





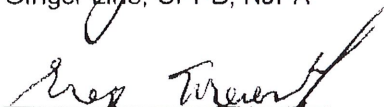
Form G

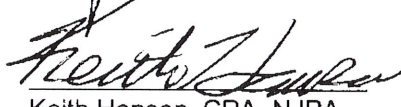
Elevators, Escalators, and Moving Walks with Related Equipment, Services, Accessories, and Supplies


Possible Points		Schindler Elevator Corp.	thyssenkrupp Elevator Corporation
Conformance to Terms/ Conditions to Include Documentation	50	41	40
Pricing	400	330	316
Financial, Industry and Marketplace Successes	75	63	63
Bidder's Ability to Sell/ Service Contract Nationally	100	81	81
Bidder's Marketing Plan	50	40	36
Value Added Attributes	75	65	62
Warranty Coverages and Information	50	42	40
Selection and Variety of Products and Services Offered	200	156	156
Total Points	1,000	818	793


Ginger Lipe, CPPB, NJPA


Jonathan Yahn, JD, NJPA


Gregg Meierhofer, CPPO, NJPA


Keith Hanson, CPA, NJPA


Chris Robinson, JD, NJPA

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 100516-SCH

Proposer's full legal name: **Schindler Elevator Corporation**

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 2, 2016 and will expire on November 2, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 2, 2016

NJPA Contract # 100516-SCH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Schindler Elevator Corp.

Authorized Signatory's Title Director Key Acct. Mgmt.



VENDOR AUTHORIZED SIGNATURE

Phil Hartly

(NAME PRINTED OR TYPED)

Executed on 11/7, 2016

NJPA Contract # 100516-SCH

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AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



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Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 2, 2016

NJPA Contract # 100516-SCH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Schindler Elevator Corp.

Authorized Signatory's Title Director Key Acct. Mgmt.



VENDOR AUTHORIZED SIGNATURE

Phil Hartly

(NAME PRINTED OR TYPED)

Executed on 11/2, 2016

NJPA Contract # 100516-SCH

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

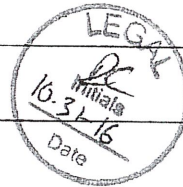



Company Name: Schindler Elevator Corp.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.29	Administration Fee Clarification	<p>The payment of the Administrative Fee shall only apply to Members that have purchased services from Vendor after the Effective Date and during the term of the agreement except that with respect to maintenance related services, the Administrative Fee shall apply to services purchased under a previous service agreement provided that the Member agrees to an extension of the then current term of the previous service agreement.</p> <p>Vendor's reporting obligations or payment of any fees required by this Agreement, shall not apply to any project or maintenance contract where Vendor has submitted a proposal and/or is currently under negotiation or that was signed prior to the effective date of this Agreement.</p> <p>It is understood that the members are aware that the NJPA organization accepts/ requires administration fees to be paid by the vendor in exchange for services at a member's facility.</p>	<p>Paragraph accepted as clarification.</p> <p>Paragraph accepted as clarification.</p> <p>Paragraph accepted as clarification.</p>
No Section	Scope of Work Proposal	Schindler is not responsible for any work required due to obsolescence, accident, abuse, misuse, vandalism, negligence, or other causes beyond Schindler's control except ordinary wear and tear."	See 1. below.
No Section	Damage Disclaimer Add	Schindler Elevator Corporation shall not be liable for damages in excess of the annual price of any applicable Member agreement. In	See 2. below.

		no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay."	
No Section	Price Adjustments	The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. Annual Price adjustments will not exceed 5%. Owner will be notified thirty (30) days in advance. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, Contractor will notify Owner and adjust the price at the time of such determination, and Contractor will retroactively bill or issue credit, as appropriate, for the period of such delay.	See 3. below.
No Section	Volume Discount Adjustments	Volume Discounts and Administrative Fees are Adjusted Annually and effective on January 1 st of each year. The volume discount includes Maintenance and Repair only. Modernization and New Installation has its own "one time" administrative fee.	See 4. below.



Proposer's Signature:  Date: 9/30/16

NJPA's clarification on exceptions listed above:

1. Section 6.27 of the RFP permits a Member and Vendor to agree to add additional terms and conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPAMembers.
2. The RFP and Contract are silent on issue of consequential damages, as such section 6.27 of the RFP permits a Member and Vendor to agree to add additional terms and conditions to purchase order or a separate contract.
3. All price adjustments must follow the procedures outlined in NJPA Price and Product Change Request Form.
4. Proposed changes in administrative fees must be approved by the NJPA Chief Procurement Officer.

Contract Award
RFP #100516

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES,
ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Schindler Elevator Corp Date: October 5, 2016

Company Address: 20 Whippany Rd

City: MORRISTOWN State: NJ Zip: 07960

Contact Person: Dan Wukitch Title: Key Account Manager

Authorized Signature: [Signature] Philip Hartig
(Name printed or typed)

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

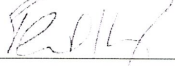
Company Name: Schindler Elevator Corporation

Address: 20 Company Rd

City/State/Zip: MORRISTOWN, NJ 07960

Telephone Number: 973-223-2055

E-mail Address: clairel.wolkitsch@us.schindler.com

Authorized Signature: 

Authorized Name (printed): Philip S. Hartly

Title: Director Key Acct. Mgmt

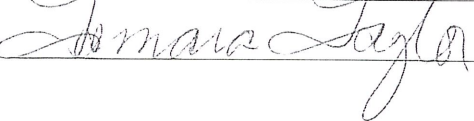
Date: _____

Notarized

Subscribed and sworn to before me this 30 day of September, 2016

Notary Public in and for the County of LUCAS State of OH

My commission expires: _____

Signature: 

TAMARA TAYLOR
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 03-31-2021



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Schindler Elevator Corporation

Questionnaire completed by: Dan Wukitsch

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Schindler prefers NET 30 payment terms. In some cases exceptions will be made if reasonable and mutually agreeable by both parties. This can be discussed on an individual basis.

New Installation

Our payment terms are net 30 days. Notwithstanding anything to the contrary herein, payment will be made as follows: 35% of the subcontract price upon receipt of initial invoice; 95% in monthly progress based upon work in place and material delivered and stored on or off site, payable within 30 days of application; balance within 30 days of completion of work hereunder. Payment of the initial invoice is a condition precedent to the start of manufacture of materials. Payment of 95% of the subcontract price is a condition precedent to equipment turnover.

Modernization

Net 30 days. 35% downpayment, 10% retention on all modernization projects. Monthly billing for progress on the job.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Schindler does offer creative financial options through our 3rd party banking partners. If any member would be interested in financing options, we would consult with them if requested. Our financial options would be available on new installation products, modernization projects and Repairs/ upgrades on existing equipment.

New Installation

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Modernization

We have an inhouse Financing package administered by an independent consultant. Attached please find a PDF of the Financing plan available to our customers.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Service Calls: A mechanic will assess the service call and whether the call is covered under contract or not. If the the service call is outside the agreement and under \$2,000, the mechanic will seek approval from an authorized site

manager to approve the work order by signing the Iphone. A receipt of this approval will be sent to the member. Once approval is executed, the technician will begin the work and complete it by meeting with the manager before he or she leaves to show proper functionality of the equipment.

Upgrades/ Repairs over \$2,000: If work is necessary that requires a technician or team to be scheduled out to the site, an account manager (Sales Rep) will send a proposal to the site manager with a full description of the work requested or needed. Once the proposal is signed off on OR a mutually approved PO is sent back to the office... the project will be scheduled. At the completion of the project, the mechanic will require a signature from the customer for FINAL ACCEPTANCE of work completed. Once the final acceptance is executed, the member will be invoiced for work completed.

New Installation

Upon receipt of approved proposal or Letter of Intent, Schindler will issue shop drawings for approval to the NJPA Member's designated design professional or general contractor. Initial invoice issued to cover engineering and shop drawings and initial materials sourcing of long lead items. Payment of the initial invoice and approved shop drawings are required prior to releasing equipment for manufacturing. First site visit by Schindler superintendent performed to meet client's construction team and to assess site readiness, then another site survey performed prior to releasing elevator for manufacturing. Schindler superintendent assesses site readiness to accept equipment the week prior to delivery of equipment. Material is delivered and unloaded when the job site is ready for installation of the material. Schindler crew will pull off the site for elevator wall erection at entrances and for escalator truss cladding by other trades. Schindler installation crews adjust and test in preparation for inspection. Schindler schedules inspection based on building completion requirements by the inspecting authorities. Schindler will require quarterly listing of all NJPA Member projects in order to properly identify the locations with Vertical Transportation and report quarterly sales.

Modernization

For modernization, the initial award can be generated through a binding Letter of Intent or an Contract document. This award is recorded and creates job numbers which are then transferred to Engineering to begin the Engineering review and approval process. Once the Engineering review, all approval drawings are received from the customer and we have a fully executed contract and downpayment, we can officially book the contract and place orders for the equipment. When a project is booked in the system, it is carried over a a sale which is recorded and reported. At this point, Schindler sales documentation will note whether the project was part of an NJPA contract. In order to qualify for such status, we must have been informed of the NJPA affiliation prior to the time of bid.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Schindler accepts P-card payments directly from the customer; third party payments are not accepted (example: a banking agency calls Schindler to make a P-card payment on behalf of customer X). The P-card payment process does not generate an additional fee for customer.

New Installation

Schindler does not use the P-Card Procurement and Payment process at this time.

Modernization

We accept credit card payment as a form of payment for all orders.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Notwithstanding anything to the contrary set forth herein, Schindler warrants that the work supplied hereunder will comply with the specifications and that there will be no defects in materials and workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. The equipment furnished and

installed under our Agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent mechanics, specially trained to service said equipment. Our guarantee is not intended to take the place of this normal servicing of the equipment and it is not to be construed that we will provide maintenance service of this type, without charge, except as may be provided in our contract, or that we will correct, without charge, breakage, maladjustment or other issues arising out of maintenance provided by others. Schindler's sole duty under the warranty is to correct the nonconformance or defect at Schindler's expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies hereunder are exclusive.

Schindler Elevator Corporation shall not be liable for damages of any kind in excess of the subcontract price. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages.

Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days after the first observance of the conditions.

Notwithstanding anything to the contrary herein, payment will be made as follows: 35% of the subcontract price upon receipt of initial invoice; 95% in monthly progress based upon work in place and material delivered and stored on or off site, payable within 30 days of application; balance within 30 days of completion of work hereunder. Payment of the initial invoice is a condition precedent to the start of manufacture of materials. Payment of 95% of the subcontract price is a condition precedent to equipment turnover.

Any proprietary information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

If the location where the work is to be performed is not ready or is unsafe, we reserve the right not to begin or to discontinue the work. If storage constraints force double handling or if adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary. If work is delayed for more than 30 days, our price will be increased in proportion to any additional costs to complete the work, including but not limited to labor rate increases, material price increases, storage costs, demobilization and remobilization expenses and the like. Upon request, we will provide documentation to support any project change notices only, subject to a confidentiality agreement. Risk of loss of materials and equipment shall pass upon delivery to the site and storage as directed by you. If the start of our work on site is delayed by more than four (4) months from the anticipated start date, or cancelled or abandoned for any reason, you agree to pay charges for preliminary costs which include but may not be limited to labor, materials administration, engineering, project consulting, collection fees, interest and insurance costs, plus an adjustment/cancellation fee of not less than 5% of our subcontract price. You will pay any such charges upon presentation of our invoice."

- **Do your warranties cover all products, parts, and labor?**
The warranties cover products, parts during normal business hours unless otherwise specified in the construction contract. Typically that would be 1 year from the time installation is complete.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
Warranties are affected if the equipment is serviced by anyone other than Schindler Elevator Corporation during that period. Warranties may be affected by conditions outside the agreement such as misuse/abuse by the building or another 3rd party. The conditions of the warranty program may also be voided if equipment or components not

suitable or recommended by the OEM are added, removed or modify the elevator/escalator equipment and its associated components.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**
All warranties cover all expenses as long as the warranty concern is still valid under the terms of the agreement.
- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**
Schindler will ensure that if it bids on a new installation or modernization project, it has the ability to cover it appropriately and timely in case of warranty repair services are necessary.
- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**
Schindler will inspect the newly installed equipment and verify that the work has been installed correctly. If that is the case, Schindler will cover the warranty as long as we are under a service contract with that site.
- **What are your proposed exchange and return programs and policies?**
Exchange and returns are typically not applicable throughout a maintenance agreement. Change Orders are required as well as applicable costs for new installation and modernization projects.

6) Describe any service contract options for the items included in your proposal.

Schindler will present various types of customized Service Contract options to meet the needs of the facilities. Our standard Contract options are (Sample of Contracts will be attached to this document):

1. **Fixed Labor Contracts:** Contracts that are full maintenance agreement and require resident coverage on a 40 hr basis
2. **Oil & Grease Contracts:** These contracts only cover quarterly visits for maintenance and clean up of equipment as well as minor adjustments. Parts, labor and callbacks are at the negotiated labor rates.

Schindler Oil and
Grease Contract.doc

3. **Schindler Maintenance Contract:** This contract does not cover "major components" as outlined in the attached sample agreement. Callbacks, preventative maintenance and "typical parts" are covered under the agreement during normal business hours. This is a very popular contract for Schindler because of the costs of major components as a factor in the unit costs. Some customers opt for this coverage on new equipment or less frequently used equipment.

Schindler
Maintenance.doc

4. **Schindler 8hr Contract:** Full maintenance agreement that covers parts and labor during normal business hours as well as a full preventative maintenance program. All calls after hours will be billed at the agreed upon rates.

Schindler Sample
Contract_8 Hour.do

5. **Schindler BTO (Bonus Time Only) Contract:** Full Maintenance Contract that covers parts and labor during normal business hours as well as full preventative maintenance program. Calls that are received after hours- the customer will pay the hourly difference between overtime and regular time.

Schindler Sample
Contract_BTO.doc

6. **Schindler 24 Hr Contract:** All parts, labor and preventative maintenance are covered during normal business hours and the first 2 hours of any after hours service call.

Schindler Sample
Contract_24 hour.doc

7. **Schindler Custom:** These are full service contracts that are customized to meet the needs of the member that do not fit in the standard service offerings category. Examples of this may be: Service Hours not standard, mandatory hours

With the exception of the Oil and Grease Contract, all contracts offered come with semi reporting by the local office and ENTRAPMENTS covered 24/7 at no charge with the exception of calls that occur as a result of vandalism or misuse of the elevators.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Schindler will provide all services, repairs and maintenance associated with elevators, escalators, dumbwaiters, moving walks. The proposal also includes New Installation of all previously mentioned equipment and modernizations of existing vertical transportation equipment as well. Finally, we are presenting value adds (as described) and access to select training and reporting of equipment performance.

New Installation

Schindler offers our manufactured 330A Hydraulic or 3300 Machine Room Less Traction Elevators for schools and other low-rise buildings up to 8 floors. Schindler manufactured 5500 Machine Room Less Traction Elevators for mid rise buildings up to 33 floors. For facilities requiring escalators, Schindler manufactured 9300AE Escalators would be applied. For mid rise office buildings we offer PORT Technology for superior traffic handling and integration with building and security operations.

Modernization

For modernization we provide control, machine, drive, door packages, fixture packages and options for cab interiors as part of our normal modernization offerings. These products incorporate latest technology in regard to "green" solutions, high quality, high reliability, superior ride quality and performance. These products are designed and manufactured by Schindler and are provided on a global basis to gain economies of scale to provide cost effective yet highly reliable with the highest quality.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Attached please find Schindler's proposed pricing module.

Schindler
Equipment Pricing.p
Schindler Pricing
Configurator.pdf

The pricing model is attached to this document as it cannot fit in the word format. Our pricing model for Service (maintenance) and modernization is based on providing our customer with a base price and providing the impact of what the price can be once additional factors are taken in to account. The "Schindler Pricing Configurator" takes in to account the very pricing we can provide for each type of equipment:

Hydraulic Elevators: \$115 each
Geared Elevator: \$215 each
Gearless Elevator: \$350 each
Escalator: \$450 each
Moving Walks: \$500 each
Wheel chair lift: \$90 each

The configurator then takes in to account all factors that can impact the price such as environment, maintenance contract types, age, vintage and other factors. In the Configurator you will see that there are 23 factors that our industry has identified as price impacts. The factors that are labeled in "GREEN" are our ideal factors. If all these "IDEAL CONDITIONS" are satisfied through marking it with a "yes," the customer will receive the BEST PRICE as stated in the line items above. If these conditions are not met, there are factors that increase the pricing model. The "Schindler Equipment Pricing" on the first PDF is the actual spreadsheet that is fed by the configurator and that will show the member the final pricing strategy that we have for them. For propriety and Corporate reasons, we cannot provide NJPA with the excel spreadsheet of this calculator BUT because pricing is very important to their members, Schindler would be willing to visit the NJPA team and discuss our strategy in more detail if the opportunity arises.

Modernization

Modernization pricing is based on specific conditions as well to get the "very best" pricing as it is proposed on the "Schindler Equipment Pricing" document. As with the Service and Maintenance, this pricing model has its "ideal conditions" and factors that are included with the price:

Price for Modernization equipment does have many factors but if all conditions were "ideal" the base budgetary modernization prices would be:

Hydraulic (2-3 stop): \$70,200
Geared (4-5 stop): \$175,750
Escalators: \$228,000

**Modernization Qualifications:

Hydraulic modernizations Includes: new OEM power unit, code compliant OEM controller, standard fixtures, wiring, landing system and door package

Excludes: Cab interior, all work by other trades, any custom fixtures, jack replacement, entrance and door replacement, remote machine rooms

Geared & Gearless Modernization: Includes: New OEM control & drive, standard fixtures, all new wiring, landing system, door package

Excludes: Cab interior, all work by other trades, any custom fixtures, machine replacement & major machine repairs, entrance and door replacement

Escalator Modernizations Includes: Complete removal of all escalator components down to the existing truss (this is retained), all new standard OEM escalator components installed to meet all local code requirements. Includes barricading, engineering

Excludes: Work by other trades (which is minimal), external cladding that may be associated with escalators.

Overall Clairifications on all MOD work:

All pricing listed above is based on modernization work being performed during regular IUEC working hours (straight time) on regular working days

Moving walkways will have to be priced on an individual basis based on site conditions

Wheel chair lifts and "Other" types of equipment will be priced out on an individual basis

All pricing is based upon mutually agreeable on site storage

All pricing is based upon bringing in equipment once and not having to relocate it during the course of the project

The pricing above is based upon the ideal elevator, as the specifications of each unit change the modernization price associated with that unit will change as well

<u>Modernization Discount:</u>	<u>Discount level</u>
Hydraulic elevators	10% off list price

Traction (both geared and gearless)	5% off list price
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Escalators	5% off list price
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Discount Clairifications:

Discount only available in advance of price request and for projects that are awarded on mutually agreed contracts between NJPA and Schindler.

These discounts are not available for projects awarded by 3rd party general contractors or owners on 3rd party contracts

New Installation

Schindler prices elevators and escalators on a per location basis, due to varying labor and material costs in these locations. Our pricing includes materials and installation labor, shipping and delivery, local code jurisdiction requirements, permit fees and inspection costs. Pricing does not include line-item or product-category discounts. The contract Price and labor rates for extra work will be adjusted annually, as of the date of the local labor rate adjustment, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. Annual Price adjustments will not exceed 6%. Owner will be notified thirty (30) days in advance. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, Contractor will notify Owner and adjust the price at the time of such determination, and Contractor will retroactively bill or issue credit, as appropriate, for the period of such delay. Schindler does not provide list pricing, but can provide benchmark pricing based on specific elevator/escalator configurations at proposed locations for a given time period.

Modernization

See the pricing model provided in the service section for information on Schindler's modernization pricing strategy.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts to the membership on service/ maintenance is based on a volume discount schedule that would be updated and impact the entire group on January 1st of each contract year. The discounts can be effected positively and negatively based on the participation levels at that time. For example, if the equipment participation level for all members are at 100 units and that represents an "x" discount for year 1. In year 2, they lose 50 units from the portfolio, the volume discount percentage will be impacted on the following year- January 1st. Below are the discounts:

Volume Discount (Units):

1-200 = 3%

201-300 = 4%

301-499 = 5%

500-1499 = 6%

1500-2499 = 7%

2500-2999 = 8%

3000-3999 = 9%

> 4000 = 10%

New Installation

Schindler develops discount schedules based on forecasted business in markets where Schindler maintains fully staffed sales and service operations for best performance. Varying labor structure and code regulation costs and constraints impact the discount capabilities of each operation. If we can get an idea of your membership market and annual spend for vertical transportation in these markets it would help us to develop a discount range for you. Please send us sales results of Member vertical transportation projects for 2014 and 2015.

Modernization

10% for modernized hydraulic elevators, 5% for modernized geared elevators, 5% for modernized gearless elevators, 5% for modernized escalators. See clarifications included with the pricing model for more details on the specifics included herein.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Modernization Discount:	Discount level
Hydraulic elevators	10% off list price
Traction (both geared and gearless)	5% off list price
Escalators	5% off list price

Discount Clarifications

Discount only available in advance of price request and for projects that are awarded on mutually agreed contracts between NJPA and Schindler. These discounts are not available for projects awarded by 3rd party general contractors or owners on 3rd party contracts.

New Installation

See response to question 9 regarding discounts. Schindler does not offer rebate programs at this time.

Modernization

Any volume discounts would have to be considered on an individual basis determined by the quantity and type of work being offered at the time. Schindler is open, however, to consider volume type discounts.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Schindler's products and services business is job specific and engineered to meet the requirements of each project. In our pricing model, we have included a strategy to standardize pricing with exceptions. A possible method that we may be able to propose to our customers is to use a service contract calculator (attached to the pricing model) which allows our customers to input their equipment information and get a service contract price for budget reasons based on their inputs. This would have to be further reviewed in partnership with NJPA due to potential disclosure concerns to our competitors. This may be a way to facilitate our products and services to our customers.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Additional charges for various services may include travel time, vehicle/fuel surcharges, expenses and freight/shipping charges:

Travel Time: Charge administered for the travel of the mechanic to the point of location during a callback.

Expense Charges: Consumables, environmental, parking, miscellaneous material (i.e. rags), administrative fees etc. required to complete the service request.

Vehicle/Fuel Surcharges: Due to variations in distance traveled per service call and fluctuations in transportation costs, fuel charges are determined and applied on a call by call basis.

Freight/Shipping Charges: These charges do apply and vary based on the type of services required on a site by site basis

Other additional charges may be applicable depending upon the services required.

New Installation

Schindler includes all standard straight time shipping/freight charges, cost for material delivery cranes/forklifts, straight time installation, 4 hours of training and one successful inspection of each unit of vertical transportation in our project proposal. Extra acquisition costs include expedited shipping, storage of materials if project job site is not ready to accept materials and start installation, overtime costs to accelerate installation, changes to material delivery methods/equipment from original assessment, custom training of personnel beyond 4 hours, operator for running the elevator for other trades during construction, temporary use permits and inspections, custom documentation beyond Schindler standards, custom insurance coverage beyond Schindler standard (e.g. Additional Insureds, OCIP), clean down of escalators beyond standard cleaning prior to inspection, any work not specified in Contract Documents. "Schindler Elevator Corporation shall not be liable for damages in excess of the annual price of any applicable Member agreement. In no event

shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay.”

Modernization

The only costs not included are the work by others (other trades) which may be required with a modernization to bring the overall building requirements up to the current code. Some examples may be disconnect switches, fir service upgrades, lighting or HVAC requirements for the equipment to operate properly, etc.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping and delivery charges may vary dependent upon the type of equipment ordered and if it is not in stock through Schindler’s local warehouses. Schindler Local Offices stock most used parts locally and there are over 90,000 parts in stock through our SLC (Schindler Logistics Center) service that are available for overnight delivery. For any part not stocked locally we will order from SLC overnight. If the part is not stocked, then SLC will work with the vendor (OEM) for best delivery. There is also an inventory process in place to determine stock levels both locally and nationally.

New Installation

Standard straight time shipping costs are included in our contract price.

Modernization

Shipping and delivery to the jobsite is included with each Schindler modernization.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Schindler local offices based out of Alaska, Hawaii and Canada house most used parts locally for easy distribution and overnight delivery. For any part not stocked locally we will order from SLC overnight. If the part is not stocked, then SLC will work with the vendor (OEM) for best delivery.

New Installation

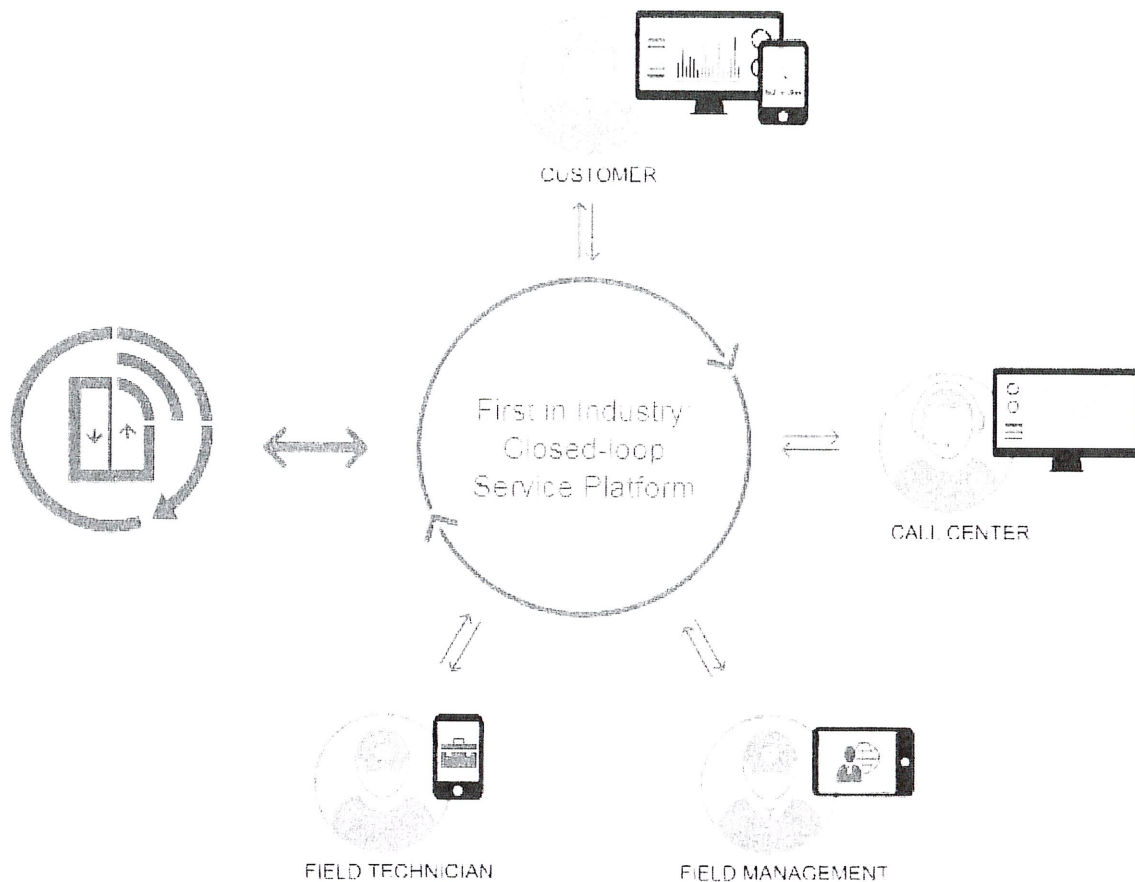
Schindler contracts with approved truck, rail and marine carriers for off-shore shipments to Hawaii and Alaska. Approved truck and rail carriers are used for shipments to Canada.

Modernization

These additional costs are included in the price of the modernization.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Schindler Dashboard provides real-time access to performance and maintenance records for elevators and escalators. Available online or as an App, Schindler Dashboard and Schindler Dashboard Mobile give our customers access to the facts, figures and data concerning their maintenance plan and equipment. Schindler customers will also have visibility of all scheduled deliveries and parts orders.



In conjunction with Dashboard, all Schindler maintenance technicians are equipped with a FieldLink™ tool. This advanced hand-held system is like a cell phone, dispatch device, troubleshooting tool, parts database and service manual all in one. Since Schindler first equipped field service technicians with Field Link in 1999, we have continued to add new technologies and features that help us service and repair equipment more effectively. From this hand held device all service technicians will have access to ordering parts for repairs immediately upon the discovery of any issues.

New Installation

Shipping options include expedited and tandem driver trucking for additional price; for expediting long lead components, air shipment also available but is considerably more costly and not as reliable. Schindler will only use carriers that are negotiated and approved through our Logistics Provider; no use of other carriers outside this arrangement are available as an option.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Schindler maintains and supports one of the most extensive automated data retrieval systems in the industry, worldwide. SAP, a nationwide software program, has been developed over the last eleven years as part of an international project with our parent organization, Schindler Holding, Ltd. It was designed specifically as a data base management tool to support elevator and escalator maintenance activities, and is in place in all Schindler district offices throughout the country.

SAP's callback management module individually tracks all elevators and escalators in our customer portfolio. Through it, all reported customer service calls, their causes, their resolutions, and the timing of Schindler reaction to calls is recorded and monitored. This information is available for analysis and sort report generation by all Schindler

Field Service management personnel. Not only does SAP track performance management, it also has the capability of tracking spend, maintenance, repair and fixed price. Through SAP, Schindler will be able to provide NJPA members with reported sales falling under contract.

All new NJPA member locations are filtered through the national account manager who audits the contract before it is entered into our system. The audit process is a short review of terms & conditions, scope of work and price. Discounts are also reviewed and audited by the national account manager annually at the end of year. January 1st is Schindler's deadline for all discount reviews based on contractual language. Should a discount be increased or decreased the account manager will contact the customer immediately to notify of any changes.

Administrative fees are audited based on the frequency of payment (monthly, quarter, etc.). The fees are crosschecked through Schindler's reporting program SAP.

New Installation

Schindler will assign a Project Delivery Team to assist local offices in compliance of the Contract with NJPA. To ensure consistency in pricing, estimating templates for NJPA equipment configurations which will include requirements and costs associated thereof will be put in place for use by sales representatives. The Team will be responsible for quarterly project reporting and monitoring of fee eligibility/remuneration.

Modernization

Schindler utilizes our SAIS internal process prior to turnover of any modernized or new equipment. SAIS provides an independent SAIS certified trained employee to provide a detailed audit and safety testing procedure prior to turnover to the customer for building use. This is a global safety process employed by Schindler which goes beyond the AHJ local authority mandated testing.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Up to \$600,000 Annual Maintenance and repair Spend (not including Repairs)- 2%

\$601,000- \$1,800,000 Annual Maintenance and repair Spend- 3%

\$1,800,001+ Annual Maintenance and repair Spend- 4%

***Does not include Mod or New Installation

New Installation: Administrative Fee for construction Services: 3% total as set forth below:

- (a) 1.5% after final contract payment and
- (b) 1.5 % for a minimum 5 year conversion

New Installation

Schindler proposes a 3% Administrative Fee for construction Services, payable under the following conditions: Payment of the Administrative Fee will not become due until payment of the subcontract price has been made in full by the Member. Based on quarterly receipt of Member Project List from NJPA, Schindler will issue a report listing Member's Projects that have Vertical Transportation and indicate those projects that are eligible for payment of the Administrative Fee. Payment will occur for the quarter the project becomes eligible. The payment of the Administrative Fee shall only apply to Members that have purchased services from Vendor after the Effective Date and during the term of the agreement except that with respect to maintenance related services, the Administrative Fee shall apply to services purchased under a previous service agreement provided that the Member agrees to an extension of the then current term of the previous service agreement.

Vendor's reporting obligations or payment of any fees required by this Agreement, shall not apply to any project or maintenance contract where Vendor has submitted a proposal and/or is currently under negotiation or that was signed prior to the effective date of this Agreement.

It is understood that the members are aware that the NJPA organization accepts/ requires administration fees to be paid by the vendor in exchange for services at a member's facility.

Industry-Specific Questions

- 19) For the solutions that you are proposing, what is your market share relating to NJPA's specific Member sectors (i.e., governmental, educational, or not-for-profit entities)? If you are unable to reasonably cite accurate data or credible estimates, please state this. Please do not provide unrealistic figures—and do not guess. Do not leave this blank.

Schindler is unable to reasonably cite accurate data or credible estimates at this time.

- 20) Describe in detail your approach to providing both maintenance and repair for your units in service. (This description should address, for example, these types of questions: What are your target and actual response times for repairs of various urgency? Are your maintenance and repair teams separate from your installation teams? Can scheduled maintenance be combined with unscheduled service calls?)

Schindler operators service mechanics (technicians) in each branch through out the country. These mechanics are trained and certified through the IUEC, local chapter and training is maintained by Schindler Elevator. Each branch has service route mechanics that respond to the "day to day" calls on equipment down. These mechanics are equipped to handle basic service calls for parts replacement and troubleshooting/ repair. If the equipment in question requires heavy repair or replacement of a component (typically this type of repair requires parts to be ordered and scheduled with the customer) a team (mechanic/ helper) will be required and scheduled appropriately to complete the repair. This information will be communicated to the customer before the initial mechanic leaves the building and a follow up call will be made to the customer to schedule a day for the repair that can be mutually agreed upon. Response times vary depending on Environment, location and situations outside the control of Schindler such as traffic, accidents, weather related delays and similar situations. Together with GPS technology and central dispatch, it is Schindler's goal to triage our calls based on the customer's urgency, and dispatch as quickly as possible within the specified time frame. Updated ETAs will be communicated to the customer through out central station. Emergency Entrapment calls and calls that threaten life or property are dispatched immediately and with the upmost urgency and priority. Schindler will view GPS and determine the closest mechanic to dispatch. An ETA is given and the mechanic is sent to the site as soon as he or she secures their current job site so that it is safe. Response times in most cases are less than hour as long as there are not delays outside the control of the mechanic.

Schindler will provide periodic maintenance throughout the year on equipment per our Maintenance Control Plan and in some cases additional maintenance while on repair calls or projects if needed.

Service calls and repairs are prioritized, dispatched or scheduled as quickly as possible and always with the customer involved in understanding when we plan to be on site. Response times for non emergency service calls are usually within 4-6 hours pending the customer approval. Entrapments are within 30- 60 min. Repairs are surveyed, parts are ordered and scheduled based on the customer's approval of the date and arrival of the equipment.

- 21) Describe the breadth of your parts inventory and the likelihood that your repair team (or service team) will have the necessary replacement parts readily available. Please avoid general statements that merely reflect a desire to place units back into service as soon as possible. Rather, to the extent possible, support your assertions with verifiable data.

Schindler's repair schedule ranges based on the type of repair necessary. Minor repairs may be done on site while the mechanic is on the service call using inventory from his truck or borrowing from an inventory supply nearby. Scheduled repairs that are relatively "standard" in nature can usually be completed within 1 to 2 weeks of the equipment being ordered. These repairs also require the approval of the building to complete them. Your order for repair is put on the schedule depending on whether or not the equipment is still running, and whether the customer has additional equipment to use while Schindler is being dispatched. Heavy repairs depend primarily on when the equipment will arrive on site and the number of repair teams needed. Most heavy repairs can be completed within 4 weeks but does depend on equipment delivery which can be a longer lead time depending on whether it is stocked, fabrication or other circumstances. The customer will be made aware and kept up to date on when the work will be scheduled. An example of a longer lead time may be escalator handrails because they are not stocked and are made to fit each piece of equipment. Door operators on elevators (if not stocked) have potential lead times of 6 weeks. Schindler makes every effort to decrease the down time by, in some cases, using a temporary component, until the new one arrives in some cases. A plan for the scheduled work is always reviewed with the customer and time lines established that are fair and reasonable.

- 22) Which industry-specific quality management system certifications (if any) does your company hold? You may also include applicable ISO certifications in your answer.

Schindler maintains ISO 9001:2008 and ISO 14001:2004 accreditation.

Signature:  Date: 9/30/16

Proposal Opening Witness

Date of opening: October 6, 2016

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #100516 for the procurement of ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES

Proposals are evaluated first on Level-One responsiveness, then on the other criteria included in the RFP. Level-One responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Responses were received from the following:

Schindler Elevator Corporation – received 10/3/16 at 10:54am

Proposer deemed responsive

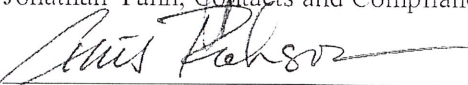
thyssenkrupp Elevator Corporation – received 10/4/16 at 2:01pm

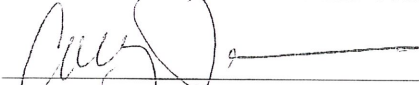
Proposer deemed responsive


Level-One responsive proposers with any missing documentation must provide it within a reasonable period in order to remain responsive.


WITNESSES:

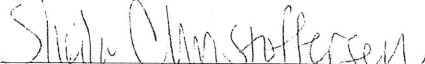


Jonathan Yahn, Contracts and Compliance Manager, NJPA

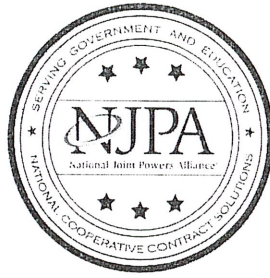
Chris Robinson, Contracts and Compliance Lead Analyst, NJPA

Corey Jensen, Contract Administrator, NJPA

Gregg Meierhofer, CPPO, Contract Procurement Analyst, NJPA

Kim Austin, Contract Procurement Analyst, NJPA

Sheila Christoffersen, Procurement Support Specialist, NJPA



COMMENT AND REVIEW

To the
 REQUEST FOR PROPOSAL (RFP) #100516
 Entitled

ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on August 19, 2016, in South Carolina's *The State* on August 19, 2016, in Utah's *The Salt Lake Tribune* on August 19, 2016, in *USA Today* on August 19, 2016, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #100516 ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning August 19, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until October 5, 2016 at 4:30 p.m. Central Time at the above address and opened OCTOBER 6, 2016 at 8:30 a.m. Central Time.

RFPs were requested from and distributed to:

AGC San Diego	National Elevator Inspection Services, Inc.
Bay State Elevator	Onvia, Inc.
Construction Industry Center	Otis Canada, Inc.
Construction Journal	Otis Elevator Company
Contractor Plan Center	Schindler Elevator Corporation
County of King	thyssenkrupp Elevator Corporation
Diversified Elevator Service & Equipment Co., Inc.	Van Deusen & Associates
Elevator Maintenance & Service, Inc.	VDA
Kone	

Proposals were opened on October 6, 2016 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Schindler Elevator Corporation
 thyssenkrupp Elevator Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst
Gregg Meierhofer, CPPO, NJPA Senior Contract Products and Price Analyst
Keith Hanson, CPA, NJPA Accounting Manager
Jonathan Yahn, JD, NJPA Contracts and Compliance Manager
Kim Austin, NJPA Contract Procurement Analyst
Chris Robinson, JD, NJPA Lead Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

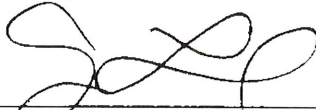
Schindler Elevator Corporation offers a complete solution for Member needs including new installation, modernization of existing equipment, remote monitoring, and a service and repair program. Their distribution center and distribution network provide for rapid delivery of components across the US. Schindler Elevator Corporation's pricing is within the competitive range and represents a solid value to NJPA Members.

thyssenkrupp Elevator Corporation employs over 3,200 service technicians in the US and Canada. In addition to installation, service and repair, thyssenkrupp Elevator Corporation offers an innovative emergency monitoring system to optimize technical service dispatch and expedited technician response times. Their pricing reflects a substantial discount of customary technician hourly rates.

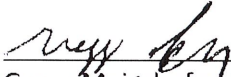
For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #100516 to:

Schindler Elevator Corporation	100516-SCH
thyssenkrupp Elevator Corporation	100516-TKE

The preceding recommendations were approved on November 2, 2016.



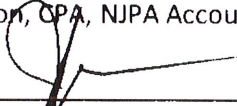
Ginger Line, CPPB, Senior Contract Procurement Analyst



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Keith Hanson, CPA, NJPA Accounting Manager



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