



# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction
0	71	49
(G)	(H)	(I)
		(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
2891	3606
(K)	(L)

Injury and Illness Types	
Total number of... (M)	
(1) Injury	143
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information	
Your establishment name	ThyssenKrupp Elevator Corporation
Street	5701 Pine Island Road Suite 390
City	Tamarac
State	FL
Zip	33321
Industry description (e.g., Manufacture of motor truck trailers)	Elevator installation, conversion, repair & maintenance
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	1 7 9 6
	2 3 8 2 9 0
Employment information	
Annual average number of employees	7668
Total hours worked by all employees last year	15,336,521
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Eric Scudgers	VP Risk Mgt.
Company executive	Title
954-597-3000	Phone
	1/18/2016
	Date

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

Year 2017



U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>53</u>	<u>51</u>	<u>29</u>
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>2242</u>	<u>3003</u>
(K)	(L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	<u>133</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

<b>Establishment information</b>	ThyssenKrupp Elevator Corporation
Your establishment name	<u>ThyssenKrupp Elevator Corporation</u>
Street	<u>5701 Pine Island Road Suite 390</u>
City	<u>Tamarac</u> State <u>FL</u> Zip <u>33321</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Elevator installation, conversion, repair &amp; maintenance</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 7 9 6</u> <u>2 3 8 2 9 0</u>
<b>Employment information</b>	
Annual average number of employees	<u>7944</u>
Total hours worked by all employees last year	<u>15,889,281</u>
<b>Sign here</b>	_____
<b>Knowingly falsifying this document may result in a fine.</b>	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u>Eric Scrudders</u>	<u>VP Risk Mgt.</u>
Company executive	Title
<u>954 597-3000</u>	<u>1/22/2018</u>
Phone	Date

# soundnet®

EMERGENCY COMMUNICATIONS

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

*Technology makes it possible.  
Commitment makes it work.™*

**ThyssenKrupp Elevator**  
Americas Business Unit



ThyssenKrupp

# soundnet®

## EMERGENCY COMMUNICATIONS

24-hour elevator emergency monitoring service.



### SOUNDNET® EMERGENCY COMMUNICATIONS.

SoundNet: A 24-hour elevator emergency monitoring service.

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

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

### EMERGENCY COMMUNICATIONS SPECIALISTS.

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

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

# ears on



## ADA COMPLIANT EMERGENCY TELEPHONES.

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



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

## MAKE THE SOUNDNET CONNECTION.

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

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

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ThyssenKrupp Elevator Corporation



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

[thyssenkruppelevator.com](http://thyssenkruppelevator.com)

# Car Top Rail Kit



## A safe service area.

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

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

### Benefits:

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

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

**ThyssenKrupp Elevator**  
Americas Business Unit





## Appendix F: COMPANY PROFILE

Please provide the following:

### General Profile

1. Company's official registered name.

thyssenkrupp Elevator Corporation

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

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

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

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

01-570-4513

4. Corporate office location.

thyssenkrupp Elevator  
3100 Interstate North Circle SE Suite 500  
Atlanta, GA 30339

5. List the total number of salespersons employed by your organization within the United States, broken down by market. – Total 546 sales employees

- Pacific Northwest - 52
- California - 59
- Southwest - 47
- Midwest - 73
- Central US - 52
- South - 50

- Southeast - 53
- Florida - 56
- Mid-Atlantic - 48
- Northeast - 53

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

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

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

- Sales – Jeff Jaudes – National Accounts Manager – Please see Attachment 1-C
- Sales Support – Jamie Blackman - National Account Coordinator – Started with ThyssenKrupp 04/01/2013
  - Sales Support & Account Support for Jeff Jaudes and all designated customers.
- Marketing – Jane Scott – Marketing Manager
  - Analyze and Record all Projects that come through the Marketing Department
- Financial Reporting – Lisa Logan – Team Lead, National Accounts Billing and Collections – Started with ThyssenKrupp 08/01/2015
  - National Account Billing
  - National Account Rebate Reporting
- Executive Support – Jeff Jaudes – National Account Manager - Please see Attachment 1-C

8. Define your standard terms of payment

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

9. Who is your competition in the marketplace?

Kone, Otis, Schindler

10. Overall annual sales for last three (3) years;

- 2017 - \$2,473M
- 2018 - \$2,604M
- 2019 - \$2,759M

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

- 2017 - \$2,225M
- 2018 - \$2,343M
- 2019 - \$2,483M

12. What is your strategy to increase market share?

thyssenkrupp Elevator's mission statement is to provide comprehensive, high quality, and competitively priced vertical transportation equipment and service to all our customers. We accomplish this through continuous identification of needs and expectations, effective planning, skilled employees and cutting-edge technology consistent with business plan objectives. As well as an aggressive marketing campaign to build partners in our industry.

13. What differentiates your company from competitors?

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

14. Provide relevant information regarding your ordering process including your firm's on-line catalog/ordering website, and the ability for purchasing group members to verify they are receiving contract pricing.

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

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

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

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

15. Describe your company's Customer Service Department (hours of operation, number of service

centers, etc.).

ThyssenKrupp Elevator's North American Division is separated into ten regions, consisting over 6,000 employees working directly at our branch and regional offices. These regions are as listed below. See Attachment 1-D for the listing of over 117 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.

- Pacific Northwest
- California
- Southwest
- Midwest
- Central US
- South
- Southeast
- Florida
- Mid-Atlantic
- Northeast

16. Provide your safety record, safety rating, EMR and worker's compensation rate where available

Please see attached 2016, 2017 and 2018 Osha Reports Attachment 1-E, 1-F and 1-G

17. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website ordering platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

International Technical Services, located in Dallas, Texas, provides comprehensive equipment support to our entire field organization. With our technically advanced support facility and experienced staff, we are in a strong position to provide training, field engineering, printed circuit board repair, and product development services to our internal field operations.

The Technical Training Department provides both classroom style and hands-on training for elevator equipment. Training is conducted in our modern training facility that is well equipped with state-of-the-art training equipment, including portable elevator control simulators. Field technicians from all over the world participate in ThyssenKrupp classes as well as competitor training classes.

Our Technical Publications Department develops, publishes, and distributes service manuals, CDs, bulletins, and brochures to our Branch Offices. We also provide product and technical updates through our ITS Global E-mail communications that deliver the most up-to-date technical information to our field operations. Through the use of these publications our field technicians can keep abreast of the many repair and adjustment techniques required to maintain the different models of elevators in the market.

The ITS Diagnostic Tools Department distributes and supports both computer and PDA based diagnostic tools (software) to the over 4,500 field technicians. These electronic software packages are made to be compatible with our major competitor's equipment for communicating, troubleshooting, and making adjustments. The Diagnostic Tools Department also distributes the software and supports the encryption passwords for our own proprietary IMS diagnostic tool.

The Field Engineering Department, comprised of field-experienced engineers, is cross-trained on multiple manufacturer's equipment. Our field engineering staff provides both telephone and on-site technical assistance. While the field engineering staff is often on the road, traveling wherever a need might exist for their expertise, this department is available to answer questions from the field 24 hours a day, 7 days a week.

Our Board Repair Department utilizes a variety of equipment to test and diagnose faulty printed circuit boards, including functional testers, simulators, dedicated test fixtures, and embedded test fixtures. The repair laboratory maintains an extensive inventory of circuit boards in order to provide immediate response to demands from the field

The Research and Development Department is responsible for new product development. They are committed to providing our field mechanics with the most advanced diagnostic tools and systems to improve elevator repair and limit elevator downtime. Their primary focus is the development of diagnostic tools, test fixtures for the Repair Lab, and the VISTA Remote Monitoring System.

SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year.

The ITS Marketing Department provides both internal and external marketing assistance to Branch Offices. Our marketing staff can provide on-site assistance with sales presentations, or you can bring your customer to ITS for an in-depth presentation and tour of the facility.

We are extremely proud of our facility and welcome all visitors, including customers and company

employees. Allow International Technical Services to assist and support you on your next service opportunity.

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

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

### **Marketing/Sales**

19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
  - i. Equalis Group and Region 10 ESC Logo
  - ii. Link to Equalis Group and Region 10 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Within the first 90 days of the award ThyssenKrupp will:

- On our internal website we will post a link to all required documents and forms to sell these services to the membership
- On our social media site we will post a link to the Equalis Group industry posting placards stating that we are a supplier for Equalis Group and Region 10 ESC
- Additionally, local meetings with BOMA and facilities management companies.

20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

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

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

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

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

30 Days:

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

60 Days:

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

90 Days:

- Schedule a TKE conference call with all branch Sales Managers to get an update on the progress of this program.
- Regional Sales meeting to discuss process and continued implementation

23. Describe how you intend on train your national sales force on the Region 10 ESC agreement.

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

24. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 250k in year one

\$ 400k in year two

\$ 500k in year three

## Administration

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

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

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

ThyssenKrupp has been reporting monthly sales for the last 10 years for multiple cooperative groups. We will have a dedicated person for Equalis Group requirements. Lisa Logan in our National Accounts Accounting department will establish a relationship with the Equalis Group and is educated in all the requirements needed for the monthly report.

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

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

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

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

What is our Capital Planner Process?

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

A Capital Planner focuses primarily on upgrades directly related to:

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

31. Please provide your company's environmental policy and/or sustainability initiative.

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

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

### References

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

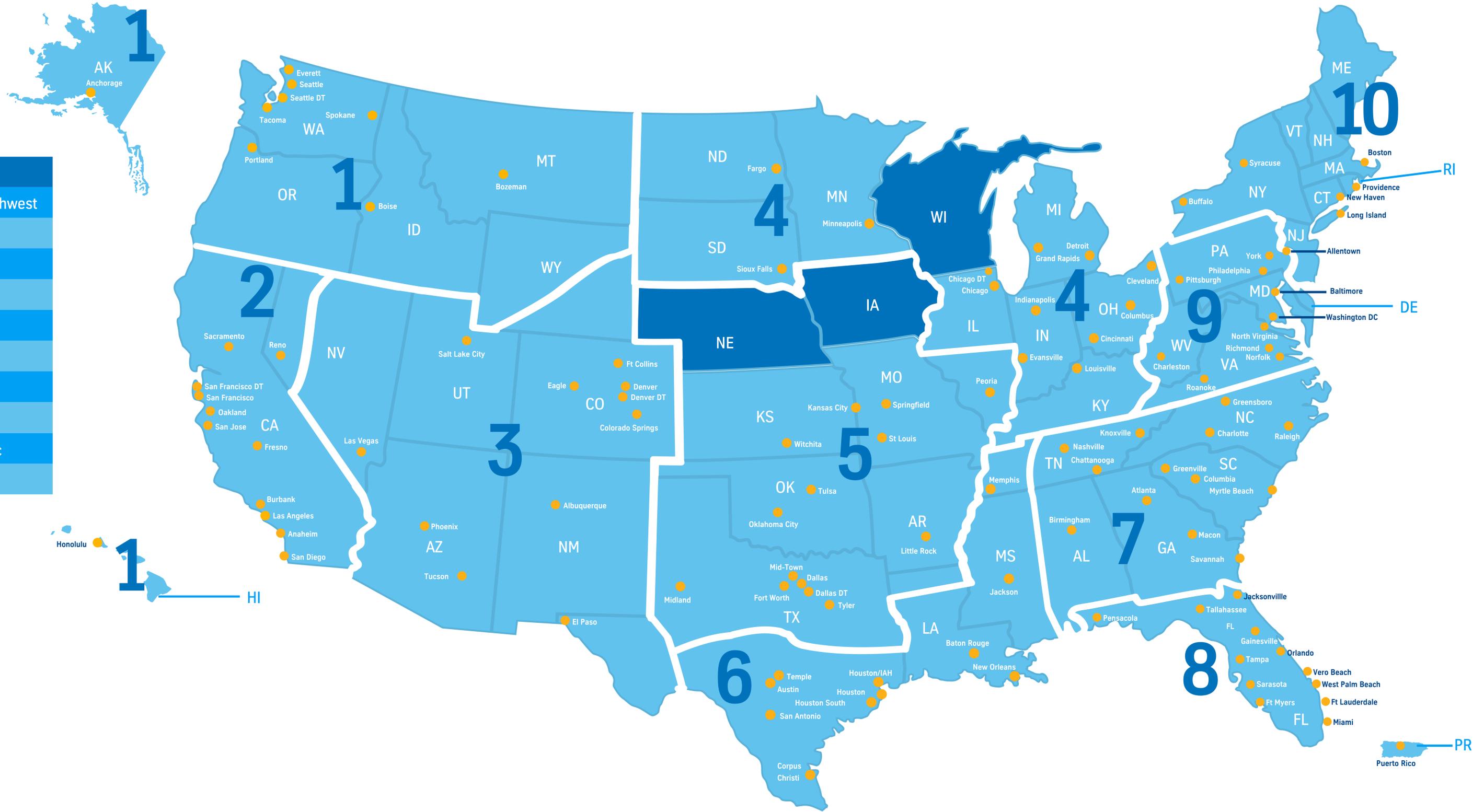
Entity Name  
Contact Name and Title  
City and State  
Phone Number  
Years Serviced  
Description of Services  
Annual Volume

Entity Name: Tarrant County  
Contact Name and Title: Mike Amador – Operations  
City and State: Ft Worth, TX  
Phone Number: mamador@tarrantcounty.com  
Years Serviced: 8 years  
Description of Services: Elevator Maintenance on over 50 units  
Annual Volume: \$746,268

Entity Name: City of Chesapeake  
Contact Name and Title: Keith Braziel - Operations  
City and State: Chesapeake, VA  
Phone Number: 757-377-2651  
Years Serviced: 6 years  
Description of Services: Elevator Maintenance of over 30 units  
Annual Volume: \$82,104

Entity Name: GSA PBS  
Contact Name and Title: Christy Pearce Contract Specialist  
City and State: Various  
Phone Number: 816-823-2243  
Years Serviced: 9 years  
Description of Services: Elevator Maintenance on over 554 units  
Annual Volume: \$3,118,368

Region
1 Pacific Northwest
2 California
3 Southwest
4 Midwest
5 Central US
6 South
7 Southeast
8 Florida
9 Mid-Atlantic
10 Northeast





## Make it Closed Loop!

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

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

### Benefits:

- Smoother, more consistent operation
- Faster, floor-to-floor travel times
- Quicker door reversing
- Fewer shutdowns and call backs
- Multi-voltage Input/Output
- Improved productivity due to shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions
- Latest in elevator door operation technology

### Adaptable to Existing Control Systems

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

- HD-73, HD-91
- Otis 6970, 7300, 7700
- Haughton
- ECI 895, 1000
- Linear door operator
- Dover Type D
- Dover DC-62
- Westinghouse BB2
- Fujitec

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

**ThyssenKrupp Elevator**  
Americas Business Unit





# Battery Lowering Kit



## No Power? No Problem.

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



### Features and Benefits

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

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

**ThyssenKrupp Elevator**  
Americas Business Unit





## **Appendix G: VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

### **Value Add #1 – New Installation**

#### **Summary:**

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

#### **Detail Description:**

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

#### **Additional Information and Samples:**

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

## Value Add #2 – Modernization

### Summary:

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

### Detail Description:

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

### Additional Information and Samples:

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

## Value Add #3 – Eco & Energy Saving Upgrades

### Summary:

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

### Detail Description:

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

### Additional Information and Samples:

- Enviromax – Exhibit 13

- LED Cutesheet – Exhibit 14
- Solid Starter Kit – Exhibit 15
- Solid Starters – Exhibit 16
- Econolight – Exhibit 17

#### Value Add #4 – Telephone Monitoring

##### Summary:

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

##### Detail Description:

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

##### Additional Information and Samples:

SoundNet Brochure Exhibit 19



## Evacuation Deterrents

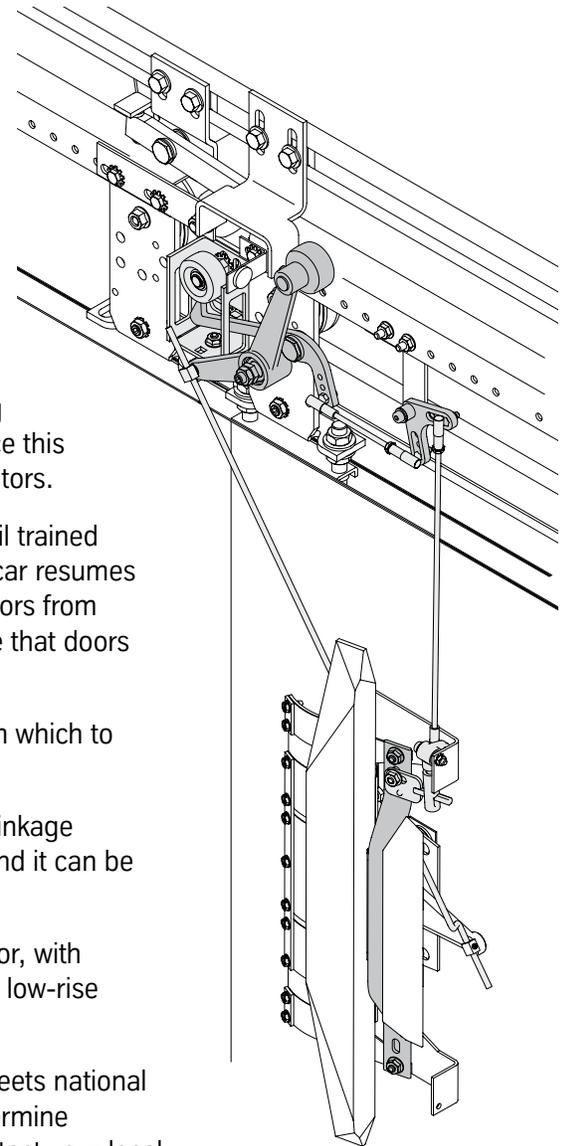
Passengers who become trapped in elevators may try to self-evacuate by opening the car doors between landings, putting themselves at risk of serious injury or death. In an effort to reduce this risk, national codes require evacuation deterrent devices on elevators.

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

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

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

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



**ThyssenKrupp Elevator**  
Americas Business Unit





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

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

### Features Include:

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

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

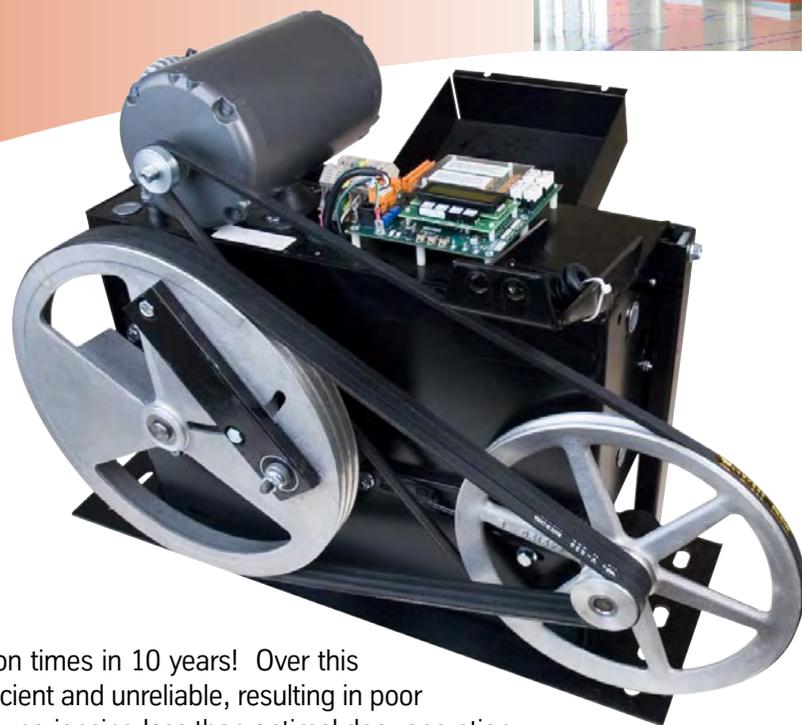


**ThyssenKrupp Elevator**  
Americas Business Unit





# HD-LM Door Operator



## A Sound Investment in Your Building's Future!

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

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

Additional benefits include:

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

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

**ThyssenKrupp Elevator**  
Americas Business Unit





# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1 (G)	46 (H)	68 (I)	36 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
2615 (K)	3239 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	151	0	1	0	0	0

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2018

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information	
Your establishment name	ThyssenKrupp Elevator Corporation
Street	210 N. University Drive Suite 804
City	Coral Springs
State	FL
Zip	33071
Industry description (e.g., Manufacture of motor truck trailers)	Elevator installation, conversion, repair & maintenance
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	1 7 9 6
	2 3 8 2 9 0
Employment information	
Annual average number of employees	8125
Total hours worked by all employees last year	16,249,752
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Eric Scrudgers	Company executive
954.597-3000	Phone
	1/18/2019
	Date

## Appendix E: QUESTIONNAIRE

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

### 1. States Covered

Respondent must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

**2. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group  Yes  No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?  Yes  No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

**3. Diverse Vendor Certification Participation**

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE  Yes  No

List certifying agency: \_\_\_\_\_

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: \_\_\_\_\_

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is a DVBE  Yes  No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB  Yes  No

List certifying agency: \_\_\_\_\_

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone  Yes  No

List certifying agency: \_\_\_\_\_

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No

List certifying agency: \_\_\_\_\_

**4. Residency**

Responding Company's principal place of business is in the city of Atlanta State of GA.

**5. Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**6. Processing Information**

Company contact for:

Contract Management

Contact Person: Jeff Jaudes

Title: National Account Manager

Company: thyssenkrupp Elevator

Address: 3100 Interstate North Circle Suite 500

City: Atlanta State: GA Zip: 30339

Phone: 972-365-6128 Fax: 866-385-5571

Email: Jeff.Jaudes@thyssenkrupp.com

Billing & Reporting/Accounts Payable

Contact Person: Lisa Logan

Title: Team Lead, National Accounts Billing and Collections

Company: thyssenkrupp Elevator

Address: 3100 Interstate North Circle Suite 500

City: Atlanta State: GA Zip: 30339

Phone: 770-261-0015 Fax: 866-785-5571

Email: Lisa.Logan@thyssenkrupp.com

Marketing

Contact Person: Jane Scott

Title: Marketing Manager

Company: thyssenkrupp Elevator

Address: Dallas Parkway 2591

City: Frisco State: TX Zip: 75034

Phone: 972-624-7161 Fax: \_\_\_\_\_

Email: jane.scott@thyssenkrupp.com

**7. Distribution Channel: Which best describes your company's position in the distribution channel:**

- Manufacturer direct**       Certified education/government reseller  
 Authorized distributor       Manufacturer marketing through reseller  
 Value-added reseller       Other \_\_\_\_\_

**8. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.       Yes     No  
*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*
- Pricing submitted includes the required administrative fee.       Yes     No  
*(Fee calculated based on invoice price to customer)*
- Additional discounts for purchase of a guaranteed quantity?       Yes     No

**9. Cooperative/Group Purchasing Experience**

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
Sourcewell GPO	100516-TKE	11/02/2020
Omnia	R150801	09/30/2020

**1-B Question #6**

TKE Branch	Street Address	City, State Zip	Phone	Branch Contact	Email Address
Albuquerque	8500 Washington St NE #A-4	Albuquerque, NM 87113	505-856-5800	Gebler, Liesje	<a href="mailto:Liesje.Gebler@thyssenkrupp.com">Liesje.Gebler@thyssenkrupp.com</a>
Allentown	5925 Tilgham Street Suite 100	Allentown, PA 18104	610-366-0161	Costello-Pawiak, Colleen	<a href="mailto:colleen.pawiak@thyssenkrupp.com">colleen.pawiak@thyssenkrupp.com</a>
Anaheim	1601 S. Sunkist Street, Suite E	Anaheim, CA 92806	714-939-0888	Sprosty, Jeff	<a href="mailto:jeff.sprosty@thyssenkrupp.com">jeff.sprosty@thyssenkrupp.com</a>
Anchorage	2000 W International Airport Rd, Ste D6	Anchorage AK 99502	907-522-3002	Powell, Jonathan	<a href="mailto:Jonathan.Powell@thyssenkrupp.com">Jonathan.Powell@thyssenkrupp.com</a>
Atlanta	3005 Chastain Meadows Parkway Suite 100	Marietta, GA 30067	770-916-0555	Bunn, Ryan	<a href="mailto:ryan.bunn@thyssenkrupp.com">ryan.bunn@thyssenkrupp.com</a>
Austin (Temple)	3615 Willow Springs Road	Austin, TX 78704	512-447-9511	Crumley, Nancy	<a href="mailto:nancy.crumley@thyssenkrupp.com">nancy.crumley@thyssenkrupp.com</a>
Baltimore	513 Progress Drive - Suite C	Linthicum MD 21090	410-636-3280	Rigatuso, Steve	<a href="mailto:steve.rigatuso@thyssenkrupp.com">steve.rigatuso@thyssenkrupp.com</a>
Baton Rouge	10237 Mammoth Ave.	Baton Rouge, LA 70814	225-928-1120	Henderson, Steve G.;	<a href="mailto:steve.henderson@thyssenkrupp.com">steve.henderson@thyssenkrupp.com</a>
Birmingham	301-D Cahaba Valley Parkway N.	Pelham, AL 35124	205-945-0062	Smith, Michael	<a href="mailto:michael.smith@thyssenkrupp.com">michael.smith@thyssenkrupp.com</a>
Boise	8564 W Elisa Street	Boise, ID 83709	208.658.0000	Lee, Justin	<a href="mailto:justin.lee@thyssenkrupp.com">justin.lee@thyssenkrupp.com</a>
Boston	31 Dartmouth St.	Westwood, MA 02090	617-547-9000	McCabe, Jim	<a href="mailto:Jim.McCabe@thyssenkrupp.com">Jim.McCabe@thyssenkrupp.com</a>
Bozeman	378 Blair Place, Ste. 1	Belgrade, MT 59714	406-587-3895	Rutherford, Jim	<a href="mailto:Jim.Rutherford@thyssenkrupp.com">Jim.Rutherford@thyssenkrupp.com</a>
Buffalo	2745 Broadway, Suite 25	Cheektowaga, NY 14227-1046	716-681-7900	Kubrich, Andrew A	<a href="mailto:Andrew.Kubrich@thyssenkrupp.com">Andrew.Kubrich@thyssenkrupp.com</a>
Burbank	2850 N. California St., Suite 120	Burbank, CA 91504	818-847-6140	Toapanta, Eduardo	<a href="mailto:eddy.toapanta@thyssenkrupp.com">eddy.toapanta@thyssenkrupp.com</a>
Charleston, WV	901 Morris St.	Charleston, WV 25301	304-342-8115	Hackney, Adam	<a href="mailto:adam.hackney@thyssenkrupp.com">adam.hackney@thyssenkrupp.com</a>
Charlotte	2440 Whitehall Park Drive, Suite 500	Charlotte, NC 28273	704-529-1000	Jordan, Kyle;	<a href="mailto:kyle.jordan@thyssenkrupp.com">kyle.jordan@thyssenkrupp.com</a>
Chattanooga	6138 Preservation Dr., Ste. 800	Chattanooga, TN 37416	423-499-2216	Brackett, William	<a href="mailto:will.brackett@thyssenkrupp.com">will.brackett@thyssenkrupp.com</a>
Chicago	3600 Lacey Road, Suite 100	Downers Grove, IL 60515.	630-652-4000	Askren, Mike	mike.askren2@thyssenkrupp.com
Chicago - Downtown	940 W Adams	Chicago, IL 60607	312-733-8025	Hasse, Brent	brent.hasse@thyssenkrupp.com
Cincinnati	934 Dalton Avenue	Cincinnati, OH 45203	513-241-6000	Knecht, Paul E.;	<a href="mailto:paul.knecht@thyssenkrupp.com">paul.knecht@thyssenkrupp.com</a>
Cleveland (Toledo)	9200 Market Place	Broadview Hts., OH 44147	440-717-0080	Eichler, Jason	jason.eichler@thyssenkrupp.com
Colorado Springs	1120 Elkton Dr., Ste A	Colorado Springs, CO 80907	719-548-0211	McDonough, Steve	<a href="mailto:steve.mcdonough@thyssenkrupp.com">steve.mcdonough@thyssenkrupp.com</a>
Columbia, SC	145 Windhill Rd Suite 300	Columbia, SC 29203	803-798-3895	Hiott, Sam	<a href="mailto:sam.hiott@thyssenkrupp.com">sam.hiott@thyssenkrupp.com</a>
Columbus	929 Eastwind Dr., Ste 218	Westerville, OH 43081	614-895-8930	Craig, Brian	<a href="mailto:brian.craig@thyssenkrupp.com">brian.craig@thyssenkrupp.com</a>
Corpus Christi	5449 Bear Ln., Ste. 406	Corpus Christi, TX 78405	361-299-0033	Fisher, Paul	<a href="mailto:paul.fisher@thyssenkrupp.com">paul.fisher@thyssenkrupp.com</a>
Dallas	4355 Excel Pkwy; STE 800	Addison, TX 75001	972-785-0505	Westwick, Aaron	aaron.westwick@thyssenkrupp.com
Dallas Downtown	3100 McKinnon, Ste 160	Dallas, TX 75201	214-303-1389	Metke, John	john.metke@thyssenkrupp.com
Dallas Midtown	1805 Royal lane Suite 101	Dallas, TX, 75229	972-785-0505	Marino, Kory	kory.marino@thyssenkrupp.com
Denver	7367 S Revere Pkwy, Ste 2A	Centennial, CO 80112	303-790-8566	Montera, Brien	<a href="mailto:brien.montera@thyssenkrupp.com">brien.montera@thyssenkrupp.com</a>
Denver DT	505 Lincoln Street	Denver CO 80202	303-790-8566	Montera, Brien	<a href="mailto:brien.montera@thyssenkrupp.com">brien.montera@thyssenkrupp.com</a>
Detroit	35432 Industrial Road	35432 Industrial Road Livonia MI 48150	734-953-3734	Morgan, Mat	<a href="mailto:mat.morgan@thyssenkrupp.com">mat.morgan@thyssenkrupp.com</a>
Eagle	695 Lindbergh Drive For UPS, FEDEX and overnight pkgs	Eagle, CO 81631 (For US Postal Service, use PO Box	970-328-5955	Cancelli, Rocco	<a href="mailto:rocco.cancelli@thyssenkrupp.com">rocco.cancelli@thyssenkrupp.com</a>
El Paso	1477 Lomaland Drive Suite D-1	El Paso, TX 79935	915-595-0171	Garcia, Jorge	<a href="mailto:jorge.garcia@thyssenkrupp.com">jorge.garcia@thyssenkrupp.com</a>
Evansville	6630 Frito Lay Drive	Evansville, IN 47715	812-475-9419	Kelly, Joe	<a href="mailto:joseph.kelly@thyssenkrupp.com">joseph.kelly@thyssenkrupp.com</a>
Everett	917 134th St SW Ste A8	Everett, WA 98204	425.438.0309 877.615.4204	Quinn, Terry	<a href="mailto:Terry.Quinn@thyssenkrupp.com">Terry.Quinn@thyssenkrupp.com</a>
Fargo	3021 39th St. S.W., Ste B	Fargo, ND 58104	701-232-2673	Boe, Dustin/Andrys, Starlin	<a href="mailto:Dustin.Boe@thyssenkrupp.com">Dustin.Boe@thyssenkrupp.com</a>
Fresno	4720 W Jennifer Avenue, Suite 101	Freno, CA 93722	559.277.3064	Opfer, Daniel	<a href="mailto:daniel.opfer@thyssenkrupp.com">daniel.opfer@thyssenkrupp.com</a>
Ft. Collins	2415 E Mulberry St Suite #6,	Fort Collins, CO 80524	970-221-1744	Spence, David F.	<a href="mailto:David.Spence@thyssenkrupp.com">David.Spence@thyssenkrupp.com</a>

Ft. Lauderdale	2801 W MCNAB RD	Pompano Beach, FL 33069	954-971-6500	O'Connell, Andrew	<a href="mailto:Andrew.OConnell@thyssenkrupp.com">Andrew.OConnell@thyssenkrupp.com</a>
Ft. Myers	2829 Cargo St.	Ft. Myers, FL 33916	239-334-2511	Kelley, Jack;	<a href="mailto:jack.kelley@thyssenkrupp.com">jack.kelley@thyssenkrupp.com</a>
Ft. Worth	2951 Suffolk Dr., Ste. 680	Ft. Worth, TX 76133	817-922-9590	Clothier, Patricia	<a href="mailto:trish.clothier@thyssenkrupp.com">trish.clothier@thyssenkrupp.com</a>
Gainesville	4330 S.W. 29th Ave.	Gainesville, FL 32608	352-376-2241	Benoit, Danny	<a href="mailto:daniel.benoit@thyssenkrupp.com">daniel.benoit@thyssenkrupp.com</a>
Grand Rapids	1940 Turner Ave, NW, Suite B	Grand Rapids, MI 49504	616-942-4710	Mach, Rory	<a href="mailto:rory.mach@thyssenkrupp.com">rory.mach@thyssenkrupp.com</a>
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\*\*\*For tracking purposes all requests or questions need to go directly through the National Accounts dedicated Equals contacts\*\*\*

Jeff Jaudes : [Jeff.Jaudes@thysenkrupp.com](mailto:Jeff.Jaudes@thysenkrupp.com) - 972-365-6128  
Jamie Blackman : [Jamie.Blackman@thysenkrupp.com](mailto:Jamie.Blackman@thysenkrupp.com) - 770-799-0478

October 1, 2018

Mr. Scott Silitsky  
thyssenkrupp Elevator Corporation  
210 N. University Drive, Suite 804  
Coral Springs, FL 33071

**RE: thyssenkrupp Elevator Corporation/Risk ID No. 910500503  
Experience Modification Rate (EMR) Verification**

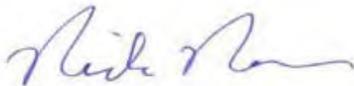
Dear Scott:

This will serve to confirm the current and past experience modification rate (EMR) for thyssenkrupp Elevator Corporation is as follows:

<u>Effective Date</u>	<u>EMR</u>
10/01/14 – 10/01/15	.71
10/01/15 – 10/01/16	.77
10/01/16 – 10/01/17	.76
10/01/17 – 10/01/18	.80
10/01/18 – 10/01/19	.80

Should you have any questions, please do not hesitate to call me. Thank you.

Regards,



Nick Noren, CPCU, ARM  
Assistant Vice President  
Risk Solutions Practice

Cc: Helen Chen, Senior Vice President

Willis Towers Watson  
233 South Wacker Drive  
Suite 1800  
Chicago, IL 60606

T +1 312 288 7444  
W [willistowerswatson.com](http://willistowerswatson.com)  
Willis of Illinois, Inc

# Firefighter's Service Operation



## In Case of Fire...

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

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

### How Does It Work?

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

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

(more) 

**ThyssenKrupp Elevator**  
Americas Business Unit



# Firefighter's Service

## What Are The Benefits?

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

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

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

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

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

# JEFF JAUDES, CEI

♦ (Cell) 972-365-6128

[jeff.jaudes@thyssenkrupp.com](mailto:jeff.jaudes@thyssenkrupp.com)

3100 Interstate N Cir SE

Suite 500

Atlanta, GA 30339

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## National Account Manager

Government Contract  
Group Purchasing Organizations  
Group Product Sales

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### PROFESSIONAL EXPERIENCE

ThyssenKrupp Elevator Company, Frisco, Texas

**2009- present**

- **National Account Manager: Sales and support of our National accounts portfolios including construction, modernization and service.**
- **Managing all government and GPO contracts Nationally.**

**JOHNSON CONTROLS, Richardson, Texas (Contract Project: HP)**

**2006- 2009**

**General Manager: Sustaining Engineers, Operations Manager**

- **SME elevators and vertical transportation systems/contracts.**
- **Special projects and BDM support.**

**JOHNSON CONTROLS, Plano, Texas (Contract Project: JCPenney)**

**2001 – 2006**

**Senior Project Manager/Vertical Transportation 2003 – 2006**

- Responsible for site training, coaching, scheduling, motivation, evaluation, and mentoring.
- Service/maintenance for 3,000 plus elevators/escalators at over 900 locations including vendor compliance, site quality, auditing, and overall project management.

**Assistant Director of Operations**

**2001 – 2003**

- Responsible for all field operations across the country including safety coordination, contract compliance, and implemented direct supervision of over 150 field employees.
- Prepared Budget and ensured it was in compliance with implementation by line item.

**VERTICAL INSPECTION SERVICES, INCORPORATED, Richardson, Texas**

**1998 – 2001**

**Owner/Operator**

- Performed duties of consultant for elevator safety inspections, elevator consulting, sales, contract negotiations, staffing, code compliance/safety, and project management.
- Handled the day-to-day business including marketing, record keeping, account data, financial management, inventory control, and overall maintenance.

**DOVER ELEVATOR, Dallas, Texas**

**1994 – 1998**

***National Technical Services Manager***

**1997 – 1998**

- Duties included service/sales support for non-OEM equipment, printed circuit board repair lab, inventory, technical training/development, and engineering field/product development.
- Supervised 10 Engineers, six Tech Writers, and 5 in administration plus facilities/project management, human resources, and application review/systems consulting.

***Service Manager***

**1996 – 1997**

- Serviced/repaired operations for the north Texas territory, supervised 66 field service staff, performed budget assessments/compliance, and managed service/repair Department.

***Sales Manager***

**1994 – 1996**

- Sold services, modernization, repairs, and installations, responsible for construction sales and project management, also contract negotiations, and project material acquisitions.
- Conducted job surveys, prepared/implemented budgets, and developed the sales force.

**SCHINDLER ELEVATOR, Dallas, Texas**

**1982 – 1994**

***Superintendent***

**EDUCATION, LICENSE, AND CERTIFICATIONS**

Certified Elevator Inspector NAESA International 2007-Present

Certification Number C-3686

Licensed Elevator Mechanic: IUEC 1984

# MicroLight® Electronic Door Edge



## Safeguard Passengers with the Latest Technology

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



### Safety First

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

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

### Features and Benefits:

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

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

**ThyssenKrupp Elevator**  
Americas Business Unit





# TAC50M Digital Controller



## Perfection in performance.

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

### Energy efficiency.

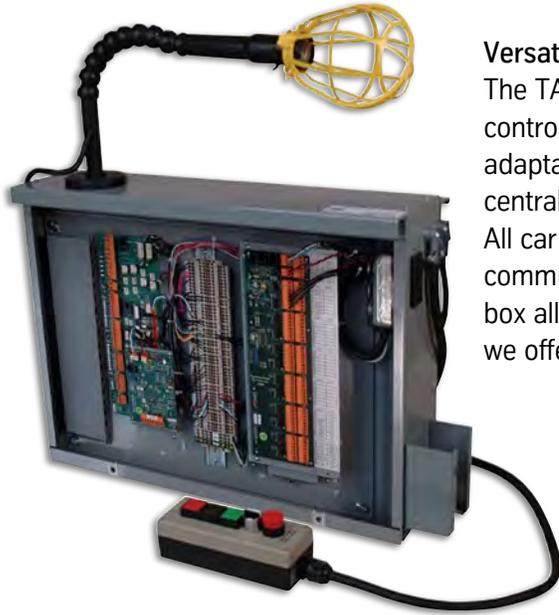
ThyssenKrupp Elevator's 10K Drive™ System is regenerative starting at 30HP, meaning that it recycles unused electricity. In fact, the VVVF system is so energy efficient that its "power factor" approaches 1.0, the perfect operating condition. The power factor is important because it is a measure of how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

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

**ThyssenKrupp Elevator**  
Americas Business Unit



# TAC50M Digital Controller



## Car Top Interface

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

## Versatility.

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

## Choose ThyssenKrupp.

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



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

## Machine Room Box



## 6 ft. Standard Front Entry Cabinet

## Appendix B: PRODUCT / SERVICES SPECIFICATIONS

### Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Elevator, Escalator and Moving Walkway Equipment, Installation, Service and Repair. This includes elevators, escalators, moving walks, handicap lifts, dumbwaiter lifts, and the modernization, service, installation, and repair of such items.

Multiple solutions may be utilized under this contract to include but are not limited to:

- **Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where Purchasing Group Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.
- **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, labor and installation to a properly operating status. Generally, this is the most desirable solution because Purchasing Group Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors
- **Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Purchasing Group Members' needs.

### Industry Standards:

The specifications or solutions for this RFP shall be those accepted guidelines set forth by the Elevator, Escalator and Moving Walkway Equipment, Installation, Service and Repair industry, as they are generally understood and accepted within that industry across the nation.

Deviations from industry standards must be identified by the respondent and explained how, in their opinion, the equipment/products and services they propose will render equivalent or better functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

Proposers must supply sufficient information to:

- Validate the respondent's capability to adhere to applicable code and safety standards for the industry
- Demonstrate the respondent's ability to be compliant with environmental regulations, and firefighter's emergency operations monthly operation, including necessary documentation
- Demonstrate the respondent's knowledge of industry standards and purchasing group members needs and expectations
- Identify the equipment/products and services being proposed as applicable to the needs and expectations of purchasing group members
- Differentiate equipment/products and services from other industry manufacturers and providers

### Delivered and operational:

Products/equipment offered herein are to be proposed based upon being delivered and operational at the Purchasing Group Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the proposal.

## Appendix C: PRICING

### Attachment B

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Please submit price lists and/or catalogs in excel or delimited format and provide a signed PDF copy for verification purposes.

Pricing must be entered into each worksheet within the Attachment B as follows:

#### Core Price List

- Respondents are encouraged to include all high-volume products/services within the scope of this RFP they deem are necessary to show a complete Core Price List
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC

#### Labor

- Respondents must provide any applicable labor costs that will be charged in addition to other pricing or services listed.
- State, City or regional pricing is allowed and must be specified for each region. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states
- Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked.
- Recognized holidays which are eligible for overtime rates all day include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve. Any deviations to these recognized holidays must be specified in the response.

#### Other Pricing

- In addition to prices offered in the Core Price List, respondents shall provide a calculation for pricing on all other products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, delivery, tech support, training, and other services not already included in the Core Price list should be provided in this worksheet

#### Other Discounts

- List additional rebates, discounts off list, delivery size incentives or other price discounts not already provided in the other worksheets

### Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

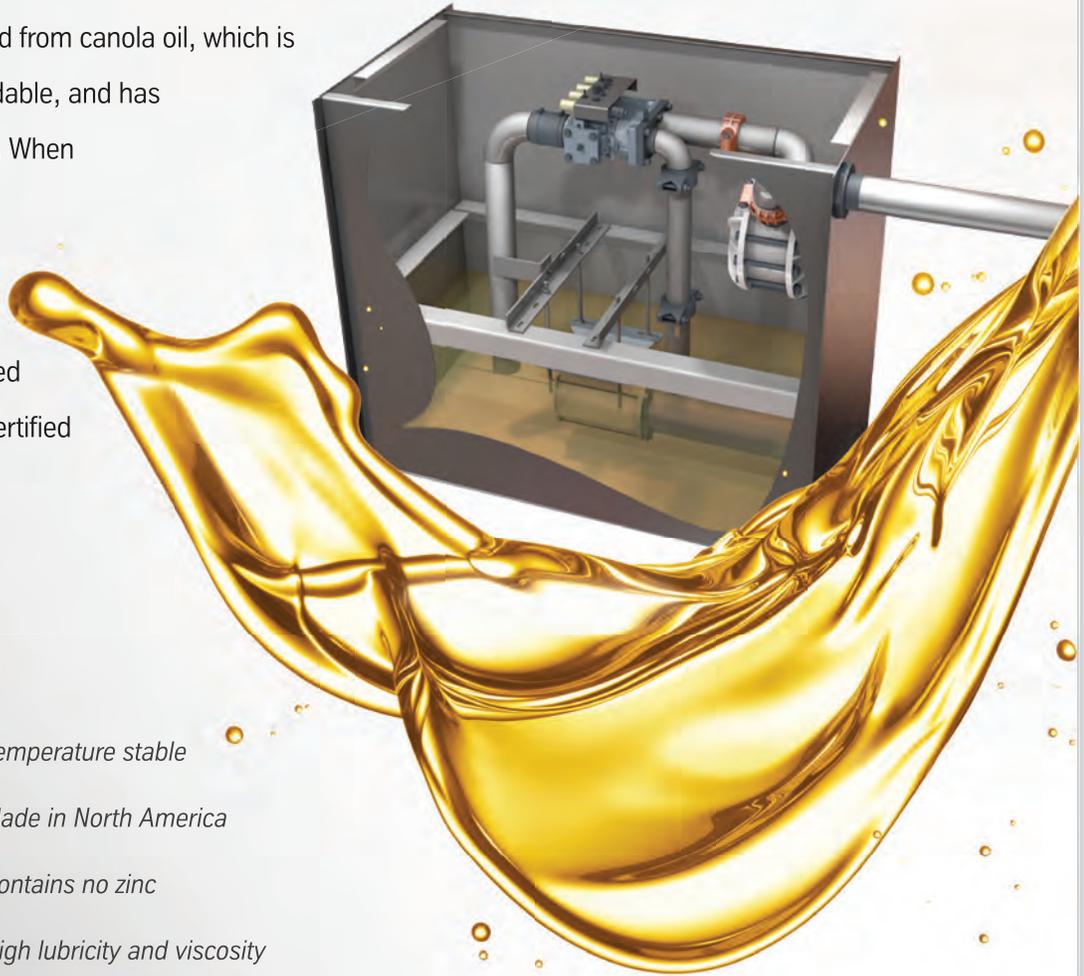
**Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

# ENVIROMAX

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

- *USDA BioPreferred with 92% Biobased Content*
- *95% petroleum free*
- *100% recyclable*
- *Readily biodegradable*
- *Rapidly renewable*
- *Energy conserving and cost saving*
- *Temperature stable*
- *Made in North America*
- *Contains no zinc*
- *High lubricity and viscosity*



ThyssenKrupp Elevator Americas



ThyssenKrupp



## Make A Lasting Impression!

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

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

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

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



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

**ThyssenKrupp Elevator**  
Americas Business Unit







## The Smart Choice

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

## Flexibility and Performance

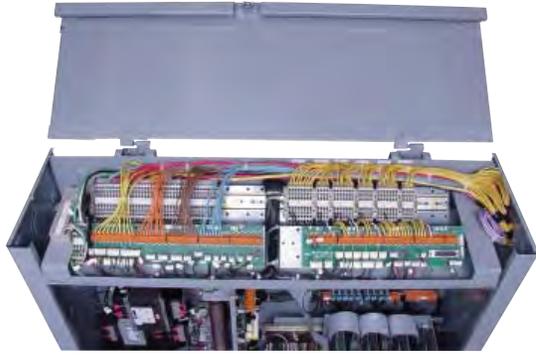
The flexible design of the TAC22 control system makes it compatible with existing door operators, power units, signal fixtures and other major components. Whether upgrading only the controller or replacing the entire elevator system, the TAC22 offers an economical solution. And with improved, more efficient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

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

**ThyssenKrupp Elevator**  
Americas Business Unit



# TAC22



## Intelligent Monitoring

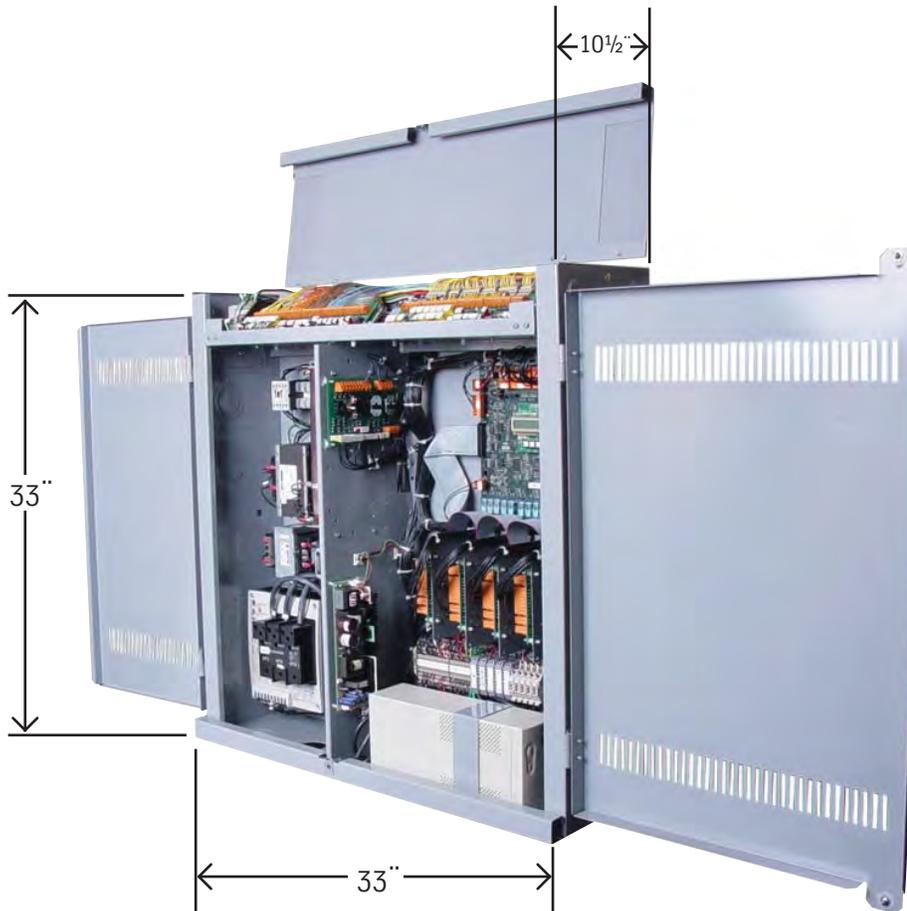
ThyssenKrupp Elevator's computer-based Intelligent Monitoring System [IMS] offers building managers and service technicians the opportunity to monitor elevator actions from anywhere in the building. Through IMS, you can view historical traffic data, run reports and view activities in real-time. IMS increases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

## Planning for Your Future

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

## Superior Products, Superior Service

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



# Solid State Starters



## Minimize Power Surges

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

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

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

### Benefits:

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

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

**ThyssenKrupp Elevator**  
Americas Business Unit



# Solid State Starters

Choose the ThyssenKrupp Elevator Solid State Starter for your application.

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

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

# LED RETRO KIT

## DOWNLIGHT

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

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

### Features

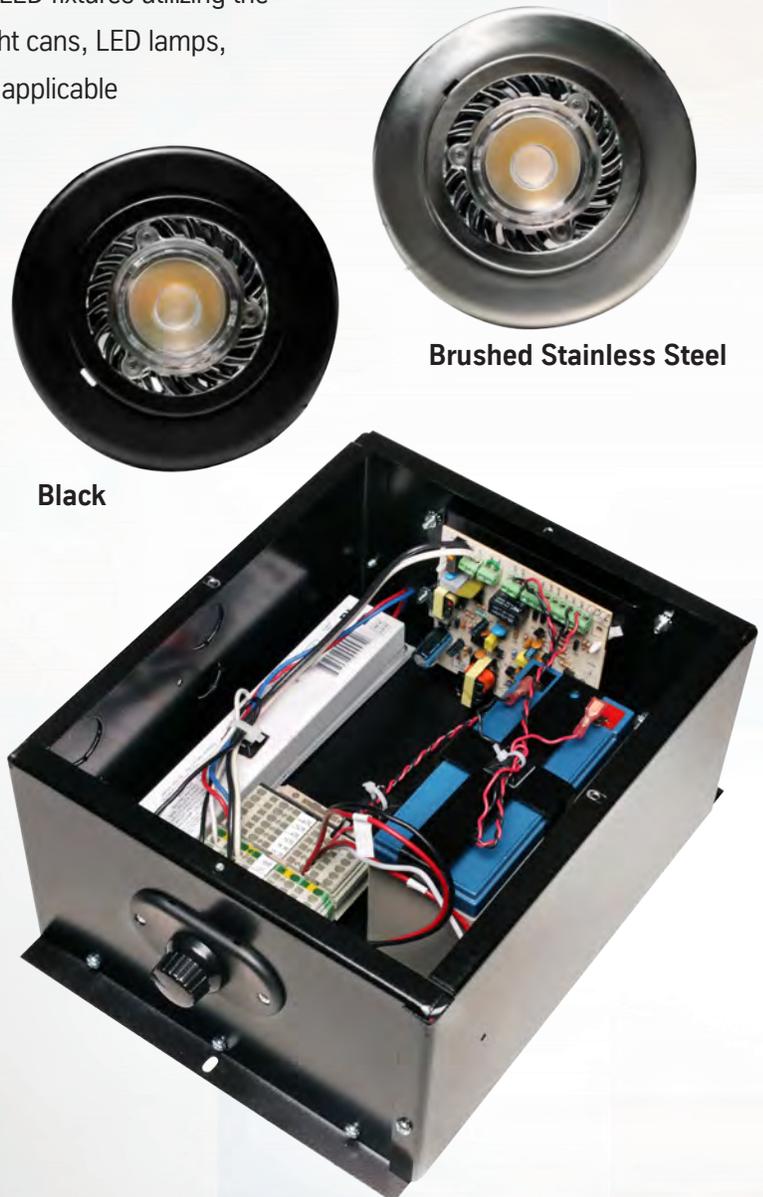
- Fits 2½" to 2¾" hole size
- Lasts 90% longer than halogens, with a life expectancy of 50,000 hours
- Mercury free
- No UV light
- Resistant to vibration and shock

### Benefits

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

### Product Details

Wattage	4.3 W
LED Color	3500k or 4100k
CRI	>80
Luminous Density	260 lm
Efficacy	60 lm/W @ 12V DC



Black

Brushed Stainless Steel

October 2, 2017

Mr. Scott Silitsky  
thyssenkrupp Elevator Corporation  
210 N. University Drive, Suite 804  
Coral Springs, FL 33071

**RE: thyssenkrupp Elevator Corporation/Risk ID No. 910500503  
Experience Modification Rate (EMR) Verification**

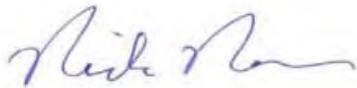
Dear Scott:

This will serve to confirm the current and past experience modification rate (EMR) for thyssenkrupp Elevator Corporation is as follows:

<u>Effective Date</u>	<u>EMR</u>
10/01/13 – 10/01/14	.67
10/01/14 – 10/01/15	.71
10/01/15 – 10/01/16	.77
10/01/16 – 10/01/17	.76
10/01/17 – 10/01/18	.75

Should you have any questions, please do not hesitate to call me. Thank you.

Regards,



Nick Noren, CPCU, ARM  
Assistant Vice President  
Risk Solutions Practice

Cc: Helen Chen, Senior Vice President

Willis Towers Watson  
233 South Wacker Drive  
Suite 1800  
Chicago, IL 60606

T +1 312 288 7444  
W [willistowerswatson.com](http://willistowerswatson.com)  
Willis of Illinois, Inc



# New Installation Proposal

January 4, 2013

Purchaser:	Purchaser Name	Project Name:	Project Name
Address:	Purchaser Address	Project Address:	Project Address
City/State/Zip:	Purchaser City/State/Zip	City/State/Zip:	Project City/State/Zip

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

## VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

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

## CLARIFICATIONS TO ARCHITECTURAL PLANS DATED AND SPECIFICATION SECTION #

1. Enter Clarifications

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

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

Sincerely,

*[Enter Your Name]*

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

## THYSSENKRUPP ELEVATOR SPECIFICATION SUMMARY

**Project:** Click here to enter text.

<p>Units in Estimate: Click here to enter text.</p> <p>Units in Bank: Click here to enter text.</p> <p>Product: Choose an item.</p> <p>Series: Choose an item.</p> <p>Application: Choose an item.</p> <p>Loading Class: Choose an item.</p> <p>Capacity: Choose an item. lbs.</p> <p>Speed: Choose an item. FPM</p> <p>Travel: ## ft ## in</p> <p>Future Travel: ## ft ## in</p> <p>Stops: ## (## front, ## rear)</p> <p>Doors: Choose an item.</p> <p>Power Supply: Choose an item. Volts, 60 Hz</p> <p>HP: Choose an item.</p>	<p>Opening Size: Choose an item.</p> <p>Clear Ceiling Height: Choose an item.</p> <p>Clear Inside Cab Width: Choose an item.</p> <p>Clear Inside Cab Depth: Choose an item.</p> <p>Hoistway Width: Choose an item.</p> <p>Hoistway Depth: Choose an item.</p> <p>Pit Depth: Choose an item.</p> <p>Overhead: Choose an item.</p> <p>Machine Room Location: Choose an item.</p> <p>Controller: Choose an item.</p> <p>Emergency Power: Choose an item.</p> <p>Jack Type: Choose an item.</p> <p>Seismic Equipment: Choose an item.</p>	
<p><b>Cab</b></p> <p>Cab Type: Choose an item.</p> <p>Panel Type: Choose an item.</p> <p>Panel or Wall Finish: Choose an item.</p> <p>Cab Base: Choose an item.</p> <p>Base Frieze, Reveal: Choose an item.</p> <p>Front Return, Transom: Choose an item.</p> <p>Cab Doors: Choose an item.</p> <p>Canopy: Choose an item.</p> <p>Ceiling: Choose an item.</p> <p>Ceiling Finish: Choose an item.</p> <p>Lighting: Choose an item.</p> <p>Cab Sill: Choose an item.</p> <p>Handrail Type: Choose an item.</p> <p>Handrail Finish: Choose an item.</p> <p>Handrail Location: Choose an item.</p> <p>Handrail Row Quantity: Choose an item.</p> <p>Protective Pads: Choose an item.</p> <p>Cab Finished Floor: Choose an item.</p>	<p><b>Car Fixtures</b></p> <p>Type: Choose an item.</p> <p>Finish: Choose an item.</p> <p>Fixtures Included: Choose an item., Car Position Indicator, Choose an item.</p> <p><b>Hall Fixtures</b></p> <p>Type: Choose an item.</p> <p>Finish: Choose an item.</p> <p>Fixtures Included: Hall Stations, Choose an item., Choose an item.</p> <p><b>Limited Access Provisions</b></p> <p>Type: Choose an item.</p>	<p><b>Entrance Doors</b></p> <p>## Choose an item.</p> <p><b>Entrance Frames</b></p> <p>## Choose an item.</p> <p><b>Entrance Sills</b></p> <p>## Choose an item.</p> <p><b>New Product Service</b></p> <p>Choose an item. months; 24 hour service available, Overtime call-backs are Choose an item.</p>
<p><b>Additional Features:</b> Two Speed Fan, Automatic Fan/Light Shutdown, Vista Remote Monitoring, Fire Service Provisions, Hoistway Access at Top &amp; Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder</p>		

**GENERAL TERMS AND CONDITIONS**

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

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

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

Scope of Work	Hourly Rate
Expedited Installation Hourly OT Rate (Up to 100 Team* Hours):	\$190/Team Hour
Hourly Team Rate for Out-of-Scope Work during Normal Hours:	\$224/Team Hour
Hourly Team Rate for Out-of-Scope Work during OT Hours:	\$404/Team Hour
Hourly Mechanic Rate for Out-of-Scope Work Normal Hours:	\$116/Man Hour
Hourly Mechanic Rate for Out-of-Scope Work OT Hours:	\$216/Man Hour

*\* Team = one (1) mechanic and one (1) apprentice*

Be advised of the following approximate lead-times in effect as of the date of this proposal.

Preparation of layout drawings upon receipt of subcontract and plans: <i>(Additional Time Required for Cab, Signal, Entrance If Applicable)</i>	## Weeks
Approval of layout drawings by purchaser:	Varies
Fabrication time: <i>(From receipt of all approvals, fully executed contract, material release form and PPE payment)</i>	## Weeks
Installation of elevator system: <i>(After completion of all required preparatory work by others)</i>	## Weeks

## WORK NOT INCLUDED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Conventional Hydraulics Only

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

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

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

#### Machine Roomless Applications Only

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

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

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

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

#### Traditional Traction Elevators Only

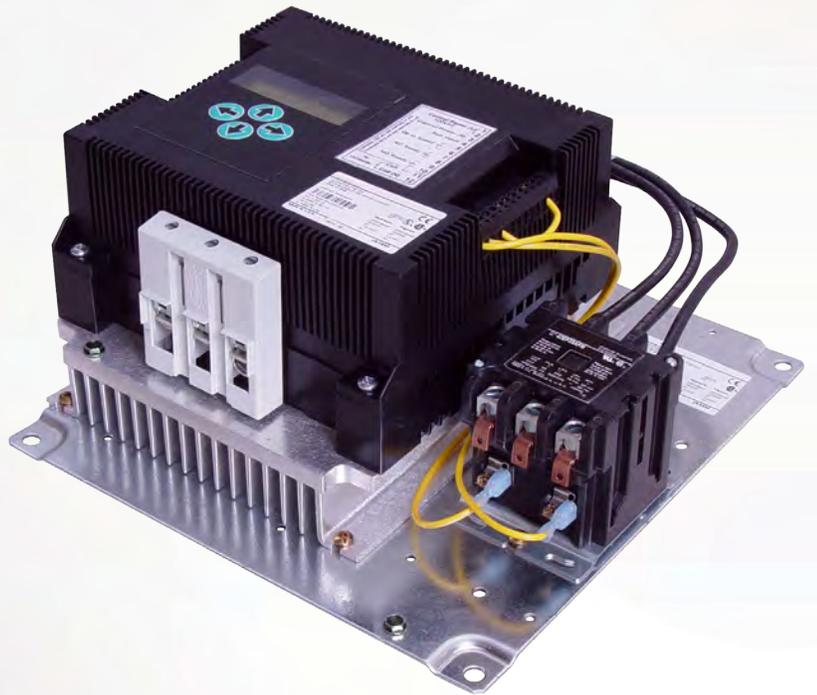
Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.

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

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

# SOLID STATE STARTERS

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



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

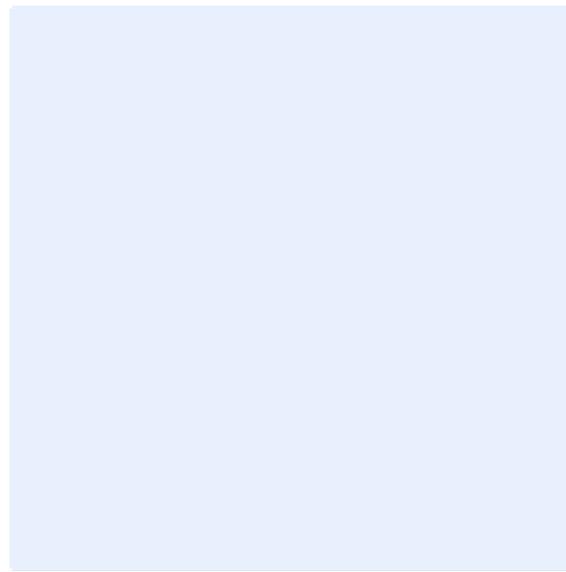


# Modernization Proposal

January 28, 2015

Purchaser: Purchaser Company Name      Project Location: [Enter Building Name]  
Address: [Enter Street Address]      Project Address: [Enter Street Address]  
City/State/Zip: [Enter City, State Zip]      City/State/Zip: [Enter City, State Zip]

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



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

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

## SCOPE OF WORK

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

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

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

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

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

## OUR PRODUCTS AND THE ENVIRONMENT

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

## VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

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

## JOBSITE SPECIFIC CONDITIONS

1. Sample Text
2. Sample Text
3. Sample Text
4. Sample Text
5. Sample Text
6. Sample Text
7. Sample Text

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

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

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

## **INSTALLATION SEQUENCE AND SCHEDULE**

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

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

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

## **WORK NOT INCLUDED**

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

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

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

## **ASBESTOS AND SAFETY**

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

## **PAYMENT TERMS**

This Proposal is based on the following payment terms:

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

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

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

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

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

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

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

## **TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION**

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

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

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

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

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

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

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

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

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

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

## **WARRANTY**

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

## **TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACCEPTED:**

**Purchaser Company Name**

By: \_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Printed or Typed Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ThyssenKrupp Elevator Corporation**

Street Address  
City, State & Zip

By: \_\_\_\_\_  
(Signature of TKE Representative)

Enter Your Name  
(000) 000-0000

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ThyssenKrupp Americas** Energy Calculator

Basic Information			Default Calculations:		Scenario A Equipment		Scenario B Equipment	
Building Type: Office			Application:		G geared		G geared	
Number of Floors Above Lobby: 1			Drive Type:		MG		MG	
Number of Elevators: 1			Capacity (lbs):		2000		2000	
Currency: United States Dollar			Speed (fpm):		350		350	
Cost per Kilowatt Hour: 0.0999 USD			Cab Lighting:		Incandescent		Incandescent	
Annual Number of Starts: 0			Auto Light Shut-Off:		No		No	
			Auto Exhaust Fan Shut-Off:		No		No	
Results: Scenario A			Scenario A / B Difference		Results: Scenario B			
	KWH (Annually)	Annual Cost				KWH (Annually)	Annual Cost	
Cab Exhaust Fan	0	\$ 0			Cab Exhaust Fan	0	\$ 0	
Cab Lighting	0	\$ 0			Cab Lighting	0	\$ 0	
Machine Room Cooling	0	\$ 0			Machine Room Cooling	0	\$ 0	
Total Energy Consumption	0	\$ 0			Total Energy Consumption	0	\$ 0	
					<b>Potential Savings</b>	<b>0</b>	<b>\$ 0</b>	

Heat Load: Scenario A			Heat Load: Scenario B		
	BTU/hr.	CFM		BTU/hr.	CFM
Controller					
Machine Ro					
Transformer					
Heat Load					

**Optimized**

**Customer**

Building A  
Building Adc  
City , State  
Zip  
Title: Title  
Owner: Own  
Reference N

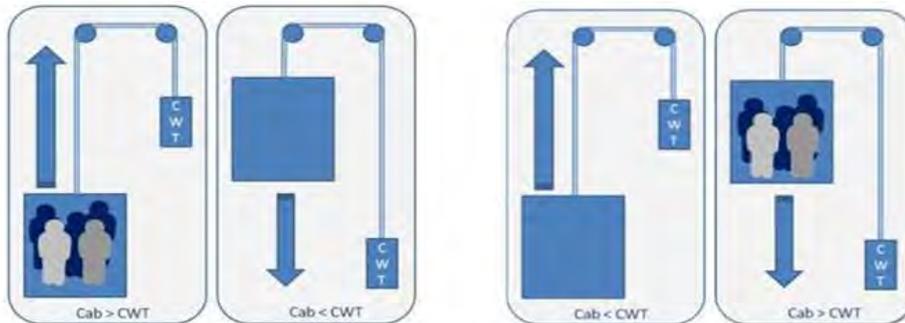
**Input Energy Calculator Snapshot of Proposed Modernization here:**  
**-Download Energy Calculator to your computer from TEnet**  
**-Run Energy Simulation comparing existing equipment to proposed equipment.**  
**-Use the Advanced Section with the password "thyssen"**  
**-Click View Results**  
**-Click Export Results**  
**-An image file of the energy calculation will be placed on your desktop. Insert that image here.**

**OUR COMMITMENT TO ENERGY EFFICIENCY**

We utilize gravity to regenerate power for your building.

The largest impact of an elevator’s life cycle is during its use-phase (after installation is complete) when it is sitting idle with the lights on. Our efforts to promote an automatic light/fan shut off feature for all currently installed and new products has helped us target this inefficiency with tools like our energy calculator and modernization products.

The impact that the elevator industry can have on the efficiency of the built environment is astonishing when we realize the potential improvement in updated motor, drive and controller technology can increase energy efficiency rates up to 72%. If elevators use up to 8% of a total building’s energy and building use 42% of the energy in the U.S. that is quite the potential impact for one industry. Regenerative drive technology and motor efficiency controllers are just a few more ways ThyssenKrupp can help our customers improve their bottom-line while also helping our planet. Elevators can generate up to 40% of their energy consumption for use by the building.



**CONSUMING ENERGY**

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

**REGENERATING ENERGY**

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

**OUR COMMITMENT TO LEED**

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

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

### LEED for Existing Buildings Operations & Maintenance

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

### BROCHURE LIBRARY

### TRACTION MODERNIZATION by the numbers

ThyssenKrupp Elevator Americas

### Modernization Solutions

#### ThyssenKrupp Elevator's Geared to Gearless Systems

ThyssenKrupp Elevator Americas

### Modernization Solutions

#### ThyssenKrupp Elevator's HYpower System

ThyssenKrupp Elevator Americas

### Destination Dispatch

# smart move

ThyssenKrupp Elevator Americas

# TAC 50

THYSSENKRUPP ELEVATOR'S MOST ADVANCED ELEVATOR CONTROL SYSTEM

ThyssenKrupp Elevator Americas Business Unit

### TAC32 Hydraulic Controller

#### The Art of Performance

ThyssenKrupp Elevator's advanced controller for hydraulic elevators offers increased reliability, increased safety and optimized efficiency through its 32-bit microprocessor. The TAC32 is built into panels at a US manufacturing facility.

ThyssenKrupp Elevator Americas

ThyssenKrupp Elevator Americas

### TKenhance

#### MOD Buffers

ThyssenKrupp Elevator Americas

## SUSTAINABLE SOLUTIONS FOR EXISTING ELEVATORS AND ESCALATORS

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Battery Lowering Kit

#### No Power? No Problem.

ThyssenKrupp Elevator's Battery Lowering Kit is a safe, reliable solution for lowering elevators in the event of a power outage. It allows the elevator to be lowered to the next floor or to the ground floor, ensuring the safety of passengers and the protection of property.

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Car Doors

#### Make A Lasting Impression

ThyssenKrupp Elevator's Car Doors are designed to provide a safe and secure environment for passengers. They are available in a variety of finishes and colors to match your building's interior.

One-Speed	Two-Speed	Center-Opening
Open for 10 seconds	Open for 10 seconds	Open for 10 seconds

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Car Top Rail Kit

#### A safe service area.

ThyssenKrupp Elevator's Car Top Rail Kit is a safe and secure solution for protecting passengers from falling objects. It is available in a variety of finishes and colors to match your building's interior.

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Cross Assignment Panel

#### Innovation at its Best!

ThyssenKrupp Elevator's Cross Assignment Panel is a safe and secure solution for protecting passengers from falling objects. It is available in a variety of finishes and colors to match your building's interior.

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Door Restrictor Clutch Kits

#### Be safe!

ThyssenKrupp Elevator's Door Restrictor Clutch Kits are a safe and secure solution for protecting passengers from falling objects. They are available in a variety of finishes and colors to match your building's interior.

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Door Restrictors

#### Evacuation Deterrers

ThyssenKrupp Elevator's Door Restrictors are a safe and secure solution for protecting passengers from falling objects. They are available in a variety of finishes and colors to match your building's interior.

ThyssenKrupp Elevator Americas Business Unit

### TKenhance Firefighter's Service Operation

#### In Case of Fire...

ThyssenKrupp Elevator's Firefighter's Service Operation is a safe and secure solution for protecting passengers from falling objects. It is available in a variety of finishes and colors to match your building's interior.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Replacement Governors



**Accurate overspeed control.**  
An advanced governor is essential for a smooth, reliable ride. In a high-rise application, it is vital that the governor reacts to an overspeed condition. It is designed to react quickly to an overspeed condition and to stop the elevator. This is achieved by the governor's ability to react to an overspeed condition and to stop the elevator. This is achieved by the governor's ability to react to an overspeed condition and to stop the elevator.

**TKEinance Replacement Governor** provides an efficient 12 and 12" governor to accommodate a variety of applications, and the new available speed range up to 150 ft/min.

**Benefits:**

- Replaces obsolete governors for cost effectiveness.
- The governor will operate in an elevator for all applications.
- 12" governor is ideal for applications with a speed of 100 ft/min or less.
- 12" governor is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Replacement Governor at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance HD-LM Door Operator



**A Sound Investment in Your Building's Future!**

Do you have older door openers? It's time to invest in a new door opener. The HD-LM Door Operator is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance HD-LM Door Operator** is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Additional benefits include:**

- Quiet-free operation through high quality motor and gears.
- Available in 12 and 12" sizes for all applications.
- Heavy-duty construction for long life.
- Available in 12 and 12" sizes for all applications.

For more information on our TKEinance HD-LM Door Operator, contact us today at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance HLR<sup>3</sup>



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

The integration of TKEinance's innovative LED technology with the stability of the High Light Output LED technology provides a superior lighting solution for your hall lantern. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance HLR<sup>3</sup> features include:**

- High quality LED technology for long life.
- Available in 12 and 12" sizes for all applications.
- Heavy-duty construction for long life.
- Available in 12 and 12" sizes for all applications.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance HLR<sup>3</sup> at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Replacement Jacks



**Upgrading equipment.**  
TKEinance's Replacement Jacks are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Replacement Jacks** are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete jacks for cost effectiveness.
- The jack will operate in an elevator for all applications.
- 12" jack is ideal for applications with a speed of 100 ft/min or less.
- 12" jack is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Replacement Jack at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Load Weigher Kit (Cable Strain Gauge)



**Increase efficiency.**  
TKEinance's Load Weigher Kit is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Load Weigher Kit** is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete kits for cost effectiveness.
- The kit will operate in an elevator for all applications.
- 12" kit is ideal for applications with a speed of 100 ft/min or less.
- 12" kit is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Load Weigher Kit at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance MicroLight<sup>™</sup> Electronic Door Edge



**Safeguard Passengers with the Latest Technology**

TKEinance's MicroLight<sup>™</sup> Electronic Door Edge is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance MicroLight<sup>™</sup> Electronic Door Edge** is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete door edges for cost effectiveness.
- The door edge will operate in an elevator for all applications.
- 12" door edge is ideal for applications with a speed of 100 ft/min or less.
- 12" door edge is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance MicroLight<sup>™</sup> Electronic Door Edge at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Oil Buffers



**A Safety Net for Elevators**

TKEinance's Oil Buffers are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Oil Buffers** are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete buffers for cost effectiveness.
- The buffer will operate in an elevator for all applications.
- 12" buffer is ideal for applications with a speed of 100 ft/min or less.
- 12" buffer is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Oil Buffer at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Power Units



**Optimal hydraulic performance.**  
TKEinance's Power Units are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Power Units** are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete power units for cost effectiveness.
- The power unit will operate in an elevator for all applications.
- 12" power unit is ideal for applications with a speed of 100 ft/min or less.
- 12" power unit is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Power Unit at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Roller Guides



**Improve ride quality and eliminate noise.**  
TKEinance's Roller Guides are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Roller Guides** are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete roller guides for cost effectiveness.
- The roller guide will operate in an elevator for all applications.
- 12" roller guide is ideal for applications with a speed of 100 ft/min or less.
- 12" roller guide is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Roller Guide at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance SmartTech II



**Make it Dressed Loop!**

TKEinance's SmartTech II is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance SmartTech II** is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete SmartTech II units for cost effectiveness.
- The SmartTech II will operate in an elevator for all applications.
- 12" SmartTech II is ideal for applications with a speed of 100 ft/min or less.
- 12" SmartTech II is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance SmartTech II at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance Spring Buffers



**A safety net for elevators.**

TKEinance's Spring Buffers are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance Spring Buffers** are designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete spring buffers for cost effectiveness.
- The spring buffer will operate in an elevator for all applications.
- 12" spring buffer is ideal for applications with a speed of 100 ft/min or less.
- 12" spring buffer is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance Spring Buffer at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit

### TKEinance TAC50M Digital Controller



**Perfection in performance.**  
TKEinance's TAC50M Digital Controller is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**TKEinance TAC50M Digital Controller** is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance. It is designed to provide superior service, long and reliable performance.

**Benefits:**

- Replaces obsolete digital controllers for cost effectiveness.
- The digital controller will operate in an elevator for all applications.
- 12" digital controller is ideal for applications with a speed of 100 ft/min or less.
- 12" digital controller is ideal for applications with a speed of 100 ft/min or less.

When you order parts from TKEinance, you can be assured that the parts you receive will be of the highest quality. Contact us today for more information on our TKEinance TAC50M Digital Controller at 877-255-8222.

ThyssenKrupp Elevator Americas Business Unit



## Optimal hydraulic performance.

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

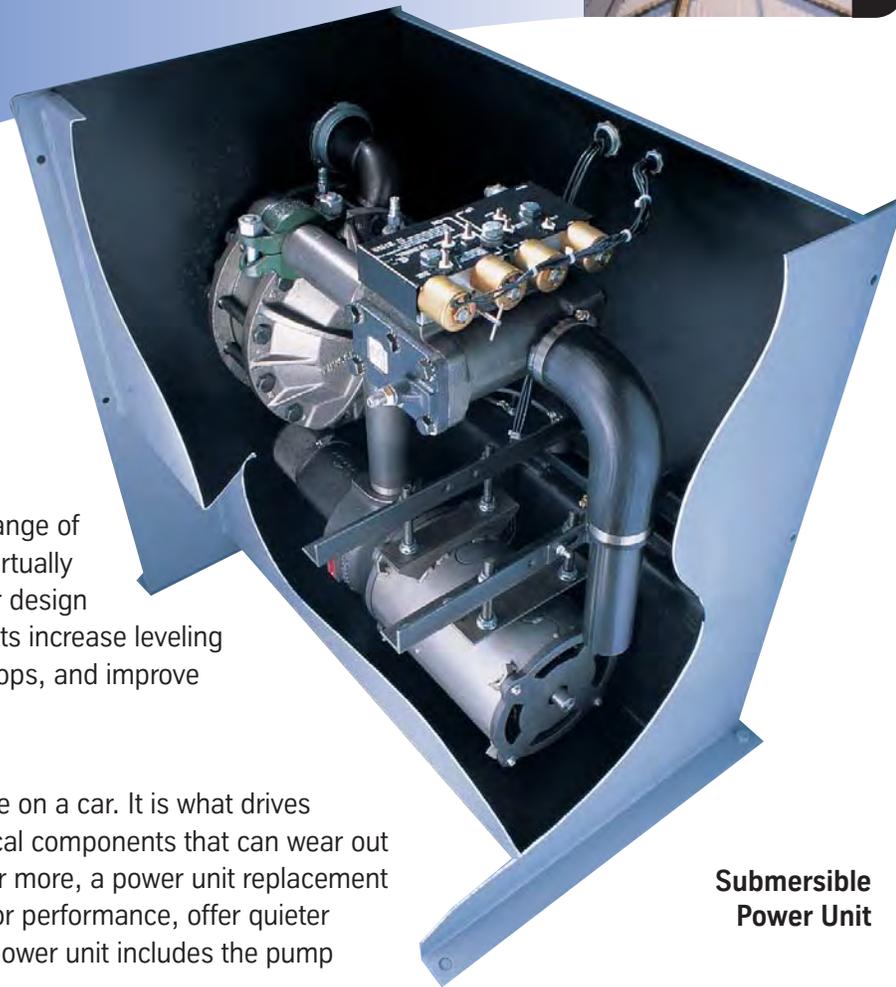
### Why upgrade?

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

### Manufactured with Precision.

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

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



**Submersible  
Power Unit**

**ThyssenKrupp Elevator**  
Americas Business Unit



# Power Units

## Highest Quality Standards

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



I-2 Valve

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



Silencer



I-3 Valve

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

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

## Compact and quiet.

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

## Ultimate in speed and travel.

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



Dry Power Unit

## Power Range Data

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

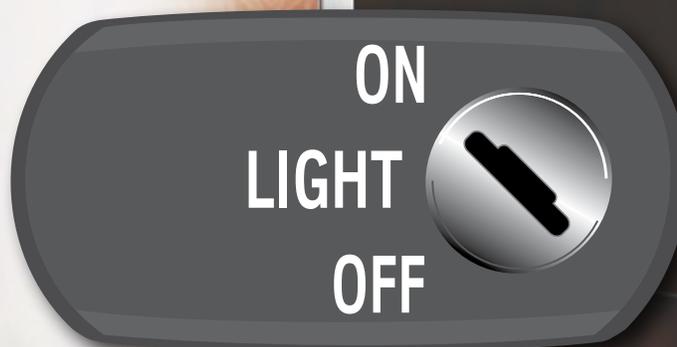
When you order from ThyssenKrupp, you can rest assured that you have a product that has been designed for consistent operation and superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

# ECONOLIGHT

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

Econolight is a sustainable solution that eliminates approximately 60% of wasted energy in an idle elevator. Econolight may also be attached to the cab fan to conserve additional energy by shutting it off when the elevator is not in use. With Econolight, energy use could go from 24 hours a day to as little as 9.5 hours a day, reducing CO<sub>2</sub> emissions by 193,000 tons per year.

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



# Elevator Installation Agreement (Sample)

**SUBMITTED TO:** [Customer Name]  
[Street]  
[City, State ZIP]  
*(Hereinafter Purchaser)*

**BY: ThyssenKrupp Elevator**  
[Street]  
[City, State ZIP]  
[Phone]

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

**LOCATION:** [Building Name]  
[Street]  
[City, State ZIP]

**DATE:** [Date]



## DESCRIPTION OF EQUIPMENT

**TYPE OF EQUIPMENT:** One (1) ThyssenKrupp AMEE 21 Twinpost Telescopic Hydraulic Elevators

**CONTROL:** TAC 20-03

**CAPACITY:** 2100 lbs.

**SPEED:** 80 FPM UP

**OPERATION:** Simplex Selective Collective

**TRAVEL:** 16'-0" net travel

**POWER SUPPLY:** 460 V 3Ph 60Hz

**MACHINE LOCATION:** Approximately 20' remote

**OPENINGS:** Two (2) in line

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

**CAR ENCLOSURE:** Standard ThyssenKrupp TKS cab interior with the following features:

1. Steel shell cab walls finished in baked enamel.
2. Standard fluorescent lighting above translucent panels and a baked enamel frame.
3. Baked enamel car door.
4. Brushed stainless steel fronts with aluminum sill.
5. 1 ½" cylindrical stainless steel handrail along rear wall.
6. Flooring by others. (see Job Clarifications below)

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

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

1. ADA-compliant emergency telephone device.
2. Pit ladder
3. Solid state starting
4. Phase I and II Fire Service operation, per ANSI A17.1 (2004)
5. "In the event of fire..." emergency signage on all hall stations.
6. Fireman's phone jack at each car station.
7. Elevator equipment designed for Seismic Zone 2.
8. Independent service operation.
9. Hoistway access at top and bottom landing.
10. Hydro Safe biodegradable hydraulic oil.

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

## SCOPE

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

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

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

**ALTERNATES:**

[No alternates exist]

**CLARIFICATIONS:**

**APPROXIMATE LEAD TIMES**

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

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

**PRICE AND TERMS OF PAYMENT**

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

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

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

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

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

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

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

*Team = One (1) mechanic and one (1) apprentice  
Note: Rates are subject to change after December 31st, 2012*

## HOLE FOR JACK UNIT

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

## MAINTENANCE SERVICE

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

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

## **TEMPORARY SERVICE**

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

## **ACCEPTANCE OF INSTALLATION**

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

## **STORAGE**

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

## **DRAWINGS**

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

## **PAINTING**

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

## **PERMITS, TAXES, AND LICENSES**

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

## **ACCEPTANCE OF PROPOSAL**

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

## **TITLE AND OWNERSHIP**

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

## **WARRANTY**

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

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

## WORK NOT INCLUDED

### *Hoistway and Machine Room.....*

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

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

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

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

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

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

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

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

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

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

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

*Electrical*.....

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

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

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

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

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

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

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

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

*Elevator Cab*.....

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

**SHARED RESPONSIBILITIES**

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

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

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

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

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

## **SPECIAL CONDITIONS**

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

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

**ACCEPTED:**

[Purchasing Company Name]

By: \_\_\_\_\_  
(Signature of Authorized Individual)

\_\_\_\_\_  
(Printed or Typed Name)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ThyssenKrupp Elevator Corporation**

[Street Address]

[City, ST ZIP]

By: \_\_\_\_\_  
(Signature of TKE Representative)

[Name of ThyssenKrupp Elevator Rep]

[Phone Number]

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Title: [Manager's title] Date: \_\_\_\_\_

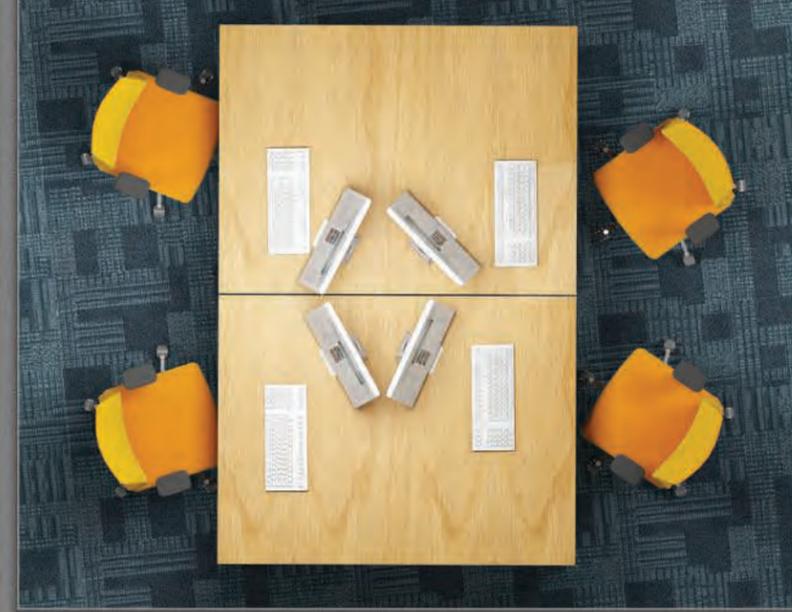
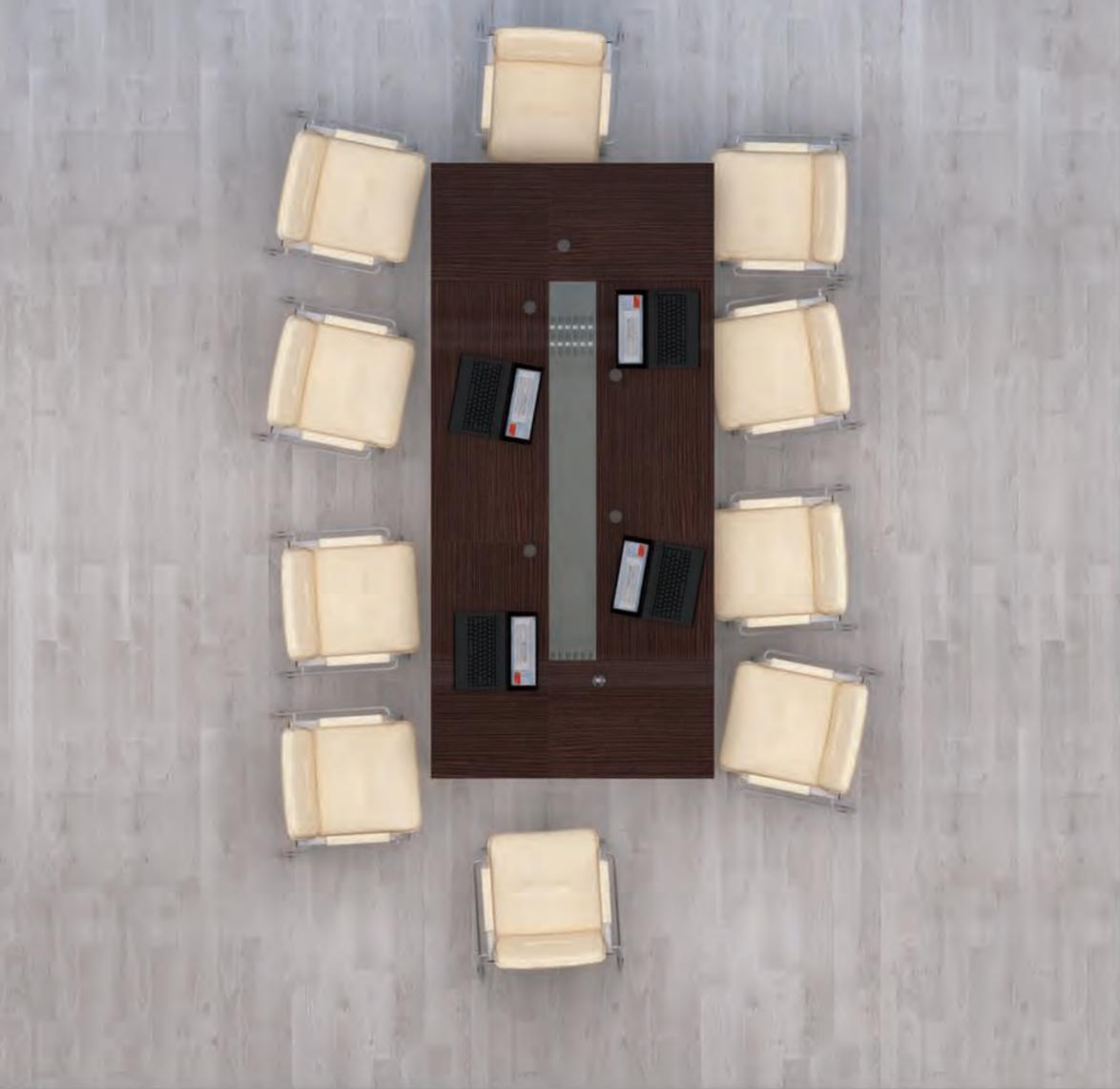


**ENGINEERING  
CONFIDENCE.**

**enduraMRL**

ThyssenKrupp Elevator Americas





# ENGINEERING SIMPLIFIED.

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

**So simplify, because why buy more than you need?**

# SIMPLY MORE SPACE

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

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



DISCONNECTS PROVIDED



CONTROL PANEL IN DOOR JAMB



PUMP UNIT IN PIT

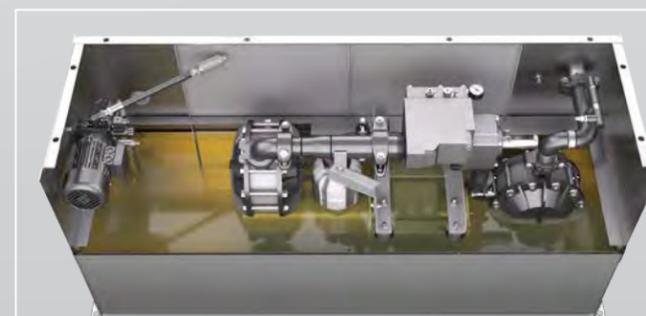


Hydraulic elevators offer an efficient way to move heavier loads, so you aren't limited to lightweight finish options that restrict your interior cab design.

# IT SIMPLY FITS

General contractors can spend fewer hours thinking about the elevator because there is less to build and manage. Choose the **endura MRL** and you can eliminate framing, electrical and HVAC, fireproof doors, as well as the locks and signage required for typical machine rooms or controller closets. You can also eliminate the coordination effort, time and cost.

The **endura MRL** has been designed so you can simplify. You no longer have to provide disconnects, wiring chases or assign coordination and installation tasks to partnering trades. Permanent power and a hoistway is all you need, and we do the rest. It simply fits.



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

## SIMPLY SPEND LESS

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

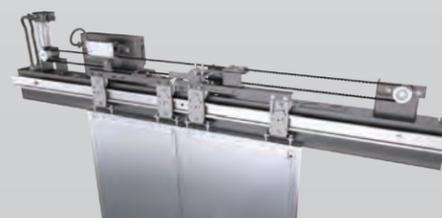
The **endura MRL** uses enviromax, formulated from materials that have minimal effects on the environment. It is a canola-based hydraulic fluid that is readily biodegradable and rapidly renewable. Grown, harvested and processed in North America, you now have an environmentally sound elevator that is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



LED LIGHTING  
AUTOMATICALLY  
SHUTS OFF



UL VALIDATED  
LOW-EMITTING  
CAB INTERIORS



The linear door operator has fewer parts, increases reliability and reduces maintenance costs.

## LIFE CYCLE COSTS ARE SIMPLY CLEAR

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



### enduraMRL

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
\$74,000	\$0	\$91,856	\$165,856



### TRACTION MRL

INITIAL COST	BUILDING COST <sup>1</sup>	MAINTENANCE COST	TOTAL COST
\$90,000	\$2,500	\$173,379	\$265,879

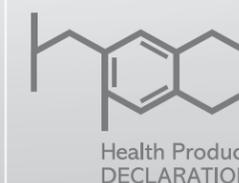


### MACHINE ROOM HYDRAULIC

INITIAL COST	BUILDING COST <sup>2</sup>	MAINTENANCE COST	TOTAL COST
\$69,000	\$6,700	\$91,856	\$167,556

When it comes to energy we understand the importance of using less. Based on national averages and industry operating use standards, the annual energy consumption of a traction unit is approximately \$350 versus \$500 for a like hydraulic unit.

All above information is based on national averages and may not be reflective of your geographical location.  
<sup>1</sup> Cost includes controller closet construction and electrical disconnect.  
<sup>2</sup> Cost includes machine room construction and electrical disconnect.



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

# ThyssenKrupp Elevator Locations

## UNITED STATES OFFICES

<b>Alabama</b> Birmingham 205-945-0062	Jacksonville 904-260-4656 Miami 305-592-7722 Orlando 407-425-3496	<b>Kentucky</b> Lexington 859-252-0386 Louisville 502-266-6014	<b>Nevada</b> Las Vegas 702-262-6775 Reno 775-329-0400	<b>Oregon</b> Eugene 541-683-7848 Portland 503-255-0079	Ft. Worth 817-922-9590 Houston 713-849-2191 Houston Downtown 713-654-7700 Midland 432-683-1488 San Antonio 210-495-8585 Temple 254-778-3741 Tyler 903-533-8844
<b>Alaska</b> Anchorage 907-522-3002	Pensacola/ Mobile Area 850-477-0015 West Palm Beach 561-842-5761	<b>Louisiana</b> Baton Rouge 225-928-1120 New Orleans 504-733-6141	<b>New Jersey</b> Atlantic City 609-567-2333 Cranford 908-497-9297	<b>Pennsylvania</b> Allentown 610-366-0161 King of Prussia 609-567-2333 Philadelphia 215-405-2340 Pittsburgh 412-367-7500 York 717-767-5600	<b>Utah</b> Salt Lake City 801-908-7433
<b>Arizona</b> Phoenix 602-257-0216 Tucson 520-622-2452	Sarasota/ Bradenton 941-753-4787 Tallahassee 850-576-0161 Tampa 813-287-1744 Vero Beach 772-567-0001	<b>Maine</b> Brewer 207-989-3255	<b>New Mexico</b> Albuquerque 505-856-5800	<b>Puerto Rico</b> Puerto Rico 787-708-5605	<b>Virginia</b> Newington 571-642-0530 Norfolk 757-547-9025 Richmond 804-355-9792 Roanoke 540-563-5700
<b>Arkansas</b> Little Rock 501-407-9030	<b>Georgia</b> Atlanta 770-916-0555 Macon 478-475-5438 Marietta 770-916-0555 Savannah 912-354-8800	<b>Maryland</b> Baltimore 410-636-3280 College Park 301-345-6400 Hagerstown 301-739-1314 Ocean City 410-520-0022	<b>New York</b> Buffalo 716-681-7900 Elmsford 914-347-3450 Long Island 631-491-3111 Manhattan 212-947-8800 Rochester 585-359-9290 Syracuse 315-437-7541	<b>Rhode Island</b> Providence 866-989-3555	<b>Washington</b> Everett 425-438-0309 Seattle 425-702-1200 Spokane 509-533-2701 Tacoma 253-566-1751
<b>California</b> Anaheim 714-939-0888 Fresno 559-271-1238 Hayward 510-476-1900 Los Angeles 323-278-9888 Sacramento 916-376-8700 San Diego 619-596-7220 San Francisco 415-544-8150 San Jose 408-392-0910 Santa Barbara 805-967-0131	<b>Hawaii</b> Honolulu 808-834-6300	<b>Massachusetts</b> Boston 617-547-9000	<b>North Carolina</b> Charlotte 704-529-1000 Greensboro 336-272-4563 Raleigh 919-851-8557	<b>South Carolina</b> Columbia 803-798-3895 Greenville 864-675-0096 Myrtle Beach 843-448-2016	<b>West Virginia</b> Charleston 304-342-8115
<b>Colorado</b> Col. Springs 719-548-0211 Denver 303-318-9700 Eagle 970-328-5955 Fort Collins 970-221-1744	<b>Idaho</b> Boise 208-658-0000	<b>Michigan</b> Grand Rapids 616-942-4710 Detroit 734-953-3734	<b>North Dakota</b> Fargo 701-232-2673	<b>South Dakota</b> Sioux Falls 605-332-4950	
<b>Connecticut</b> New Haven 860-828-6672	<b>Illinois</b> Chicago 630-652-4000 Peoria 309-691-2596	<b>Minnesota</b> Duluth 218-624-5566 Minneapolis 612-588-7844	<b>Ohio</b> Cincinnati 513-241-6000 Cleveland 440-717-0080 Columbus 614-895-8930 Toledo 419-666-3304	<b>Tennessee</b> Chattanooga 423-499-2216 Knoxville 865-588-8517 Memphis 901-377-1993	
<b>Florida</b> Ft. Lauderdale 954-971-6500 Ft. Myers 239-334-2511 Gainesville 352-376-2241	<b>Indiana</b> Evansville 812-475-9419 Indianapolis 317-595-1125	<b>Mississippi</b> Jackson 601-922-9400	<b>Oklahoma</b> Okla. City 405-949-1916 Tulsa 918-665-2040	<b>Texas</b> Austin 512-447-9511 Corpus Christi 361-299-0033 Dallas Central 972-785-0505 Dallas 214-303-1389 El Paso 915-595-0171	For a complete list of all the state licensing contractor numbers, please visit <a href="http://www.thyssenkruppelevator.com">www.thyssenkruppelevator.com</a>
	<b>Kansas</b> Kansas City 913-888-8046 Wichita 316-529-2233	<b>Missouri</b> Springfield 417-581-9466 St. Louis 314-991-0800			
		<b>Montana</b> Bozeman 406-587-3895			

## CANADA OFFICES

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

### ThyssenKrupp Elevator

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

Phone (877) 230-0303

[thyssenkruppelevator.com](http://thyssenkruppelevator.com) | version 01.14

All illustrations and specifications are based on information in effect at time of publication approval.

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For more information please visit  
**enduraMRL.com**

## **Appendix A: VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Elevator, Escalator and Moving Walkway Equipment, Installation, Service and Repair ("the products and services").*

### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal: One year** renewals will take place automatically unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

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

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10ESC

member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## **ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments**: The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Progress payments**: Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.4 **Performance and Payment Bonds** (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.5 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.6 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [reporting@equalisgroup.org](mailto:reporting@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
Product packaging Unit of Measure level 2	

	Product packaging Unit of Measure level 3
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<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

**ARTICLE 9- PRICING**

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

#### **ARTICLE 10- PRICING AUDIT**

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

#### **ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS**

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some

other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

## **ARTICLE 13- MISCELENOUS**

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

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

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

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

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

13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law

shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

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

**Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

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

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## **Appendix D Exceptions**

### **Price Increase – 9.2**

- Service Pricing Spreadsheet attached includes 3% annual increase for each year of the contract.
- Billing Rates Spreadsheet attached includes 3% annual increase for each year of the contract.

### **Appendix A: VENDOR CONTRACT AND SIGNATURE FORM**

- Recitals - Fourth Paragraph After agreements we have added the following
  - If mutually agreed upon between vendor and service provider

### **ARTICLE 4- FORMATION OF CONTRACT: 4.2: Form of Contract:**

- Adding: Member supplier contract attached/included or other documents mutually agreed upon by member and supplier

### **ARTICLE 5- TERMINATION OF CONTRACT**

- Termination of this contract will not affect the individual maintenance contracts between member and supplier.

- **5.2 - Termination with cause**

If, during the term of this agreement, the Contractor violates any provision or fails to properly provide 'Services' as required, Purchaser may advise Contractor in writing of specific deficiencies. Upon such written notice the Contractor will have 30 days to correct deficiencies. Should Contractor fail to correct deficiencies within 30 days written notice, Purchaser reserves the right to cancel Agreement upon 30 days written notice to Contractor. The waiver by Purchaser of a breach of any provision of this Agreement by Contractor shall not be construed as a waiver of any subsequent breach by Contractor. Either Party may cancel a site contract upon thirty (30) days prior written notice to the other party for the following reasons: (1) sale of the building (2) permanent removal of equipment from service, (3) termination of responsibility for maintenance in a leased or managed location. (4) Owner provides Purchaser a specific written demand to remove Contractor. If the Purchaser chooses to modernize any portion of vertical transportation units during term of this Agreement, the Agreement shall be cancelled with 30 days written notice. Modernization is defined as replacement of elevator motion and supervisory control systems. If Agreement is cancelled, Contractor shall immediately deliver to Purchaser all wiring diagrams, and other documentation related to the Services provided by this Agreement.

### **ARTICLE 10- PRICING AUDIT**

- thyssenkrupp would like to remove this paragraph in its entirety

## **ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS – 11.2 Discontinued Products**

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

**Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final.**

Re: REGION 10 ESC (NATIONAL)

Amendment No.1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final.

Page 11/87 (XXI) Amend so once a particular property is under Contract with Vendor, such Contract shall be deemed an Exclusive Contract.

Page 16/87 (4.2) Amend so the reference to purchase orders herein and throughout the Contract does not mean that any terms and conditions of the purchase orders shall be binding upon this Contract.

Page 17/87 (4.6) Amend so no Special terms and conditions were provided, and, if applicable, they shall be subject to review and written acceptance by Vendor prior to becoming effective. (4.8) Amend so any documents not furnished hereunder shall not be binding upon Vendor until such time that Vendor is furnished with same and specifically accepts in writing.

Page 24/87 (11.6) Amend so for Preventive Maintenance Contracts, the warranty shall cease upon the termination of the Contract/purchase order.

Page 25/87 (13.3) Amend so it is understood that the indemnification and defense thereof is strictly limited to the extent any claim is caused by Vendor's acts or negligence. No party to this Contract shall be liable for consequential damages.

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EDUCATION SERVICE CENTER  
REGION 10 (REGION 10 ESC)

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THYSSENKRUPP ELEVATOR CORP.

## **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
  - Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
  - Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.
- 
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
  - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
  - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
  - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

# Equalis Group — Contract #

## for the Protection of Vertical Transportation Equipment



- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate North Circle SE Suite 500 Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

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

NOW THEREFORE, the Parties hereto agree as follows:

### 1. BACKGROUND

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

### 2. GOVERNING DOCUMENTS

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

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

### 3. PERFORMANCE

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

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

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

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

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

#### Pledge of Purchaser Satisfaction

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

#### 4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

**5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

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

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

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

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

**7. EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

**7.1 TRACTION ELEVATORS:**

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

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

## 7.2 HYDRAULIC ELEVATORS:

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

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

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

### 7.3 ESCALATORS:

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

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

### 8. PARTS INVENTORY

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

### 9. TESTING

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

### 10. COMPLIANCE WITH LAWS:

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

11. TERM:

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

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

12. AFTER HOURS WORK

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

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

13. PRICING:

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the

existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

**14. INSURANCE REQUIREMENTS:**

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

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

**Workers' Compensation Statutory Limits**

Employer's Liability	\$1,000,000 each accident \$1,000,000 policy limit-disease \$1,000,000 disease-each employee
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**General Liability**

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

Limits Primary:	\$2,000,000 each occurrence – BI & PD \$2,000,000 general aggregate \$2,000,000 personal injury & adv. Injury
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**Automobile Liability and Property Damage**

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

**15. PURCHASER RESPONSIBILITIES:**

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

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

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

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

## 16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

## 17. EXCUSABLE DELAYS

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

## 18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

## 19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance

of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

## 20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

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

## 21. ETHICAL COMMITMENT

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

## 22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

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

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

## 23 NOTICES:



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

**FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE**

ThyssenKrupp Elevator Corporation  
3100 Interstate North Circle SE Suite 500  
Atlanta, GA 30339  
Attn: International Account Contract Administrator  
FILL IN FAX NUMBER

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

**ACCEPTED:**

**PURCHASING COMPANY NAME**

**THYSSENKRUPP ELEVATOR CORP.**

BY: \_\_\_\_\_  
Signature of Authorized Individual

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Branch Account Executive

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THYSSENKRUPP CORP. APPROVAL:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
National Accounts Executive

DATE: \_\_\_\_\_

**Exhibit "A"**  
**Property list/Location**  
**Contract Type and Price**

**Location Name:**

**Location Address**

**Entity Code**

**Unit Count**

**Unit Type**

**Contract Type**

**Equalis Group Pricing**

**Billing Frequency (Monthly, Quarterly, Annually)**

**CONTRACT SIGNATURE FORM**

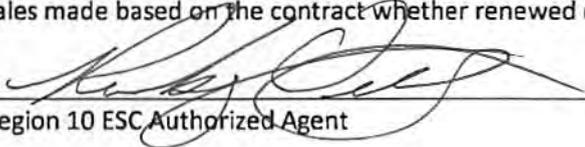
The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to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

Prices are guaranteed: **120 days**

Company name thyssenkrupp Elevator  
Address 3100 Interstate North Circle SE Suite 500  
City/State/Zip Atlanta, GA 30339  
Telephone No. 972-365-6128  
Fax No. 866-785-5571  
Email address Jeff.Jaudes@thyssenkrupp.com  
Printed name Jeff Jaudes  
Position with company National Account Manager  
Authorized signature 

Term of contract March 1, 2020 to February 28, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Region 10 ESC Authorized Agent

2-21-2020  
Date

\_\_\_\_\_  
Print Name

Equalis Group Contract Number EQ-111519-03A