

\$1,000,000 policy limit-disease \$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:

\$2,000,000 each occurrence - BI & PD

\$2,000,000 general aggregate

\$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

16. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed NFA Location Rider at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed NFA Location Rider. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed NFA Location Rider, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that NFA Location Rider and this Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the NFA Location Rider, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the NFA Location Rider.

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

17. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider for a period of five (5) years from the date that this Agreement is fully executed.

18. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any NFA Location Rider if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

19. TERMINATION AND REMEDIES

- 19.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any NFA Location Rider with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreement or such NFA Location Rider. Termination of an NFA Location Rider shall not have effect on other existing NFA Location Riders, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.
- 19.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement, or any NFA Location Rider.

20. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser, use subcontractors for the performance of any Services purchased by the Purchaser under a NFA Location Rider. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under a NFA Location Rider or this Agreement.

21. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

22. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

23. MISCELLANEOUS

- 22.1 The headings in this Agreement shall not affect its interpretation.
- Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

- 22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.
- 22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.
- In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.
- 22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable NFA Location Rider shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable NFA Location Rider is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable NFA Location Rider is located as to all matters and disputes arising out of this that NFA Location Rider.
- 22.7 The liability of the Service Provider under this Agreement and any NFA Location Rider shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable NFA Location Rider.
- 22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement or any fully executed NFA Location Rider, shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation 114 Town Park Drive NW, Suite 300 Kennesaw, GA 30144 Attn: National Account Manager

24. FEDERAL PROVISIONS/ACTS:

Contractor shall comply with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the rehabilitation Act of 193, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Contractor shall support Equal Employment Opportunity and Affirmative Actions Compliance programs.

Contractor covenants and agrees to comply in all respects with the Immigration Reform and Control Act of 1986 (PL99-603) and all rules and regulations adopted pursuant thereto, and agrees to indemnify and hold Purchaser harmless of and from any claims and/or demands asserted against Purchaser and/or any costs or expenses suffered or incurred by Purchaser, including attorney's fees, as a result of Contractor's failure or alleged failure to comply with such Act, rules and regulations.

Purchaser's acceptance of this agreement and its approval by an executive officer of Contractor will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict. This proposal and contract is hereby accepted

This Agreement has been prepared in duplicate, of which each party has received a copy.

FILL IN NAME OF PURCHASER	ThyssenKrupp Elevator Corporation	
Ву:	Ву:	
Print Name:	Print Name:	
Title:	Title:	
Date:	Date:	

ThyssenKrupp Elevator





Date: Attention: Address: City:	[Building Owner] [Street Address] [City, ST ZIP]	Building: Address: City:	[Building Name]
Telephone:	[Phone number]	Service contract #:	
Purchaser auth above building	norizes ThyssenKrupp Elevator to perform the follor:	owing described repair	work on the subject elevator(s) in the
	ay as follows: 50% down , balance upon complet der is submitted for acceptance within 30 days fro		v ThyssenKrupp Elevator
Purchaser's ac which are expr work herein de to be merged properly execu contract currer	cceptance of this Repair Order together with the ressly made a part of this proposal and agreed ascribed. All prior representations or agreements herein, and no other changes in or additions to atted by both parties. This Repair Order specificatly in effect between the parties; any such contra	terms and conditions p to, will constitute exclu- s regarding this work, v this agreement will be ally contemplates work act shall be unaffected b	printed on subsequent pages hereof and sively and entirely the agreement for the whether written or verbal, will be deemed a recognized unless made in writing and to outside the scope of any maintenance by this Repair Order.
	mployee shall have the authority to waive or r authorized ThyssenKrupp Elevator manager.	nodify any of the term	ns of this agreement without the writter
Accepted: [PURCHASING	COMPANY NAME]	THYSSENKRUPP ELI [Street Address] [City, ST ZIP]	EVATOR CORPORATION
Bv:	of Authorized Individual)		ssenKrupp Elevator Representative) vssenKrupp Elevator Rep]
	Typed Name) Date:	[Phone Numb	per]
		Approved by:	

Title: [Manager's title] Date: _____

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit

ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

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

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

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

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Los Angeles, California.

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

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

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.



TKPlan

ThyssenKrupp Elevator Americas



ThyssenKrupp



Elevators are a major capital investment and a vital part of your building's operation and image. When properly managed, the lifespan of your vertical transportation can last longer and operate smoothly, thus increasing your building's value. Otherwise, as the performance of your elevator declines, so does the value of your building. As your business partner, ThyssenKrupp Elevator developed a proactive process to help you maximize your return on investment (ROI).

By partnering with ThyssenKrupp Elevator, you'll have the expertise of America's largest elevator company. Our team of professional account managers, experienced field technicians and knowledgeable repair managers work together to evaluate the current status of your equipment and determine what upgrades may be needed to achieve the maximum life span of your equipment.

TRETani An Asset Managament Tool

ThyssenKrupp Elevator offers a consultative approach to evaluate your vertical transportation needs. Our comprehensive TKPlan service analyzes, reviews and provides recommendations and solutions for extending the life of your elevators.

This strategic approach has four steps:

Perform Extensive Surveys on Existing Equipment
 Where all aspects of your vertical transportation system,
 including current code standards, speed, ride quality,
 equipment, safety, and aesthetics are measured
 and evaluated.

2. Evaluate Historical Performance

Review past service issues to determine if any improvement opportunities exist.

3. Identify Optimal Opportunities

Findings from Steps 1 and 2 are reviewed to recommend opportunities to improve performance and increase ROI based on code requirements, aesthetics, performance, safety and liability reduction, timing, scope involved.

4. Capital Planning

We will offer segmented upgrades or complete modernizations in various categories to assist in prioritizing and budgeting your long-term requirements.

Titl You Sulpivens

We provide our clients with a "TKPlan at a Glance," which presents your elevator priorities over a multi-year period. Examples of our solutions may include upgrades, segmented upgrades or complete modernizations.

Quurentes

Upgrades represent a smart investment toward improving the performance and extending the longevity of your elevator equipment. ThyssenKrupp Elevator offers the industry's largest inventory of genuine quality parts for ThyssenKrupp Elevator, Dover, and other manufacturers' equipment (OEM).

Segmented Upgrate

ThyssenKrupp Elevator provides several MOD packages with innovative and cost effective solutions. Our seamless modernizations are made possible through cutting-edge technology. Segmented upgrades include interiors, fixtures, controllers, power units, jacks, doors and hoisting equipment. If needed, ThyssenKrupp Elevator also offers a solution for different control systems to interface during modernization.

Complete Mademicalisms

If a full replacement is necessary, ThyssenKrupp Elevator understands that a successful execution of a modernization project in an existing, occupied building must be of minimum inconvenience to passengers. We have a staff of technicians and engineers whose only business is modernization. They are experienced in every type of modernization project for every type of elevator.

benefits

Technic Senetics

- Explores opportunities to maximize the return on your investment.
- Recommendations are customized for your building requirements and goals.
- Modernizations can be spread among multiple budget cycles.
- A consultative approach that gives you a full understanding of our recommendations for extending the life of your elevators.

Upgrade and Profession Senetits

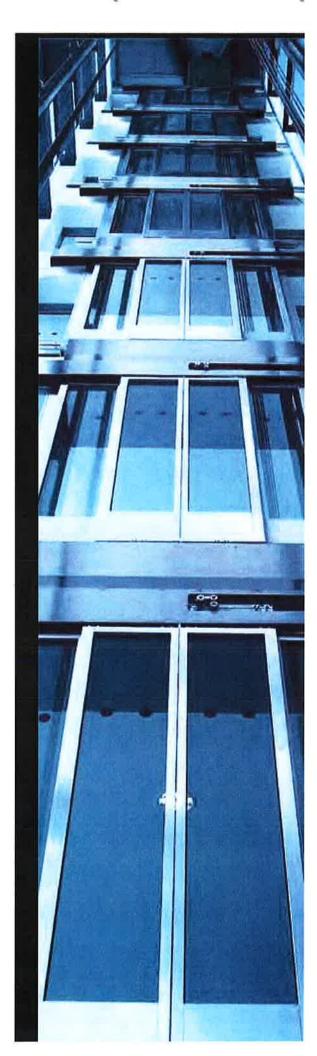
- * Satisfied tenants who are a testament of the success of your building.
- Improved elevator operation, safety and aesthetics.
- Reduced operating costs.
- Reduction in long-term maintenance costs by performing preventative upgrades.
- Increased energy-efficiency with ThyssenKrupp Elevator's newest technology.

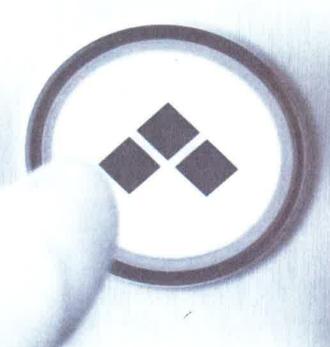
Our extensive survey looks at all components of your vertical transportation system. Every aspect is evaluated, including hoisting equipment, electrical components, signals and fixtures, interior aesthetics and entrances.

Partnership

By working together in a proactive manner, we can help you provide seamless service to your tenants.

Contact 877.230.0303 or your local ThyssenKrupp Elevator Account Manager for details.



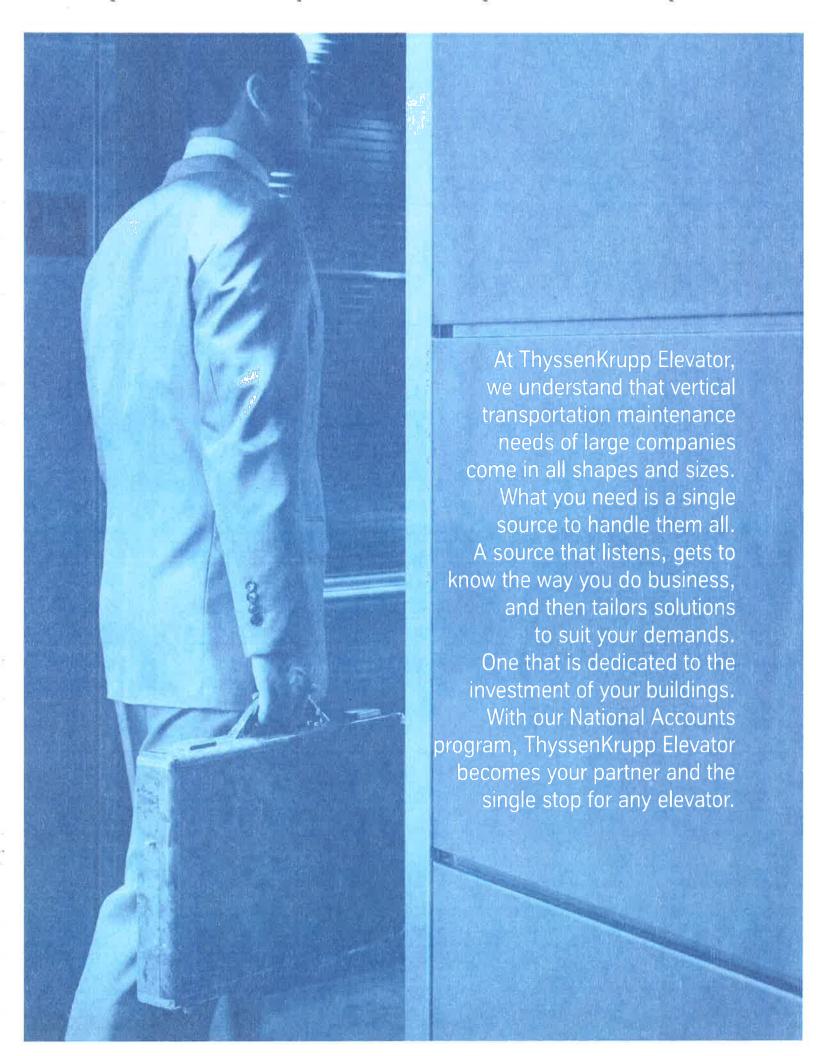


and downs.



ThyssenKrupp Elevator Americas Business Unit





Unparalleled Customer Service

ThyssenKrupp Elevator encompasses the global resources of a Fortune 100 company, yet we move the world one customer at a time. And while we have the largest geographic coverage of any elevator company in North America, we offer individualized solutions with customer service that is second to none. In fact, our program allows you a single point of contact for all of your elevator needs. Your National Accounts representative is supported by the latest technology, highest quality and best service in the industry. So no matter how many buildings you manage or how many different brands you operate, National Accounts is ready to handle them all with the outstanding advantages & benefits that only ThyssenKrupp can offer:

- We are the leading vertical transportation company in the Americas.

 No one knows more about your elevators, escalators and moving walks.
- "Made in America" We are the only major elevator manufacturer and installer of complete elevator systems in the United States.
- Our Parts Warehouse maintains the largest parts inventory in the industry. This, in conjunction with our service technician and branch locations, creates an extensive network of parts available within a 24-hour period.
- Your National Accounts Representative is a single point of contact for all inquiries, for all of your company's locations.
- We offer individualized solutions and support for multiple locations.
- Our billing options are customizable to suit your accounting needs.
- TKE's TEAM Service maintenance program is backed by 5,700 certified service technicians and International Technical Services - Americas, where the industry's best and brightest researchers and technicians are available 24/7.
- We service all major elevator brands, including Otis, KONE, Schindler and Fujitech. Over one-third of our 250,000 service contracts cover other manufacturers' equipment.
- Our state-of-the-art technologies include VISTA Remote Monitoring, VIEW and SoundNet.
- Our SoundNet Call Center monitors elevator telephones 24/7, dispatching service calls and answering after hour business calls throughout North America. Our representatives are trained to handle emergency situations and dispatch proper help.
- Our Service technicians are equipped with sophisticated diagnostic tools that other manufacturers do not have.
- We gain your confidence through superior and consistent standards as ensured through our Quality Assurance program.
- ThyssenKrupp Elevator has an unmatched history of service. Without a doubt, we will be here when you need us!

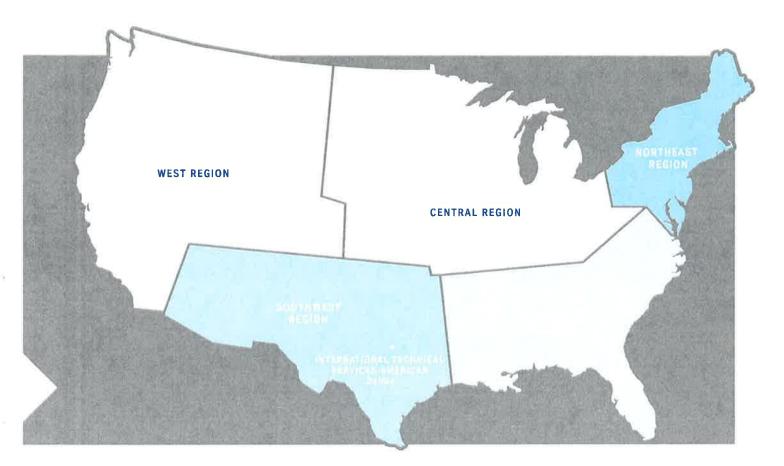
Our History In the late 1990's, Germany's two largest and oldest steel companies merged to become one of the largest corporations in the world. ThyssenKrupp AG into the Americas with several acquisitions, including Dover Elevator. The result is the largest elevator company in the Americas and the third largest world-wide. ThyssenKrupp Elevator is the market leader in manufacturing, installation, modernization and service of elevators, escalators and moving walks.



"Since entering into a National agreement with ThyssenKrupp Elevator,

Duke Realty has realized increased savings and excellent performance in the maintenance of its elevators."

- John Rogers, Duke Realty



TEAMService:

Technology makes it possible. Commitment makes it work.

Dedication to Exceptional Service

ThyssenKrupp Elevator concentrates the full national resources of the world's most advanced maintenance organization to the local service of your elevators. We call it TEAM*Service*. And we deliver it hands-on through 5,700 certified technicians in over 300 service locations across the continent, all wired into a national system that trains, equips and supports them as no other company can. Our promise to you is that there is a ThyssenKrupp service technician right where you are, within 75 miles of every elevator in America. By incorporating ITS-Americas, VISTA Remote Monitoring, VIEW and SoundNet, along with our internal Quality Assurance program, ThyssenKrupp has become the market leader in maintenance.

International Technical Services - Americas

Our maintenance team consists of not just the service representative you see, but also hundreds of highly trained professionals. At the heart of our innovative and successful team is our nationally-renowned ITS-Americas Center. At ITS-Americas, our technicians learn via state-of-the art equipment, hands-on instruction and classroom training. Their ongoing research and design activity incorporates original elevator manufacturer designs to ensure that our service technicians have the most current technologies available. The technicians and engineers at ITS-Americas design diagnostic tools for Otis, Schindler, KONE and Fujitech, which allows them to identify problems and solutions with pinpoint accuracy. National Accounts of ThyssenKrupp Elevator can assure you that our technical repair facility stands ready to provide support for your equipment - no matter who made it.

VISTA Remote Monitoring

VISTA Remote Monitoring is the next best thing to having a trained service technician on your premises 24 hours a day, seven days a week. Offered as a supplement to our service contracts, this communications device searches for any sign that your elevator is not performing to standards. If VISTA Remote Monitoring sees trouble in the making with a critical event, your local office is notified so that a service technician may take action. Many times, we make service calls and repairs before you are even aware of a problem.

VIEW

ThyssenKrupp Elevator offers a secure website that enables you to monitor your service activity anytime and anywhere in the world with a few clicks of a mouse. VIEW is user-friendly and customizable, allowing you to run and re-run any reports that you want to see.

SoundSlet

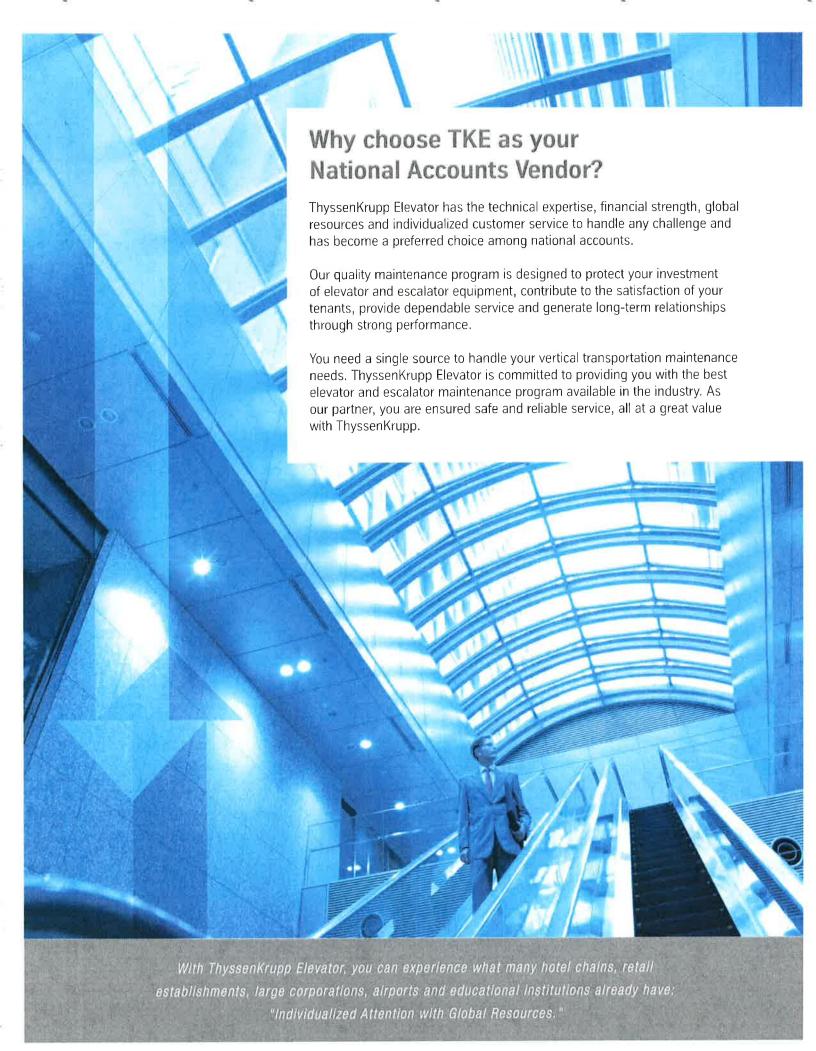
SoundNet Emergency Communications, your around-the-clock safety net, is our 24/7 emergency call center. All calls from the elevator go directly to our state-of-the-art call center, where trained professionals assess the situation and dispatch the proper assistance.

Unmatched Quality

ThyssenKrupp Elevator's Quality Assurance is second to none. Our elevator components are of the highest quality. We manufacture our elevators and parts according to exacting standards, so you know that you can expect the durability and performance that ThyssenKrupp Elevator is famous for. Our internal control program ensures optimum and reliable operation of your elevator equipment. And, you can expect that same kind of quality in our maintenance coverage.

ThyssenKrupp Elevator is committed to having a service plan that will work for any National Account and we will customize our maintenance agreement to compliment your needs. ThyssenKrupp Elevator understands the importance of satisfying your expectations and showing you our commitment to service. We want to give you peace of mind when it comes to your vertical transportation equipment.









Here at ThyssenKrupp Elevator we say, "we engineer confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.







schedules are tight --- that's why we created include data on each elevator under service · Work orders by type Callback mean time service activity over a secure website any time. It is complete with dashboards that our Customer Service Portal. With a few clicks of a mouse, you can monitor your Callback frequency · Callback count We know your time is valuable and Reporting includes information on: and customizable reporting. Response time

PACKAGES 100 running in no time. We have parts inventories on hand and board repair at ITS, so you well trained, it is likely they will get you don't have to worry about waiting long Any machinery that gets constant use requires preventative maintenance. But even with the regular inspection and adjustments through constant care. For elevators, that means

day a week or a hospital where it is moving 24 really matter. You see, we've got you covered - in a church where the elevator is used one hours a day, 365 days a year --- we have the and that is when your service package levels best care, elevators sometimes break down right service package for you.

ride away. And because our mechanics are so So, should your elevator in fact stop running, we are a phone call, an email, or a short car

there are so many of us, in so many places, for parts. And most importantly, because someone is always close by.

Quality Assurance

the long haul. That's why we have a group of professionals ready to help you understand planning is no longer a nice-to-have — it is Like any good partnership, we are in it for necessary capital expenditures. Capital an imperative, and we are here to help. and plan your elevator's life cycle and

0 0 0 9 0 0 (**,** (9 Service Requests During Normal Hours Preventative Maintenance Repair Customer Service Portal After-Hours Emergency Service Requests ThyssenKrupp Elevator Communications Annual Safety Testing

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Should you have multiple or nationwide locations, we also have an entire national accounts team dedicated to customers like you. Their goal is to make sure that your experience is streamined and that you deal with one person for contracts, billing, etc.

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ThyssenKrupp Elevator Americas

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