

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1020 Page 1
Show this number on envelope

Contract No. 39860

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: COSTA MESA CA ON THE 13 DAY OF APRIL, 2018
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name SCHEIDLER ELEVATOR CORP.

Phone 714-361-3043 Fax 714-361-3044

Address 3585 CADILLAC AVE. COSTA MESA CA 92626
Street City State Zip

[Signature] SCOTT FITZSIMONS DISTRICT MANAGER
Signature Printed Name Printed Title

Signature (Approved Corporate Signature Methods) Printed Name Printed Title (AFFIX CORPORATE SEAL HERE)

- a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of _____ State of _____ S.S. Subscribed and sworn this date _____, 201____ Notary Seal _____ Signature _____	In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below. By _____ Executive Director Harbor Department Date: _____	Approved as to form and legality <u>Mag 7</u> , 201 <u>8</u> City Attorney BY <u>[Signature]</u> Deputy <u>Hooterman</u>
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Schindler Elevator Corporation Certification

I, John S. M. Karnash, Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

J. Zueger	Chief Executive Officer
J. Jena	Vice President and Chief Financial Officer
J. S. M. Karnash	Vice President, Secretary & General Counsel

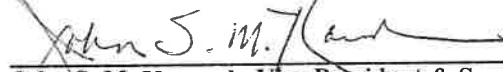
<p>G. W. Brown, Jr. M. J. Lukov R. E. Delaney J. L. Rainwater F. J. Guinto A. C. Werkhoven</p> <p>B. D. Rossen R. H. Ludwig M. J. Elter P. A. Long R. O. Romnes T. S. Julian G. S. Sutton K. M. Reinert S. P. Williams T. R. Dziadosz P. A. Lytikainen P. N. Roster</p> <p>B. R. Baker M. S. Bernhard C. L. Davis P. L. Hall J. E. Ritter S. P. Walsh M. E. Kershner C. P. Morgan S. F. Moseley M. E. LaRiviere P. E. Layton M. A. Robbins</p> <p>R. L. Keen K. Von Offerman D. A. Brodbeck T. P. Caine R. T. Falduti S. F. Ryan W. P. Partridge C. M. Andersch P. C. Harty D. T. Walton R. P. Fridh</p> <p>R. J. Borland O. P. Leone D. C. Belew, Jr. D. A. Bender G. M. Paquette M. L. Shelburne J. A. Stumph G. Lenora P. E. McCray D. L. Sadler</p> <p>G. M. Saxon S. K. Scheppke T. D. Holmes B. S. Johnson D. N. Sclater A. Figueroa L. K. Hammond R. M. Morgan C. A. Cornelius J. E. Duda G. M. Saxon</p> <p>G. J. Exall L. D. Howard G. W. Jensen B. K. Lay S. B. Fitzsimons R. F. Andersch II J. J. D'Ambrosio V. M. Garfield M. V. Tambone M. J. Christopher R. J. DeSimone S. T. Stratton</p> <p>W. V. Fiacco R. L. Hoyng J. R. Impellizzeri M. Landis K. A. Meier K. A. Rodgers</p>	<p>Region Vice President Vice President & General Manager District Manager District Manager Branch Manager District Operations Manager</p> <p>Region Vice President General Manager District Manager District Manager District Manager Branch Manager Branch Manager Branch Manager Branch Manager Area Manager Area Manager Area Manager</p> <p>Region Vice President District Manager District Manager District Manager District Manager District Manager Branch Manager Branch Manager Branch Manager Area Manager Area Manager Area Manager</p> <p>Region Vice President General Manager District Manager District Manager District Manager District Manager District NI Manager Branch Manager Branch Manager Branch Manager Area Manager</p> <p>Region Vice President General Manager District Manager District Manager District Manager District Manager District Manager Branch Manager Branch Manager Branch Manager Area Manager</p> <p>Region Vice President General Manager District Manager District Manager District Manager District Manager Branch Manager Branch Manager Branch Manager Area Manager Area Manager Acting Area Manager</p> <p>Region Vice President General Manager District Manager District Manager District Manager District Manager Branch Manager Branch Manager Branch Manager Branch Manager Area Manager Area Manager Area Manager</p> <p>Executive Vice President Vice President Vice President Vice President Chief Information Officer Vice President</p>	<ul style="list-style-type: none"> - New York Region - New York - Long Island - North New Jersey - Manhattan - Repair - New York - New Installation & Modernization - Great Lakes Region - Downtown Chicago - Detroit - Lansing (Western Michigan) - Minneapolis - Indianapolis - Madison - Milwaukee - Des Moines - Ann Arbor - Grand Rapids - Minneapolis - Northeast Region - Pittsburgh - Boston - Buffalo - Cleveland - Hartford - Toledo - Cincinnati - Columbus - Springfield - Syracuse - Albany - Atlantic Coast Region - Washington DC - Transit - Richmond - Charlotte - Philadelphia - Washington DC - Raleigh - Baltimore - Allentown - Charleston - West Central Region - Houston - St. Louis - Dallas - Denver - San Antonio - Boise - Tulsa - Kansas City - Fort Worth - Southeast Region - South Florida - New Orleans - Atlanta - North Florida - San Juan - Shreveport - Tampa - Jacksonville - Memphis - Birmingham - Pacific Coast Region - Los Angeles - Seattle - San Francisco - Irvine - Honolulu - Portland - Las Vegas - Phoenix - Tucson - San Diego - Sacramento - Field Operations - Existing Installation Operations - Corporate Purchasing, Business Dev. & Group Assurance - Marketing - Information Systems - Service Technology and Methods / CSE
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and that such persons have been authorized, consistent with the corporate bylaws and resolutions and when acting in the ordinary course or conduct of business, to sign proposals, bid bonds, and contract bonds and to enter into contracts for the sale, installation, maintenance, inspection and repair of apparatus, service and supplies on behalf of Schindler Elevator Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Schindler Elevator Corporation.

SCHINDLER ELEVATOR CORPORATION

By:


John S. M. Karnash, Vice President & Secretary

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1020

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
2:00 P.M.
APRIL 19, 2018**

Buyer: Jane Ugalde, Management Analyst

T: (310) 732-3016, E-mail: jugalde@portla.org

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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ELEVATORS & ESCALATORS; MODERNIZATION

TERMS AND PRICES QUOTED ARE IN ACCORDANCE WITH NATIONAL JOINT POWERS ALLIANCE(NJPA) CONTRACT #100516-SCH "ELEVATORS, ESCALATORS, AND MOVING WALKS WITH RELATED EQUIPMENT, SERVICES, ACCESSORIES, AND SUPPLIES", PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

This Request for Cooperative Agreement is requested for the annual contract requirements of the Los Angeles Harbor Department for: **ELEVATORS & ESCALATORS; MODERNIZATION (EXCLUDES MAINTENANCE PORTION)** to be furnished and delivered as may be required from the effective date of the agreement.

The terms of the NJPA and Schindler Elevator Corporation[(vendor)] Contract No. 100516-SCH, as amended [(the "NJPA" Contract)], is attached hereto and incorporated as Exhibit 1(26 pages). To the extent that the terms and conditions of Exhibit 1 are in conflict with the terms and conditions contained in this contract, the terms and conditions of Exhibit 1 will govern.

PRICES TO INCLUDE ALL DELIVERY CHARGES AND FEES EXCLUDING SALES TAX.

REQ. NO.: E180072
NOTIFY: R. Stites

STATE TIME OF DELIVERY: ~~90-120~~ DAYS AFTER RECEIPT OF ORDER
TERMS: 0% DISCOUNT FOR PAYMENT WITHIN 30 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

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QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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This contract is awarded for the following: ELEVATORS & ESCALATORS; MODERNIZATION

1. 1 EA **Material, Elevator & Escalator Modernization**
 Refer to:
 - a) Exhibit 1, Form P, Section "Pricing, Delivery, Audits, and Administrative Fee", Item 8(Pages 5-7),
 - b) Exhibit 1, Schindler Pricing Strategy-Equipment Pricing(1 page)
 - c) Exhibit 1, Schindler Pricing Configurator(2 pages)
 - d) Exhibit 1, Elevator & Escalator Material Pricing(1 page)

2. 1 HR **Labor, Elevator & Escalator Modernization**
 Refer to: Exhibit 1, Labor Rate Form(2 pages)

Representative names and phone numbers for requesting service:

NAME	PHONE #	E-MAIL
<u>WAYNE DEVEES</u>	<u>818-849-2579</u>	<u>WAYNE.DEVEES@SCHINDLER.COM</u>
<u>SCOTT FITZSIMONS</u>	<u>949-337-5646</u>	<u>SCOTT.FITZSIMONS@SCHINDLER.COM</u>

3. 1 EA **Miscellaneous items associated with modernization of elevators & escalators**
 Refer to: Exhibit 1, Form P, Section "Pricing, Delivery, Audits, and Administrative Fee", Item 13(Pages 9-10)

BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation

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documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION:

Contact Person: SCOTT FITZSIMONS

Title: DISTRICT MANAGER

Telephone No.: 949-337-5646

Fax No.: 714-361-3044

E-Mail Address: SCOTT.FITZSIMONS.COM

24 Hour Contact No.: 949-337-5646

CONTRACTUAL TERMS SECTION

SURVIVABILITY. Contracts awarded using the authority provided by the NJPA Contract No. 100516-SCH. **Contract** will survive the NJPA contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from the Successful Vendor at the agreed upon NJPA Contract No. 100516-SCH contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing NJPA Contract No. 100516-SCH through that final term and any subsequent renewals and extensions.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a Contract. Such contract renewal option extensions shall not be for more than twelve month terms, and

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the Customer will reserve the right to terminate these contract renewal options with 30 days written notice and without termination penalties.

RENEWAL OPTION State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions of the Cooperative Agreement with NJPA Contract No. 100516-SCH.

YES (Yes, No) Option granted for one additional year.

YES (Yes, No) Option granted for second additional year.

In the event that the Harbor Department contract should survive the originating Cooperative Agreement, the following shall apply:

For Price Catalog Items:

Line item(s) which reflect a percentage discount/mark-up from a manufacturer's price list shall retain the same percentage discount/mark-up.

For fixed priced line item(s):

State the following options for the respective renewal period:

 (YES) or NO) Option granted for one additional year at a price increase not to exceed 5 %.

 (YES) or NO) Option granted for second additional year at a price increase not to exceed 10 % over first option year prices.

It is agreed that if any renewal option granted herein, it shall be approved by the Executive Director of the Port of Los Angeles. Additionally, it is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts and Purchasing. No increase will be granted without prior approval of the Director of Contracts and Purchasing and Executive Director.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be \$2,300,000 for the 1st Year; \$1,000,000 each for the 2nd & Final Year annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

PRICE GUARANTEE. Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

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AUTHORIZED DISTRIBUTOR/DEALER:

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

JA Yes: X No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

WARRANTY. Terms of warranty on equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted (specify time period): 12 MONTHS

PRE-AWARD CONFERENCE.

Prior to award of contract the successful bidder will be required to attend a pre-award conference to be scheduled at a later date. The intent of this meeting will be to discuss contract regulations, specifications, invoicing, delivery times, etc., in order to insure successful administration of the contract.

POST-AWARD MEETINGS. After notification of award, the successful bidder will be required to attend periodic meetings with the Construction & Maintenance Division. The intent of the meeting is to discuss any pre-construction requirements, status updates, or other project related issues.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

MATERIAL, EQUIPMENT, SERVICE

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

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SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, the bidder may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

MAKES, MODELS & BRAND NAMES. Makes, Models & Brand Names referenced are for illustrative or descriptive purposes only, and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Alternate Make, Model, Brand Names, and/or Catalog Number(s) must be indicated opposite each item in the space provided.

The specified Make, Model, and Brand Name must be furnished unless otherwise specified by bidder.

BUSINESS HOURS: Vendor to indicate business hours:

Monday-Friday: 7:30 A.M. to 4:30 P.M.

Saturday: _____ A.M. to _____ P.M. *OVERTIME 24 HRS*

Sunday: _____ A.M. to _____ P.M. *OVERTIME 24 HRS*

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be ULFM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code (s).

PAINT/ARCHITECTURAL COATINGS. All paint/architectural coatings furnished to the City of Los Angeles Harbor Department must comply with all current requirements of the South Coast Air Quality Management District Rule 1113. Vendor certifies that the product offered complies with all requirements.

CHEMICALS. AS DIRECTED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND THE HAZARDOUS SUBSTANCES INFORMATION AND TRAINING ACT OF 1980, VENDOR MUST PROVIDE A MATERIAL SAFETY DATA SHEET FOR ALL CHEMICALS FURNISHED. THE HARBOR DEPARTMENT RESERVES THE RIGHT TO REFUSE ALL DELIVERIES NOT ACCOMPANIED BY A MATERIAL SAFETY DATA SHEET.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

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SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 222 W. Sixth Street, 9th Floor, Topaz Building, San Pedro, California 90731.

INSPECTION RESPONSIBILITY. Bidder submittal constitutes acknowledgment of inspection of the work site to bidder's satisfaction, including, but not limited to site conditions and specification requirements.

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agent's.

REMOVAL, CLEANUP, AND DEMOBILIZATION. Upon completion of the Contracted Work, the CONTRACTOR shall remove all of its tools, materials and other articles from the property of the CITY. Should the CONTRACTOR fail to take prompt action to this end, the CITY, at its option and without waiver of such other rights as it may have, upon thirty (30) calendar days notice, may treat such items as abandoned property. The CONTRACTOR shall also sweep all floors broom clean, clean all exterior and interior surfaces and windows and remove all rubbish and debris resulting from the Contracted Work and shall maintain the Jobsite in a clean, orderly and safe condition at all times until completion of the physical.

Throughout all phases of construction, including suspension of work, and until the Final Acceptance, the CONTRACTOR shall keep the site clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

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Failure of the CONTRACTOR to comply with the City of Los Angeles Harbor Department Project Manager (PM) cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

PRINTED LITERATURE. Terms, conditions, and deviations from specifications contained within printed material/literature will not be accepted. Each deviation from the specifications must be stated in a letter, attached to the bidders submittal.

PREVAILING WAGE / PUBLIC WORKS CONTRACTS. Contractor, in performance of this Public Works Contract, shall comply with all provisions of Section 425 of the Charter of the City of Los Angeles and of the Labor Code of the State of California including, but not limited to, those sections requiring payment of prevailing wages and the employment/training of apprentices.

CONTRACTOR'S LICENSE. In accordance with Section 7028.15 of the Business and Professions Code, bidder must provide the following information:

Contractor's License No.: 375733

Class: C-11 Expiration Date: 6/30/2020

DIR REGISTRATION.

All contractors must have a Contractor Registration Number through the State of California, Department of Industrial Relations (DIR). Registration and information can be accessed at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

Prime Contractor State of California DIR Registration No.:

100012845

Subcontractor State of California DIR Registration No.:

1000052023

Subcontractor State of California DIR Registration No.:

NA

(Attach additional sheets if necessary)

TIME AND MATERIALS WITH NO FIXED FEE

ALL INVOICES WITH PAYMENTS FOR **TIME AND MATERIALS** MUST BE SUPPORTED/BACKED UP BY **TIME SHEETS**.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE **TIME SHEETS**.

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TWIC CARD:

Contractor must ensure that any of its employees performing work under this contract in and around Port property procure and maintain a Transportation Worker Identification Credential (TWIC) card. The card is to be purchased and maintained at contractor expense. TWIC enrollment details can be found at www.tsa.gov/for-industry/twic or by phone at (855) 347-8371.

PERFORMANCE BOND. Contractor will be required to post a Faithful Performance Bond as required per project in the amount of \$(Total Project Amount Excluding Taxes). Bond required shall be furnished when requested by the Construction and Maintenance Division and shall be furnished at contractor's expense. Bonds shall be placed with insurance carriers which are rated VII, A- or better in Best's Insurance Guide. If a Best's Insurance Guide rating is not available, then the proposed carrier must meet comparable standards in another rating service satisfactory to City.

SCHEDULE: The Bidder awarded the contract shall prepare and submit to the Construction and Maintenance Division five (5) copies of the bidder's Construction Baseline Schedule (the Schedule) within 14 (fourteen) calendar days after issuance of the Purchase Order. The Schedule shall show the dates on which each part or division of the work is expected to be started and completed, and shall show all submittals which constrain any work activity, allowing a minimum of 14 (fourteen) calendar days for the Project Manager's review of each submittal unless a longer period of time is specified elsewhere in these contract documents. The bidder shall also submit a separate listing of all submittals required under the contract, showing when each submittal will be submitted. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for the proper execution of the work and such that, in the sole judgment of the Construction and Maintenance Division it provides an appropriate basis for monitoring and evaluating the progress of the work. Submittal and approval of the schedule in accordance with the requirements of this section is a condition precedent to the receipt of any payments from the City of Los Angeles under this contract.

The schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all work. The schedule shall begin with the date of issuance of the Purchase Order and conclude with the contract completion date based on the Harbor Department completion time required for each project.

SITE CONDITIONS. Contractor shall report to Construction & Maintenance, prior to project start, any adverse condition(s), which would affect the proper execution of the Contracted Work and shall not proceed until instructed by the POLA Project Manager. Except as provided elsewhere, failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

JOB CONDITIONS. The Contractor shall determine the nature and types of work to be performed, ascertain all conditions affecting construction procedure and sequencing of Work operations in the execution of the Work, including condition of available roads and streets, or clearances, restrictions and other limitations affecting transportation and ingress and egress to the job site. This determination must be made during the Bidding Period with any costs and impact included within the Bid.

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FAMILIARITY WITH PLANS AND SPECIFICATIONS. It shall be the responsibility of the Contractor to be thoroughly familiar with all details of the Project, including the work of the Contractor's forces and all Subcontractors. The Contractor shall call the following to the attention of City of Los Angeles Harbor Department Representative in writing within twenty-four (24) hours of discovery, before any Work is performed:

- 1) Errors and omissions in the Plans and Specifications, including, but not limited to, code violations, typographical errors and notational errors where ambiguity or inadequate description exists;
- 2) Work on the Plans or in the Specifications which, if so constructed, would result in a conflict of interference with other Work or the Work of other trades, including the location of fixtures and equipment;
- 3) Existing improvements visible at the job site, for which no existing disposition is made on the Plans or in the Specifications but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans and Specifications.

Failure to notify shall constitute a waiver by the Contractor of any claim for delay or other damages occasioned by such defect. If the Contractor proceeds with the Work without instructions from the City of Los Angeles Harbor Department Representative, the incorrect Work shall be removed and corrections made to comply with the City of Los Angeles Harbor Department Representative's instructions, at no cost to the City.

ACCURACY OF PLANS AND SPECIFICATIONS. Omissions from the Plans and Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or usually furnished, made, or installed in a project of the scope and character indicated by the Plans and Specifications.

The Plans show conditions as they are supposed or believed by the City of Los Angeles Harbor Department Project Manager (PM) to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, by the City or its officers, that such conditions are actually existent, nor shall the City, or any of its officers, be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans, and the actual conditions revealed during progress of the Work or otherwise, except as indicated in "Differing Site Conditions" of these General Conditions.

SCOPE. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies and manufactured articles, all transportation, services, including fuel, power and water, and essential communications, and the performance of all labor, Work, required calculations testing, inspections or operations, or operations required for the fulfillment of the Contract, in strict accordance with the specifications, schedules, and Plans, all of which are made a part hereof, and including such detail sketches as may be furnished by the City of Los Angeles Harbor Department Project Manager (PM) from time to time during the construction in explanation of said Plans. The Work shall be complete and all material, and services incidentals, quality or not specifically called for quality and conditions noted, in the Specifications, or not shown on the Plans, which may be necessary for complete and proper construction to carry out the Contract in good faith and a satisfactory manner shall

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be performed, furnished, and installed by the Contractor at no increase in cost to the City.

LENGTH OF WORKDAY AND WORK WEEK. Eight (8) hours of labor shall constitute a calendar day's work for employees of the Contractor under this Contract. Said employees shall be paid not less than the prevailing wage rate for the first eight (8) hours work of each day.

Unless noted elsewhere in the Contract documents, a working day shall be Monday through Friday, and work shall be between 7:00 a.m. and 4:00 p.m., unless otherwise approved by the City of Los Angeles Harbor Department Project Manager (PM) or the Board or revised by City Ordinance.

When work in excess of eight (8) hours per day, or forty (40) hours during any one (1) week is performed, wages for all hours over eight (8) hours in any day or over forty (40) hours during any one (1) week shall be paid at the prevailing wage rate, as required by City, state and federal requirements.

PERMITS. The Contractor shall obtain and pay for all permits necessary for performance of the Work. Within thirty (30) calendar days after the Notice to Proceed, the Contractor shall obtain and pay all costs incurred and submit to the City of Los Angeles Harbor Department Project Manager (PM) copies of all permits required for the construction and installation of all Work called for on this project.

CONTRACTOR'S OBLIGATIONS. Only competent workers shall be employed on the Work. Any person employed who is found by the City of Los Angeles Harbor Department Project Manager (PM) to be incompetent, disorderly or otherwise objectionable, or who fails or refuses to perform Work properly, acceptably and as directed shall be immediately removed from the Work by the Contractor and not be reemployed on the Work.

If, at any time before the commencement or during the progress of the Work or any part of it, the Contractor's methods or appliances appear to the City of Los Angeles Harbor Department PM to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of the Work required, or the rate of progress stipulated, the City of Los Angeles Harbor Department PM may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at its own expense. Neither the making of such demands by the City of Los Angeles Harbor Department PM nor the failure to make such demands shall relieve the Contractor of its obligation to secure the safe conduct of the Work, the quality of Work required, and the rate of progress stipulated in the Contract. The Contractor shall be fully responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

Where articles or materials are especially manufactured or fabricated for delivery under these specifications, the Contractor shall at all times employ such workforce, plant, materials, and tools as will be sufficient to complete the performance of the Contract and every part thereof within the time limits stipulated herein. If the Contractor fails to employ sufficient workforce, plant, materials, tools, or to maintain adequate progress, the City of Los Angeles Harbor Department PM may require an increase in progress at any point or points or a modification of Plans and procedure in such a manner as to accelerate the Work. Failure to adequately staff the project shall be just cause for the City to terminate the Contract.

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CONTRACTOR'S REPRESENTATIVE AT THE SITE. A technically qualified and English-speaking project representative shall be designated in writing as the Contractor's Representative at the job site, who shall supervise the Work and shall provide competent supervision of the Work until its completion.

The City of Los Angeles Harbor Department Project Manager (PM) reserves the right to disapprove any candidate named as the Contractor's Representative or alternate who fails to meet the provisions set forth herein. The City of Los Angeles Harbor Department PM reserves the right to remove, without any right to work on the project, either the Contractor's Representative or alternate, who in the sole opinion of the City of Los Angeles Harbor Department PM, has demonstrated incompetence, lack of ability, or other unsuitability to perform supervision of the Work.

If the Contractor's Representative or alternate leave the employ of the Contractor, the Contractor will be required to replace the individual(s) and fulfill the requirements of this Article within fifteen (15) calendar days. In no event shall any Work proceed in the absence of an approved representative.

All directions given by the City of Los Angeles Harbor Department PM to said representative or alternate shall be considered as having been given to the Contractor.

WORKMANSHIP AND MATERIALS. All materials, parts and equipment furnished by the Contractor for the Work shall be new, high grade and free from defects. Materials and work quality shall be subject to the City of Los Angeles Harbor Department Project Manager (PM) approval.

INJURY AND ILLNESS PREVENTION – SAFETY MEASURES. Safety is the responsibility of the Contractor. The Contractor shall observe and comply with the safety provisions of all applicable laws, building and construction Codes, safety and health regulations of the California Code of Regulations, and with applicable City Safety Policies.

Every employer (Prime Contractor and/or Subcontractor) employed on the Project shall establish, implement, and maintain an effective Injury and Illness Prevention Program in accordance with Section 3203 of the General Industry Safety Orders.

Each Contractor/Subcontractor shall make the applicable Injury and Illness Prevention Program specific for site conditions and type of Work to be performed on the Project.

Each prime Contractor and Subcontractor working on the Project shall make its Injury and Illness Prevention Program available to the City of Los Angeles Harbor Department Project Manager (PM) prior to beginning any Work on the Project.

If a work procedure or site condition creates an immediate hazard to the health or safety of the public, City employees, property, or a licensee, the City may suspend all work on the project. Without prior notice, the City may also correct such hazardous conditions using other forces or contractors, at the Contractor's sole expense. Any delays or impacts arising on the Work as a result of such an emergency shall be at the sole expense of the Contractor with no time extension, additional reimbursement for extended overhead, or interest on monies due, allowed for the Contractor.

First aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work.

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The Contractor shall cause all persons within the construction area to wear protective helmets. In addition, all employees of the Contractor and its Subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment set forth in California Construction Safety Orders and the OSHA Safety and Health Standards for Construction.

NON-CONFORMING WORK. Except as set forth in this Article, all non-conforming Work and materials, in place or not, shall be removed immediately from the site or corrected to conform to all requirements of the Contract Documents, by the Contractor, at the sole expense of the Contractor.

If the Contractor fails to remove, replace or correct any non-conforming Work or materials within seventy-two (72) hours of discovery, the City of Los Angeles Harbor Department Project Manager (PM) may cause such Work or materials to be removed and replaced. Such removal and replacement shall be at the sole expense of the Contractor with no entitlement to time extensions, additional reimbursement, extended overhead, or interest on monies due. In addition, all such cost shall be deducted from any amounts that are due or may become due to the Contractor.

Failure of the City of Los Angeles Harbor Department PM to notify the Contractor of any non-conforming Work shall not constitute acceptance of any non-conforming Work. The Contractor's obligation to remove, replace or correct any non-conforming Work, whenever discovered, shall continue to the end of the guaranty-warranty period provided for in "Guaranty-Warranty" of the General Requirements. The City reserves and retains all rights and remedies at law against the Contractor and their Surety for correction of any and all latent defects discovered after the guaranty-warranty period.

Any delays or impacts arising on the Work as a result of construction, fabrication or delivery of non-conforming work or materials shall be at the Contractor's sole expense, with no time extension, additional reimbursement for extended overhead, or interest on monies due allowed.

Examination of covered Work may be ordered by the City of Los Angeles Harbor Department PM for any reason. The Work shall be uncovered by the Contractor and if such Work is found to be in accordance with the Contract Documents, the City will issue a Change Order authorizing payment for the cost of examination and replacement. If such Work is found to be not in conformance with the Contract Documents, the Contractor shall correct the non-conforming Work and the cost of examination and correction of the non-conforming Work shall be borne solely by the Contractor.

Failure of the Contractor to comply with the requirements of this Article shall constitute default of the Contract by the Contractor and the City may terminate the Contract as provided for in Termination of Contract by City (Contractor Default).

NOTIFICATION OF HAZARDOUS SUBSTANCES. The existing facilities or Jobsite may contain asbestos, PCBs, corrosives, carcinogens, or other hazardous materials. Should the Contractor or any of its Subcontractors, while performing Work on or in the vicinity of existing facilities, unexpectedly encounter any material identified in the California Code of Regulations, Title 8, as a hazardous material not shown on the Plans or addressed in the specifications, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, the Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify

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the City of Los Angeles Harbor Department Project Manager (PM). Removal and disposal of the hazardous material not shown on the Plans or addressed in the specifications, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by and at the expense of the City. The City will provide the Contractor, upon request, with copies of Safety Data Sheets (SDS) covering hazardous materials identified by the Contractor that are encountered in existing facilities during the course of the Work and that are not removed by the City.

In the event that the Contractor is delayed in the completion of the Contract solely because of such hazardous materials or conditions not previously identified in the Contract Documents, the Contractor shall be entitled to an extension of time in accordance with "Unavoidable Delay" of these General Conditions.

For new construction Work and for all Contractor furnished supplies and equipment that may contain hazardous materials, the Contractor shall develop and implement a written Hazard Communication Program for its employees in accordance with the California Code of Regulations. The Contractor's basic written Hazard Communication Program shall be submitted to the City of Los Angeles Harbor Department PM prior to the start of Work at the site, and shall be revised and kept current as required by the continuing progress of the Work. The Contractor's Hazard Communication Program shall also include the SDS for all hazardous materials the Contractor will be using at the facility. All provisions concerning SDS for hazardous materials shall be met before the hazardous material is delivered to the site.

The City of Los Angeles Harbor Department PM shall be provided with three (3) copies of the Contractor's written Hazard Communication Program, Contractor provided SDS, and all revisions and modifications thereto.

The Contractor and Subcontractors shall comply with all State and Federal statutes and regulations on training, handling, storage, public notification, and disposal of hazardous materials and hazardous wastes. In the event that the Contractor or its Subcontractors spills or releases hazardous materials, the Contractor shall immediately notify the City of Los Angeles Harbor Department PM and any required agencies of the spill or release and the Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if the City of Los Angeles Harbor Department PM deems it necessary, will be done by the City at the Contractor's expense. Further, the Contractor shall notify the City of Los Angeles Harbor Department PM when hazardous materials are brought on-site and when hazardous materials and hazardous wastes are removed from the site. Hazardous Materials brought on site shall be accompanied by four (4) copies of SDS, which shall be provided to the City of Los Angeles Harbor Department PM before such materials are unloaded.

SHOP DRAWING / SUBMITTALS. The CONTRACTOR shall furnish a schedule and list of all required submittals to the City of Los Angeles Harbor Department Project Manager (PM), in accordance to CONTRACTOR'S CONSTRUCTION SCHEDULE AND REPORTS of these GENERAL REQUIREMENTS, including required submittals by all Subcontractors.

Wherever called for in these Specifications or on the plans, or where required by the City of Los Angeles Harbor Department PM, the CONTRACTOR shall furnish to the City of Los Angeles Harbor Department PM for review, ten (10) copies of each submittal. The term "submittal" as used herein shall be

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understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the City of Los Angeles Harbor Department PM at a time sufficiently early to allow review of same by the City of Los Angeles Harbor Department PM and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

All design or shop drawings or other submittals shall be accompanied by the standard "CONTRACTOR'S SUBMITTAL TRANSMITTAL" form. This form may be obtained in quantity from the City of Los Angeles Harbor Department PM at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, or are incorrectly completed, may be returned, at the City of Los Angeles Harbor Department PM discretion, for resubmittal.

Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the City of Los Angeles Harbor Department PM. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the City of Los Angeles Harbor Department PM of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the City of Los Angeles Harbor Department PM, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

The City of Los Angeles Harbor Department PM review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

- A. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:
1. Contract Price (Cost Breakdown)
 2. Construction Schedule and Notification to City of Los Angeles Harbor Department PM of completion of each milestone or percentage increment of the Work as required.

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3. Submittal Schedule
4. Daily Construction Reports
5. Shop Drawings and Structural Calculations.
6. Manufacturer's Data and Specifications.
7. Samples
8. Templates
9. Certificate of Compliance
10. Construction Photographs
11. Substitutions
12. Record Drawings and Record Project Manual
13. Operation & Maintenance Manuals
14. Stock Materials, Spare parts, tools
15. Material Testing Results
16. Daily Statements of cost-plus percentage Change Order
17. **[Survey grade sheets]**
18. Copies of Notice-To-Correction or Notice of Non-Compliance from governing authorities.
19. Maintenance Logs and Maintenance Schedule.

B. Administrative Submittals include, but are not limited to the following:

1. Permits
2. Request for Payments
3. Performance and Payment Bonds
4. Insurance Certificates

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5. List of Subcontractors and proof of qualifications
 6. Hazardous Communication Program.
 7. Certified weekly payroll records.
 8. Ethnic Composition of Work Force Report.
 9. Third Party Testing Agency
- C. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the Consultant or the City of Los Angeles Harbor Department PM.
1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which includes fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.
 2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.
- D. Coordination and Submittals:
1. Carefully review and coordinate all aspects of each item being submitted.
 2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.
 3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.
 4. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.
 5. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the City of Los Angeles Harbor Department PM copies of the approved plans or drawings for review.

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INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA[®] is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA[®]. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's

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insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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DELIVERY

DELIVERY. Delivery is desired within 90 days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Various Locations

NOTIFICATION. The vendor shall notify Requester of the Los Angeles Harbor Department Construction and Maintenance Division at not less than three (3) days in advance that the equipment is ready for delivery.

FINANCIAL SECTION

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 34-1270056

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: SCHINDLER ELEVATOR CORP

ADDRESS: P.O. Box 70433

CHICAGO, IL 60673-0433

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

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BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (844) 663-4411, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number. BTRC/BTRC Exemption Number: _____

0000699510-0001-9

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

GENERAL RULES AND REGULATIONS

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1020
(SHOW THIS NUMBER ON ENVELOPE)

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES: It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts.

EQUAL BENEFITS POLICY

The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

SWEAT-FREE PROCUREMENT POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6455 on October 19, 2006, agreeing to adopt provisions of Los Angeles City Ordinance 176,291, relating to Sweat-Free Procurement, Section 10.43 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Contractor shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Contractor and pursue any and all other legal remedies that may be available.

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments A and B) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1020
(SHOW THIS NUMBER ON ENVELOPE)

IRAN CONTRACTING ACT OF 2010. The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from submitting bids for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting bids for, entering into, or renewing contracts with the Harbor Department for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit (See Attachment C).

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

NA

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1020
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

- FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- 17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19. CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1020
(SHOW THIS NUMBER ON ENVELOPE)

20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid
or proposal for the contract noted below. Please write legibly.*

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

RFB #F-1020/Contract #39860

Awarding Authority (Department):

Harbor Department-Port of Los Angeles

Name of Bidder:

Schindler Elevator Corp.

Phone:

714-361-3043

Address:

3583 Cadillac Ave. Suite B, Costa Mesa, CA 92626

Email:

wayne.deweese@schindler.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 4/13/2018

Signature: 

Name: Scott Fitzsimons

Title: District Manager

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): RFB #F-1020/Contract #39860	Date Bid Submitted: 04/13/2018
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Description of Contract (title of RFP and services to be provided):
 Elevators & Escalators; Modernization

City Department Awarding the Contract:
 Harbor Department-Port of Los Angeles

BIDDER INFORMATION

Name: Schindler Elevator Corp.

Address: 3585 Cadillac Ave Suite B, Costa Mesa, Ca. 92626

Email: wayne.deweese@schindler.com Phone: 714-361-3043

SCHEDULE SUMMARY

Please complete all three of the following:

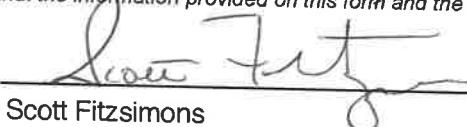
1. **SCHEDULE A — Bidder's Principals** (check one)
 - The bidder is the individual listed above and has no other principals (Schedule A is not required).
 - The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. **SCHEDULE B — Subcontractors and Their Principals** (check one)
 - The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
 - The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** 3

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 04/13/2018 Signature: 

Name: Scott Fitzsimons

Title: District Manager



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

Name: Scott Fitzsimons Title: District Manager
Address: 3585 Cadillac Ave. Suite B, Costa Mesa, CA. 92656

Name: Monte Lukov Title: Territory General Manater
Address: 16450 Foothill Blvd. Sylmar CA. 91342

Name: Greg Ergenbright Title: CEO U.S. Operations
Address: 20 Whippany Rd. Morristown N.J. 07960

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: MEGA Civil Works, Inc.
 Address: PO Box 292842 Phelan, Ca 92371 • (760) 680-1096 CA License Number: 1022908

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

Name: Andy Gosselin Title: Senior Project Manager
 Address: PO Box 292842 Phelan, Ca 92371

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Name: _____ Title: _____
 Address: _____

Form C

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



Company Name: Schindler Elevator Corp.

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

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

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

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

NJPA's clarification on exceptions listed above:

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

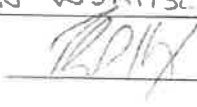
**Contract Award
RFP #100516**

FORM D

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

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

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

Company Name: Schindler Elevator Corp Date: October 5, 2016
 Company Address: 20 Whippany Rd
 City: MORRISTOWN State: NJ Zip: 07960
 Contact Person: DAN WUKITSCH Title: Key Account Manager
 Authorized Signature:  Philip C Hartz
 (Name printed or typed)

**FORM E
CONTRACT ACCEPTANCE AND AWARD**



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

NJPA Contract #: 100516-SCH

Proposer's full legal name: Schindler Elevator Corporation

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

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

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 2, 2016

NJPA Contract # 100516-SCH

Vendor Authorized Signatures:

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

Vendor Name Schindler Elevator Corp.

Authorized Signatory's Title Director Key Acct. Mgmt.

Phil Hartley
VENDOR AUTHORIZED SIGNATURE

Phil Hartley
(NAME PRINTED OR TYPED)

Executed on 11/7, 2016

NJPA Contract # 100516-SCH

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

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

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

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

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

Company Name: Schindler Elevator Corporation

Address: 20 Whippany Rd

City/State/Zip: MORRISTOWN, NJ 07960

Telephone Number: 973-223-2050

E-mail Address: daniel.wukitsch@us.schindler.com

Authorized Signature: [Signature]

Authorized Name (printed): Philip C. Hartig

Title: Director Key Acct. Mgmt

Date: _____

Notarized

Subscribed and sworn to before me this 30 day of September, 20 16

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

My commission expires: _____

Signature: Tamara Taylor

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

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Schindler Elevator Corporation

Questionnaire completed by: Dan Wukitsch

Payment Terms and Financing Options

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

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

New Installation

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

Modernization

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

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

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

New Installation

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

Modernization

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

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

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

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

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

New Installation

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

Modernization

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

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

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

New Installation

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

Modernization

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

Warranty

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

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

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

Schindler Elevator Corporation shall not be liable for damages of any kind in excess of the subcontract price. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days after the first observance of the conditions.

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

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

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

- **Do your warranties cover all products, parts, and labor?**

The warranties cover products, parts during normal business hours unless otherwise specified in the construction contract. Typically that would be 1 year from the time installation is complete.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranties are affected if the equipment is serviced by anyone other than Schindler Elevator Corporation during that period. Warranties may be affected by conditions outside the agreement such as misuse/ abuse by the building or another 3rd party. The conditions of the warranty program may also be voided if equipment or components not

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

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

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

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

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

Schindler Oil and
Grease Contract.doc

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

Schindler
Maintenance.doc

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

Schindler Sample
Contract_8 Hour.do

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

Schindler Sample
Contract_BTO.doc

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

Schindler Sample
Contract_24 hour.doc

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

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

Pricing, Delivery, Audits, and Administrative Fee

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

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

New Installation

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

Modernization

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

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

Attached please find Schindler's proposed pricing module:

Schindler
Equipment Pricing.p
Schindler Pricing
Configurator.pdf

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

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

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

Modernization

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

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

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

**Modernization Qualifications:

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

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

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

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

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

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

Overall Clairifications on all MOD work:

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

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

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

All pricing is based upon mutually agreeable on site storage

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

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

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

Discount Clairifications:

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

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

New Installation

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

Modernization

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

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

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

Volume Discount (Units):

- 1-200 = 3%
- 201-300 = 4%
- 301-499 = 5%
- 500-1499 = 6%
- 1500-2499 = 7%
- 2500-2999 = 8%
- 3000-3999 = 9%
- > 4000 = 10%

New Installation

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

Modernization

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

10) The pricing offered in this proposal is

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

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

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

Discount Clarifications

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

New Installation

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

Modernization

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

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

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

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

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

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

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

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

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

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

New Installation

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

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

Modernization

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

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

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

New Installation

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

Modernization

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

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

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

New Installation

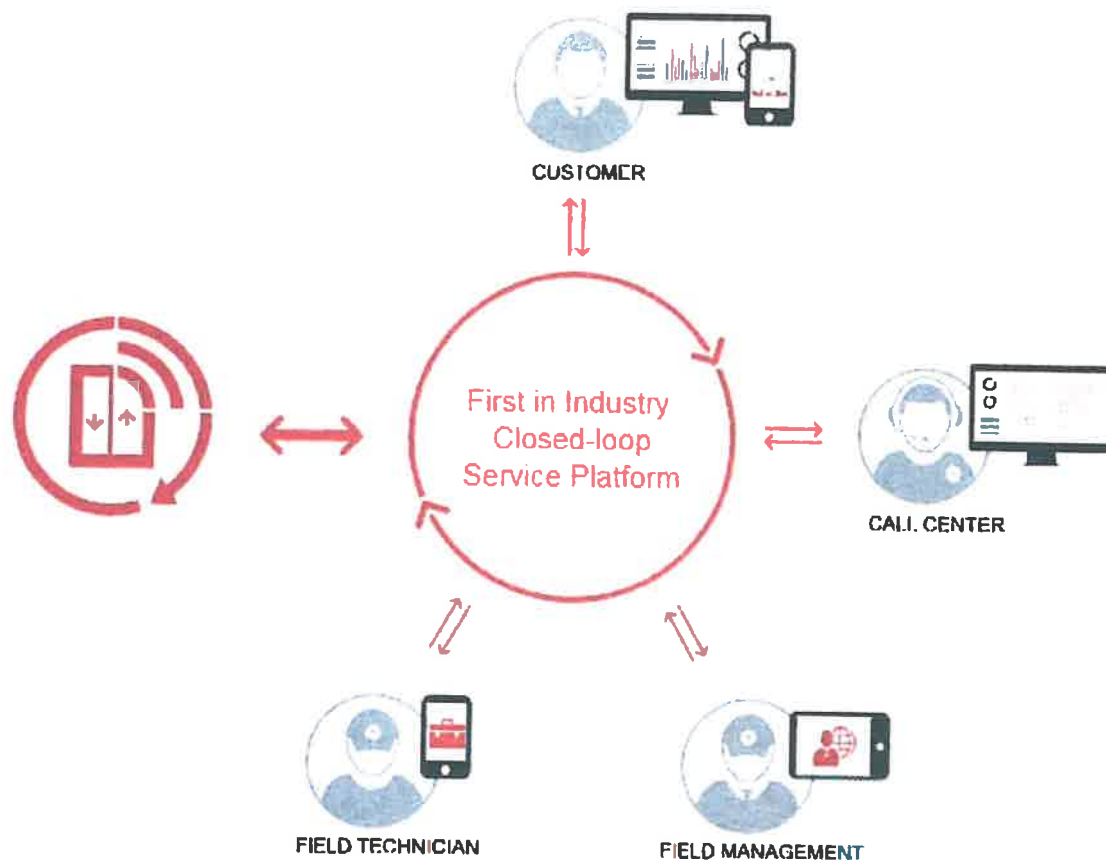
Schindler contracts with approved truck, rail and marine carriers for off-shore shipments to Hawaii and Alaska. Approved truck and rail carriers are used for shipments to Canada.

Modernization

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

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

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



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

New Installation

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

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

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

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

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

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

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

New Installation

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

Modernization

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

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

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

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

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

***Does not include Mod or New Installation

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

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

New Installation

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

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

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

Industry-Specific Questions

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

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

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

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

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

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

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

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

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

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

Signature: _____



Date: _____

9/30/16

Schindler Pricing Strategy - Equipment Pricing

Stops		Age	Coverage	Use	Condition	Manufacturer	Configuration for Best Pricing							
Hydro	Geared	Gearless	Escalator	Moving Walk	Wheelchair Lift	Other	Maintainance Model	Obsolescence	Usage	Admin Fees	Volume Disc.	Ideal Pricing	Modernization Pricing	Discounted MOD price
2-3 Stops	< 15 Yrs	8 hrs	Passenger	Good	OEM	Standard OEM	OEM Standard	Low	> \$1.8M Maint Spend	> 900 Units	\$ 115.00	\$ 78,000	\$ 70,200.0	
4-5 Stops	< 15 Yrs	8 hrs	Passenger	Good	OEM	Standard OEM	OEM Standard	Low	> \$1.8M Maint Spend	> 900 Units	\$ 215.00	\$ 185,000	\$ 175,750.00	
6-10 Stops	< 15 Yrs	8 hrs	Passenger	Good	OEM	Standard OEM	OEM Standard	Low	> \$1.8M Maint Spend	> 900 Units	\$ 350.00	\$ 240,000	\$ 228,000.00	
10' - 20'	< 15 Yrs	8 hrs		Good	OEM	Standard OEM	OEM Standard		> \$1.8M Maint Spend	> 900 Units	\$ 450.00	\$ 350,000	\$ 332,500.00	
10' - 20'	< 15 Yrs	8 hrs		Good	OEM	Standard OEM	OEM Standard		> \$1.8M Maint Spend	> 900 Units	\$ 500.00	TBD	TBD	
2-3 Stops	< 15 Yrs	8 hrs	General	Good	OEM	Standard OEM	OEM Standard	Low	> \$1.8M Maint Spend	> 900 Units	\$ 90.00	Replace only	Replace only	
2-3 Stops	< 15 Yrs	8 hrs	General	Good	OEM	Standard OEM	OEM Standard	Low	> \$1.8M Maint Spend	> 900 Units	TBD	TBD	TBD	

••Modernization Qualifications

Hydraulic modernizations

Geared & Gearless Modernization

Escalator Modernizations

Overall Clarifications on all MOD work:

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

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

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

All pricing is based upon mutually agreeable on site storage

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

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

Modernization Discount:

Hydraulic elevators 10% off list price

Traction (both geared and gearless) 5% off list price

Escalators 5% off list price

Discount Clarifications:

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

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

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

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

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

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

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

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

Schindler Pricing Configurator

Ideal condition selection for best price specific to equipment type
 Not applicable for the equipment type

S. No	Category	Options	Base Price						#VALUE!
			\$ 115.00	\$ 215.00	\$ 350.00	\$ 450.00	\$ 500.00	\$ 90.00	
1	Use of Elevator	Adder to base price	Hydro	Geared	Gearless	Escalators	Moving Walk	Wheelchair Lift	Other
		Passenger	0%	0%	0%	0%	0%	0%	0%
		Freight	Yes	Yes	Yes				
2	Stops/Rise	Service	No	No	No				No
		2 - 3 Stops	No	No	No				No
		4 - 5 Stops	Yes	Yes	Yes				Yes
		6 - 10 Stops	No	Yes	No				Yes
		11 - 15 Stops	No	No	Yes				No
3	Entrances	> 15 Stops		No	No				No
		Only Front Entrance		No	No				No
4	Callback Coverage	Front & Rear Entrance	Yes	Yes	Yes				No
		8 Hour Coverage	No	No	No				Yes
5	Cleandowns	24 Hour Coverage	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		Cleandown Required	No	No	No	No	No	No	No
6	Age of Equipment	WA state Esc. Cleandown Required	No	No	No	No	No	No	No
		< 15 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		16 - 25 years	No	No	No	No	No	No	Yes
7	Testing Requirement	Age > 26	No	No	No	No	No	No	No
		Standard 1 year testing	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Geography	Fire Service Testing	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		Low Labor Rate Area	No	No	No	No	No	No	No
		Med Labor Rate Area	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		High Labor Rate Area	No	No	No	No	No	No	No
		Major City high Labor Rate Area (NYC, SFO, LA)	No	No	No	No	No	No	No
9	Permits	No Permits Required	Yes	Yes	Yes	Yes	Yes	Yes	No
		Permits (MA)	No	No	No	No	No	No	Yes
10	Manufacturer	OEM Manufacturer controller	Yes	Yes	Yes	Yes	Yes	Yes	No
		Non-OEM Manufacturer controller	No	No	No	No	No	No	Yes
		Proprietary Equipment	No	No	No	No	No	No	No
11	Equipment Condition	Good	Yes	Yes	Yes	Yes	Yes	Yes	No
		Average	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		Poor	No	No	No	No	No	No	Yes
12	Maintenance Model	Standard OEM Model	No	No	No	No	No	No	No
		Mandated Visitation/Hours	Yes	Yes	Yes	Yes	Yes	Yes	No
		Resident Technician Coverage	No	No	No	No	No	No	Yes
13	Obsolescence Clause	OEM Standard	No	No	No	No	No	No	No
		Non Standard	Yes	Yes	Yes	Yes	Yes	Yes	No
14	Escalator Rise	10' - 20'	No	No	No	No	No	No	No
		> 20'				Yes	Yes	Yes	Yes
15	Equipment Usage	Low usage				No	No		
		Med. Usage	Yes	Yes	Yes				
		Heavy usage	No	No	No				Yes
16	Environment	Ideal (non-Humid, Moderate)	No	No	No			No	No
		Humid or Extreme heat	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		Exposed to elements	No	No	No	No	No	No	Yes
17	Admin Fee for NJPA Maintenance Spend	Up to \$1.5M = 2%	No	No	No	No	No	No	No
		\$1.5M to \$2.5M = 2.5%	No	No	No	No	No	No	No
		> 2.5M = 3%	No	No	No	No	No	No	No
18	Volume Discount	1-200 = 3%	Yes	Yes	Yes	Yes	Yes	Yes	No
		201-300 = 4%	No	No	No	No	No	No	No
		301-499 = 5%	No	No	No	No	No	No	No
		500-1499 = 6%	No	No	No	No	No	No	No
		1500-2499 = 7%	No	No	No	No	No	No	No

Confidential Proprietary

		2500-2999 = 8%	No	No	No	No	No	No	No
		3000-3999 = 9%	No	No	No	No	No	No	No
		> 4000 = 10%	Yes	Yes	Yes	Yes	Yes	Yes	Yes
19	Annual Labor (union) & Mat. Cost Increases - (Depends on the date when equipment is brought into Schindler service)	Sep '16 - Mar '17	Yes	Yes	Yes	Yes	Yes	Yes	Yes
		Apr '17 - Mar '18	No	No	No	No	No	No	No
		Apr '18 - Mar '19	No	No	No	No	No	No	No
		Apr '19 - Mar '20	No	No	No	No	No	No	No
		Apr '20 - Mar '21	No	No	No	No	No	No	No
		Apr '21 - Mar '22	No	No	No	No	No	No	No
20	Capacity	2000-2500lbs	Yes	Yes	Yes	Yes	Yes	Yes	
21		3000-4500lbs	No	No	No	No	No	No	
22		5000- 8000lbs	No	No	No	No	No	No	
23		>10,000lbs	No	No	No	No	No	No	
24	Miscellaneous	Misc.							
25	Miscellaneous	Misc.							
26	Miscellaneous	Misc.							



Schindler Hydraulic Elevator Material Pricing	
Controller	11,105.00
Power Unit	4,879.00
Roller Guides	1,520.00
Roller Guides adapter plates	1,060.00
Exit Guard Railing	634.00
Exhaust Fan	290.00
New Doors	3,402.00
Door Operating Equipment	3,401.00
Fixtures	7,768.00
Rupture Valve	507.00
Jack Assembly	7,005.00
Misc. Wiring	3,432.00
Total	45,003.00

Schindler Escalator Material Pricing	
Drives	32,000.00
Step Chain & Drive Chains	12,000.00
Handrails	4,000.00
Weldments	14,000.00
Steps	60,000.00
Handrail Drive Components	15,000.00
Balustrade Material	12,000.00
Decking	8,000.00
Skirt Panels	5,000.00
Controller and Electrical Package	36,000.00
Floor Plates	5,000.00
Total	203,000.00

Note: Pricing for these components is good through 12/31/18

PORT OF LOS ANGELES



This contract adheres to T&Cs of the NJPA contract #100516-SCH.
 "This agreement is inclusive of all current discounts and fees"

THIS DOCUMENT SHOWS STANDARD BILLING RATES AND CONTRACT EQUIPMENT SERVICE PRICING FOR SCHINDLER ELEVATOR CORPORATION FOR LOS ANGELES, ORANGE, AND SAN BERNARDINO COUNTIES.

MODERNIZATION LABOR RATE FORM

HOURLY RATES FOR DURATION OF THE PROJECT

1. Contractor's Regular Billing Rates During Normal Working (6:00 a.m. to 4:30 p.m.) Hours,
 Monday through Friday: \$ 266.95 per mechanic hour.
 \$ 493.32 per *team hour.

2. Contractor's Overtime Billing Rates Outside of Normal Working Hours:

Monday through Friday: \$ 400.03 per mechanic hour.
 \$ 734.75 per *team hour.

Saturday & Sunday: \$ 400.03 per mechanic hour.
 \$ 734.75 per *team hour.

Holidays: \$ 400.03 per mechanic hour.
 \$ 734.75 per *team hour.

* - A team is one mechanic and one helper

END OF MODERNIZATION LABOR RATE FORM

MAINTENANCE LABOR RATE FORM

HOURLY RATES FOR DURATION OF THE PROJECT

1. Contractor's Regular Billing Rates During Normal Working (6:00 a.m. to 4:30 p.m.) Hours,
 Monday through Friday, After hours calls will be billed at "Bonus Time Only" (BTO) premium only.
 Monday through Friday: \$ 265.00 per mechanic hour.
 \$ 477.00 per *team hour.

2. Contractor's Overtime Billing Rates Outside of Normal Working Hours:

Monday through Friday: \$ 450.50 per mechanic hour.
 \$ 953.99 per *team hour.

Saturday & Sunday: \$ 530.00 per mechanic hour.
 \$ 953.99 per *team hour.

Holidays: \$ 530.00 per mechanic hour.
 \$ 953.99 per *team hour.

* - A team is one mechanic and one helper



PORT OF LOS ANGELES

END OF MAINTENANCE LABOR RATE FORM**Equipment Monthly Maintenance Billing Rates Per Unit.**

Equipment	NJPA OEM Pricing	Non Standard OEM Pricing
Hydraulic	115.00	200.00
Geared	215.00	400.00
Gearless	350.00	450.00
Escalators	450.00	525.00