

**Solicitation Number: RFP #080420****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schindler Elevator Corporation, 20 Whippany Road, Morristown, NJ 07960 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 28, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

Vendor is not responsible for any work required due to accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; adverse premises or environmental conditions, power fluctuations, or any other cause beyond Vendor's control. Vendor will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement or for obsolescence (defined as parts, components or equipment either 20 or more years from the original installation, no longer available from the original equipment manufacturer or an industry parts supplier, or replaceable only by refabrication or rebuild).

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for two percent (2%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Vendor's obligation to pay of administrative fees shall only apply to Participating Entities that have purchased services from Vendor after the Effective Date and during the term of this Contract except that, with respect to maintenance related services, the Administrative Fee shall apply to purchases under a previous agreement provided that the Participating Entity agrees to an extension of the then-current term of the previous service agreement. Vendor's reporting or administrative fee obligations under the Contract shall not apply to any project or maintenance contract where Vendor has submitted a proposal and/or is currently under negotiations prior to the effective date of this Contract. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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



C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor will not be liable for liquidated, special, indirect, punitive or consequential damages.

### **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.



## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized

access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

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

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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



hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

## **24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Schindler Elevator Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

DocuSigned by:  
*Rick Bonds*  
98968C0EA95542E...  
By: \_\_\_\_\_  
Rick Bonds  
Title: Director Key Accounts

Date: 8/26/2020 | 9:51 AM CDT

Date: 8/26/2020 | 9:40 AM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO

Date: 8/26/2020 | 9:59 AM CDT

# RFP 080420 - Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies

---

## Vendor Details

Company Name: Schindler Elevator Corp  
Address: 6631 N. Belt Line Rd.  
Suite 130  
Irving, TX 75063  
Contact: Dan Winder  
Email: Daniel.Winder@schindler.com  
Phone: 972-358-5063  
HST#: 34-1270056

## Submission Details

Created On: Tuesday June 16, 2020 10:07:24  
Submitted On: Tuesday August 04, 2020 15:06:42  
Submitted By: Dan Winder  
Email: Daniel.Winder@schindler.com  
Transaction #: 61470d33-a9e3-429a-8e3d-0c6d6bd82556  
Submitter's IP Address: 174.244.17.123

---

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Schindler Elevator Corporation
2	Proposer Address:	20 Whippany Rd. Morristown, NJ 07960
3	Proposer website address:	www.us.schindler.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rick Bonds Director, Key Accounts 6631 N. Belt Line Rd. Suite 130 Irving, TX 75063 Rick.Bonds@schindler.com 973-224-8236
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Daniel Winder Key Account Manager 6631 N. Belt Line Rd. Suite 130 Irving, TX 75063 Daniel.Winder@schindler.com 972-358-5063
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Anita Beilhart National Account Support Associate Anita.Beilhart@schindler.com 419-491-5773

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Headquartered in Morristown, N.J., and employing over 5,000 people in more than 150 locations, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group, one of the leading global manufacturers of elevators, escalators and moving walks. Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange. Mr. Thomas Oetterli was appointed Schindler Group's CEO effective April 1, 2016. Mr Silvio Napoli has been Chairman of the Board of Directors and its Executive Committee since April 2017. Schindler mobility solutions move more than one billion people every day all over the world. Behind the company's success are 57,000 employees in over 100 countries throughout Europe, North America, Asia-Pacific, Africa and South America, with manufacturing plants strategically located around the world. The company's world headquarters is located just outside of Lucerne, Switzerland.</p> <p>Schindler manufactures, installs, services and modernizes elevators, escalators and moving walks for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and microprocessor technology products designed and rigorously tested for safety, comfort, efficiency and reliability.</p> <p>Schindler's U.S. growth strategy was initiated in 1979 with the acquisition of Haughton Elevator Company in Toledo, Ohio. In 1989, Schindler acquired the elevator and escalator business of Westinghouse Electric Corporation and quadrupled its presence in the North American vertical transportation industry. In 1990, Schindler formed the Millar Elevator Service Company, the first nationwide company specializing in service and modernization of all brands. In 2002, Schindler and Millar consolidated operations to provide the comprehensive product and service packages customers are demanding today.</p> <p>Our goal at Schindler is to provide the highest level of elevator service, repair, modernization and new installations available in the industry.</p>
8	What are your company's expectations in the event of an award?	Renewing our Sourcwell contract will allow us to continue servicing our existing Sourcwell customer base, and continue our path of Sourcwell success with 30-40% revenue growth each year. We have several major airports and transit authorities with whom we plan to sign contracts using the Sourcwell agreement in 2021, along with dozens of contract renewals and extensions.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Schindler Elevator has been in business over 140 years, which affirms the financial stability of the company. As a publicly traded company, we publish all required quarterly and annual financial reports (attached as additional documentation). Net revenue in 2019 was in excess of \$9 Billion, with sustained growth in maintenance, repair, modernization, and construction. Schindler's history of growth has led us to be one of the 3 largest elevator companies worldwide, and the largest company manufacturing both elevators and escalators in the United States.
10	What is your US market share for the solutions that you are proposing?	We hold 25 to 35% of the market.
11	What is your Canadian market share for the solutions that you are proposing?	We hold 20-25% of the market
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Schindler fits into the "B" category as both manufacturer AND service provider.</p> <p>Schindler manufactures elevators and escalators, in addition to providing maintenance, installation, modernization, and repair of these same products. Maintenance and repair service of some other equipment such as moving walks, dumbwaiters and wheelchair lifts is also provided. Schindler services all brands of equipment and in fact half our Sourcwell portfolio is on non-Schindler brands.</p> <p>Sales and service individuals are employed directly by Schindler.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Technicians receive formal training through their apprenticeship program and are formally licensed in the states that require formal licensure. Additionally, Schindler provides continuing education to technicians on inspection process and state requirements.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Schindler Elevator Corporation may have various pending litigation in a number of different jurisdictions. These matters are considered in the ordinary course of our business and do not impact our ability to complete the work required by this solicitation.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Schindler was recently recognized as one of Buildings Magazine 2019 Money Saving Products for facilities professionals, in the Building Automation &amp; Energy Management category. The Schindler 3100 is a machine room-less (MRL) traction elevator optimized for 2-3 story buildings that contributes to LEED certification.</p> <p>Schindler won a 2019 Architizer A+ Special Mention Award in the Building Systems-Smart Building &amp; Technology category for its Schindler 3100 low-rise MRL elevator and is currently a lead contender for our Covid-19 solutions in the category of new design and development.</p> <p>New Orleans was selected for the 2019 Best of Harahan Award in the Elevator Service category.</p> <p>Schindler InTruss was selected as Architectural Record's 2017 Editors' Choice winner in the Building Systems and Components category.</p> <p>Architectural Record has selected Schindler's myPORT as one of its annual Products of the Year, the only elevator-related product selected that year.</p>
17	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>25% to 35% of sales were to the government sector (or involved some form of government funding) in the past 3 years.</p>
18	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>We consider education to be funded at least partially by government, so that is included in the above figures. Education alone accounts for approximately 10% of our overall sales.</p>
19	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>We primarily use Sourcwell as a go-to market strategy for state or local purchasing contracts. As a result we have less than \$1M in annual sales to purchasing contracts that are with local cooperative contracts (outside Sourcwell).</p>
20	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Schindler holds many maintenance contracts with GSA with total annual revenue in excess of \$2,000,000</p>



**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Fort Lauderdale Airport	Lori Vassello	954-359-1265
Cleveland Intl. Airport	Mike Mystic	216-265-6526
Canaveral Port Authority	Kenneth Lum	321-783-7831 ext. 359

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Maryland Transit Authority	Government	Maryland - MD	Maintenance and repair of elevators and escalators	\$600,000	\$18,900,000
MARTA (Atlanta Transit)	Government	Georgia - GA	Maintenance and repair of elevators and escalators	\$442,000	\$16,400,000
Washington Dulles Airport	Government	District of Columbia - DC	Maintenance and repair of elevators and escalators	\$377,000	\$14,300,000
New York University	Education	New York - NY	Maintenance and repair of elevators	\$296,000	\$18,700,000
Minneapolis / St. Paul Airport	Government	Minnesota - MN	Maintenance and repair of elevators and escalators	\$341,000	\$13,300,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	Schindler has 160 offices nationally with over 600 sales representatives. Schindler has assigned a National Account Manager to promote and manage the Sourcewell agreement to area sales managers, who work with local offices to implement the program as the "go to market" strategy for public work.
24	Dealer network or other distribution methods.	Schindler manufactures and installs equipment as the OEM, then services the equipment for the entire life of the unit. Manufacturing facilities in the United States are in Pennsylvania, Ohio, and North Carolina.
25	Service force.	Our field force is approximately 3,500 field technicians.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Schindler Customer Service Network (SCSN), located in Holland Ohio, handles all our calls, emails and work order requests for service 24 hours a day, 7 days a week. During these service calls a certified SCSN employee will enter the description of the unit malfunction and/or basis of the call into our SAP system, dispatch the service technician(s), and provide the customer with an ETA. Once the customer receives an ETA and the technician(s) fixes the malfunction, the service request is considered closed. Schindler also audits over 1000 calls per month to assess call handling time, dispatch time, delivery of ETA information, and closeout. Response time may vary by contract, often we have a 1-hour requirement for entrapments and 2-hour requirement for service calls. Most customers require a standard 4 hour response time during normal business hours.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Schindler has 160 local offices throughout the US and Puerto Rico dedicated to serve our customers. Headquartered in Morristown, NJ, our operations include four factories, two training centers and a R&D facility. Our footprint is larger than our competition, which guarantees reasonable response times and service quality.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Schindler has multiple offices throughout Canada that serve our customers in each market. The technicians are equally trained in Canada as they are the United States and our engineering capabilities are the same.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only US territory we are not able to service is Guam. We have limited service in Maine and South Dakota due to the very low demand for elevators in those markets, but are able to serve those areas if needed. We also have limited resources in rural parts of Canada, again simply because of the lack of elevators to be serviced.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Schindler intends to service all participating sectors, and does not participate in any cooperative purchasing contracts that limit our ability to promote another contract in any way. We have been asked by multiple cooperatives to enter into such arrangements but have refused to do so as our contract with Sourcewell is our go-to market strategy for public work.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is Schindler's "go-to market" strategy for any public works opportunities for new construction, modernization, maintenance, and repair. The assigned Schindler National Account Manager promotes and educates the 600-member Schindler national sales team on the Sourcewell contract by organizing sales seminars and "lunch and learn" discussions across the country on positioning and being successful using the Sourcewell agreement. This seminar is now part of standard training for all new sales reps, as well as refresher courses every two years. This has led to tremendous year over year growth, twice even doubling the prior years revenue. We have attached a sample document of the type of marketing we would like to use in this next contract to promote the agreement to promote Sourcewell and Schindler to member organizations. Additionally, we have displayed an approved Sourcewell banner at procurement conventions, and are investigating some advertising opportunities in quarterly magazines using the Sourcewell logo as approved by Sourcewell. We also advertise in Facility-targeted magazines and periodicals, and rely heavily on attendance and marketing at industry and customer conferences and seminars. Example of conferences could be: AIA, BOMA, NIGP, NPI, etc.) Sourcewell is presented as our "go-to" for public work.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Schindler uses most popular social media to advertise, with an especially heavy presence on LinkedIn. We also maintain an online presence which is advertised across the industry to facility and purchasing professionals.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We tend to rely on Sourcewell when a member is hesitant to use the agreement due to perceived legal or member-specific restrictions. We ask the customer to call or email our Sourcewell contact directly, who can then walk them through any legal specifics. Additionally, we point potential customers to the Sourcewell site which includes all of our information.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are not available through e-procurement as they are service based and not something we could ship or deliver physically. We are able to respond to RFPs using e-procurement platforms.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our products don't typically require any training as they have been in public use for so long, though we would certainly provide it if needed. We do provide as a standard service, training to customers on how to comply with state mandated Fire Service training so customers can keep the required monthly Fire Service log. This is a short 5-minute training provided by the local account manager and is available to any customer who requests it.

37	Describe any technological advances that your proposed products or services offer.	<p>Schindler's PORT Technology revolutionizes the science of optimizing traffic flow through a building while offering personalized service and access control. Schindler can analyze your current building traffic patterns and show you how you can realize up to a 50% improvement in handling capacity, wait and destination times.</p> <p>Schindler's PORT Technology can manage all passenger traffic in the most efficient manner possible. This assures highly optimized utilization of the elevator groups at all times, even under heavy traffic conditions.</p> <p>The unique ECO (Energy Control Option) mode allows intelligent reduction of the elevators' energy consumption without reducing the service provided to users. If current or forecasted waiting times fall below a defined acceptable value, ECO mode switches the unrequired elevators into standby mode, optimizing elevator usage. Thanks to the reduced number of elevator trips and improved balancing of the elevators, energy is saved. The amount of energy saved in the course of a day can be substantial. Since ECO mode dynamically monitors the traffic situation in the building, a high quality level of service is assured at all times.</p> <p>Schindler also has developed multiple Covid mitigation products such as hands free elevator buttons and escalator handrails with UV cleaning and antibacterial coatings.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Some of our green initiatives include: LEED Gold certification for our Hanover, PA manufacturing facility; replacing 500 sedans in our fleet with Toyota Prius Two vehicles; the latest in green technology for all Schindler products including regenerative elevator drives and LED lighting in elevators; local material sourcing and "hub" distribution to reduce energy and transport emissions.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ISO 14001 for a portion of Schindler Supply Chain (enclosed certificate identified in Additional Documents) which includes manufacture of hydraulic and traction elevators and components as well as manufacture of escalator products and steps.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Schindler's focus on diversity spending will come from outside services such as parts, supplies, machine shops, cleaning services etc. As an example, the Multicultural Supplier Diversity Spend for all sources for 2019 is \$25,713,232.00</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Schindler has many features that will differentiate ourselves from our competition. First, we are the only major elevator company with US based manufacturing facilities for both elevators and escalators. This allows Sourcewell members to comply with the Buy America Act for steel purchases within the Sourcewell agreement. This also allows members to avoid lengthy overseas shipping and custom issues for time sensitive projects.</p> <p>Schindler offers two unique tools to communicate to our customers; Schindler AHEAD and ActionBoard.</p> <p>ActionBoard is our online database that allows the customer to see what is going on with their elevators in real time including preventative maintenance, callbacks, repairs, etc. ActionBoard is accessible through any internet connection or smartphone.</p> <p>Schindler AHEAD is an innovative method for your elevators to communicate with us directly. It allows us to know what is going on 24/7 with your elevators. In the event an elevator shuts down we will be notified through our call center where additional diagnostics can take place.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only restrictions would be "proper usage", for example vandalism or misuse of a product that resulted in a repair would not be covered, nor would weather damage. In these cases we work with the customer to determine the best course of action.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, unless a customer requests a special service. For example, a decrease in coverage for a price concession, or an overtime service call.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Guam would be the main area we could provide no service and in some cases we have outsourced the work. We have a limited presence (as do all elevator companies) in both South Dakota and Maine due to low demand, but this would be discussed with the customer prior to signing a contract.
46	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?	We provide full warranty coverage for other manufacturers as required or outlined in the customers contract. In fact, more than half our service base is manufacturers other than Schindler.
47	What are your proposed exchange and return programs and policies?	We provide a service, so this would not be applicable.
48	Describe any service contract options for the items included in your proposal.	We propose multiple levels of coverage, all of which are included in our current Sourcewell contract: <ul style="list-style-type: none"> <li>- Inspection Only Maintenance</li> <li>- Time and Material Repairs</li> <li>- Full Maintenance (Most commonly "as needed", but also monthly and quarterly if requested)</li> <li>- Custom Maintenance Program</li> </ul>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Net 30, unless negotiated to be longer by the customer.
50	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 provides in-house financing, but is also able to promote the NCL Government Capital contract through Sourcewell. Schindler's go-to strategy will be to exhaust all options under the NCL Govt. Capital before discussing options with Schindler Finance.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For elevator & escalator maintenance we will survey the equipment and provide pricing using the "pricing calculator" attached to this bid as an additional document. For elevator & escalator repairs, upgrades, modernization, and new installation, we will price the job per the specifications using the heavily discounted Sourcewell Member labor rates (also included as additional documents). Schindler compiles the sales in a quarterly report and sends in the total revenue report to Sourcewell along with the administrative fee. We do not have a dealer network so this is completely internal and controlled by Schindler for all covered sales.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card procurement payment and we do not charge any additional fees to Sourcewell members for using this service. Under contracts awarded outside Sourcewell we charge a 3% fee, so this is an additional benefit to Sourcewell members.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
-----------	----------	------------

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Service/Maintenance:  We have included a "Pricing Model" in the documents section as it would not fit in this box. The pricing configurator assumes a base price of:  Hydraulic Elevator: \$135  Traction Elevator: \$250  Gearless Traction: \$450  Escalator: \$450  Moving Walks: \$600  Wheelchair Lift: \$125  The configurator takes into account all factors that impact price, such as environment, maintenance, contract types, age, etc. In the configurator you will see 24 factors that our industry has identified as price impacts. The factors labeled in green are ideal and would allow for the best available price. For "non-ideal" conditions, we would modify the pricing to allow for custom pricing for Sourcewell members that is in line with the quoted labor rates listed in the same section.</p> <p>Modernization:  Hydraulic Elevator (2-3 front stops): \$72,500  Traction Elevator (Geared, 5-8 front stops): \$195,000  Traction Elevator (Gearless, 9-12 front stops): \$225,000  Escalators: \$250,000</p> <p>Clarifications: Discounts only available in advance of pricing request to members who identify themselves as Sourcewell members. Pricing is again based on ideal conditions, standard installation, and standard equipment (excluding the cab interior, subcontract work, structural equipment, and code modifications). Pricing for non-ideal conditions or equipment will be quoted at the included Sourcewell member hourly pricing lists with the above pricing as a guide.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Schindler is offering a discount table to Sourcewell members as follows:  Modernization: 10% off standard pricing  New Installation: 10% off standard pricing</p> <p>Clarifications: Discounts only available in advance of pricing request to members who identify themselves as Sourcewell members.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Discounts to the members on service/maintenance are based on volume of total units under the Sourcewell agreement (aggregate). This provides a substantial discount to members with a small number of units as they are able to benefit from the entire Sourcewell / Schindler customer base. The discounts are as follows for maintenance:</p> <p>1-200 = 3%  201-300 = 4%  301-499 = 5%  500-1499 = 6% (current level)  1500-2499 = 7%  2500-2999 = 8%  3000-3999 = 9%  &gt;4000 = 10%</p>
56	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.	<p>In our pricing model we have included heavily discounted labor rates for Sourcewell members that can apply to all open market products or services. For the material portion of any proposed job we will supply a price quote as requested.</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A



58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Schindler has service offices in Hawaii, Alaska, and throughout Canada, so freight, shipping, and delivery would usually be similar to the mainland United States.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Given the existing large Sourcewell customer base, we are offering pricing to Sourcewell members that is significantly below pricing typically offered to other GPOs and cooperatives.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Customers will see their contracted price on every maintenance invoice for verification. They may also reach out to either the local representative in their area or the national representative for verification. Schindler will review the pricing for each payment period and calculate the appropriate fee required each quarter.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of the maintenance revenue received.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Schindler's proposal included new installation, maintenance, repair, inspection, upgrades, and modernization of all types of escalators, elevators, moving walks, dumbwaiters, and wheelchair lifts. Additional information on the detailed service program is available under the "Warranty" upload section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wheelchair lifts, dumbwaiters.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
66	Elevators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler's proposal includes installation, repair, maintenance, upgrades, and modernization of all types of elevators.
67	Escalators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler's proposal includes installation, repair, maintenance, upgrades, and modernization of all types of escalators.
68	Moving Walkways	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler's proposal includes installation, repair, maintenance, upgrades, and modernization of all types of moving walkways.
69	Dumbwaiters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler's proposal includes installation, repair, maintenance, upgrades, and modernization of all types of Dumbwaiters.
70	Wheelchair, vertical and inclined platform lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler's proposal includes installation, repair, maintenance, upgrades, and modernization of all types of wheelchair, vertical, and inclined platform lifts.
71	Installation, modernization, preventative maintenance services, emergency and on-call response services, repair, inspection, and warranty services. Explain, in detail, in the Comments section.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler includes all of the services listed. Additional details are included in the document section under warranty information.
72	Supplies, parts, and accessories related to items 66-70 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schindler will sell parts and accessories (or provide them as part of a maintenance program) to Sourcewell members related to 66-70 above.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Schindler measures contract success in three main ways:</p> <ul style="list-style-type: none"> <li>- Year over year revenue growth</li> <li>- Repeat customer business and portfolio growth</li> <li>- Customer satisfaction (Net Promoter Score)</li> </ul> <p>The Sourcewell contract continues to be a tremendous success in all these areas. Year over year growth has at times been over 100% and never below 30%, Contract renewals are above average for our company, and the Customer Satisfaction Scores are in the range of 20% higher than non-Sourcewell customers. Much of this is due to the lower pricing from Sourcewell not available to the general market, coupled with the National-level attention that Sourcewell customers receive as part of a larger cooperative.</p>

74	Describe how your company offerings conform to industry model safety and performance codes and standards. Provide, if applicable, ISO and industry-specific quality management system certifications.	Schindler maintains an on-going safety training program for all field employees, including managers, to ensure that all have been trained in the safe execution of their work assignments. Multiple training processes are used to provide general and task specific training to field employees. Training topics include the OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Lock-out/Tag-out, Electrical Safety, Fire Safety, Personal Protective Equipment, etc.) and industry specific topics, such as Hoistway Access, Escalator Safety, False Cars and Moving Platforms, etc. See enclosed (under Additional Documents) ISO 9001 certification and Schindler Site Specific Safety Plan	*
75	Describe the process of design, engineering, installation, and inspection at a project level.	Sourcewell members will have both local and national attention to detail on every project. The local offices will work with architects, owners and builders to add value and design assistance to any building type – from first sketches in planning to operation and modernization. On maintenance projects, Schindler has customer offerings for Sourcewell members (see additional documentation), with national-level focus on member satisfaction. All Schindler elevators are designed to meet governing safety codes, and meet or exceed minimum ASME A17.1 codes. They also comply with the Americans with Disabilities Act and all local jurisdictional requirements.	*
76	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	Maintenance is specific to each unit type based on customer requirements, OEM recommendations, usage, condition, age, and jurisdictional requirements among other factors. Repair is also specific to each unit, and will be discussed with the customer as needed to insure it is meeting the customer's long and short range goals. For example, does the customer want a short-term, yet safe and effective solution that will extend the unit life by 2-3 years...or are they looking for a more substantial upgrade that will improve energy efficiency and extend unit life by 20 years? All options are available to customers and Schindler will collaborate with facility managers to determine the best available approach. For maintenance specifically, Schindler's real-time scheduling tool allows Schindler to place customer requests, local inspection authority work, or 3rd party tasks into our technician's daily work flow. In Schindler's Service Excellence model these additional items are pulled into our technicians Field Link (iPhone app) when they arrive at a location to complete preventative maintenance. Working through our proprietary service delivery systems, we are the first in the industry to fully integrate all our service technology tools into one seamless platform.	*
77	Describe the manufacturing process or material specifications-related attributes that differentiate your offering from your competitors.	Schindler is the only elevator and escalator supplier to have all elevator and escalator manufacturing facilities located within the United States. This is an enormous advantage for Sourcewell members as it allows them to purchase from a competitively sourced equipment manufacturer, who can comply with the Buy American Act and US Steel requirements, while reducing shipping times and eliminating customs issues. Schindler also complies with all manufacturing safety protocols and quality standards as demonstrated in our certifications available in the additional documents section.	*

78	Describe the applications for your product in the government, education, and non-profit verticals.	Schindler products and services are designed to meet the demanding requirements of public structures. Whether it is new construction, repair, maintenance, or modernization. Schindler offers efficient and durable solutions featuring energy efficiency, appealing aesthetics and low operating costs, all essential elements for government, education, and non-profit customers. Schindler's global expertise and local support are available for the life cycle of each member's building, from determining specifications to service and modernization after installation.	*
79	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	Most common replacement items are kept in the maintenance technicians vehicles, ready for immediate replacement on site. Larger parts, or parts less in demand, are kept in local warehouses most of which are within 20-25 miles of a technicians route. As a third option, parts more difficult to source as they are part of obsolete or vintage equipment, are kept at the Schindler Service Center (SSC) in Maumee, Ohio which provides a large inventory of OEM and after-market parts to all Schindler offices via overnight delivery. Approximately 30,000 active SKUs are stored at the warehouse at any given time. Schindler also has an extensive internal parts support group who have relationships with multiple vendors. As such, they have the ability to drop ship items, including custom/job specific materials, to offices which are not currently in stock at SSC. Finally, in addition to a network of printed circuit board repair vendors, a majority of PCBs are repaired at our engineering facility in Holland, Ohio, and shipped for overnight delivery.	*
80	Describe your product line in terms of sustainability and recycling.	Our Drives have an "A" sustainability rating which is the highest available from the European confederation. Our 6400 Gearless elevator saves up to 20% more energy than traditional geared technology. Our PORT Technology destination systems are green in that they allow for fewer starts and stops by grouping people going to common floors. Enclosed (under Additional Documents) are Environmental Product Declarations for Schindler 5500 and 7000 series elevators.	*

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should not have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday July 21, 2020 07:57:08
  - [Marketing Plan/Samples](#) - Schindler marketing example V1.pdf - Friday July 24, 2020 13:19:40
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Contract Details.zip - Friday July 24, 2020 13:24:59
  - [Pricing](#) - Pricing Details.zip - Friday July 24, 2020 13:25:29
  - [Additional Document](#) - Additional Documents.zip - Friday July 24, 2020 13:36:00

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

Assets Control of the United States Department of the Treasury found at:  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Daniel Winder, Key Account Manager, Schindler Elevator Corp.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Elevators, Escalators, and Moving Walks_RFP_080420 Wed June 17 2020 01:48 PM	<input checked="" type="checkbox"/>	1