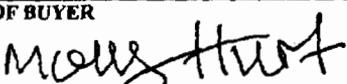




NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

B32 15025

CONTRACT NUMBER C315025002	CONTRACT TITLE Elevator/Escalator Maintenance Services (Southwest Region)
AMENDMENT NUMBER 002	CONTRACT PERIOD March 1, 2016 through February 28, 2017
REQUISITION NUMBER N/A	VENDOR NUMBER 3412700560 4
CONTRACTOR NAME AND ADDRESS Schindler Elevator Corporation 1802 Jasper Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C315025002 is hereby amended pursuant to the attached amendment #002, date February 15, 2016.	
BUYER Molly Hurt	BUYER CONTACT INFORMATION Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3-1-16
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: C315025002
TITLE: Elevator/Escalator Maintenance Services (Southwest Region)
ISSUE DATE: 12/28/15

REQ NO.: N/A
BUYER: Molly Hurt
PHONE NO.: (573) 751-8900
E-MAIL: molly.hurt@oa.mo.gov

TO: SCHINDLER ELEVATOR CORPORATION
1802 JASPER
KANSAS CITY MO 64116

RETURN AMENDMENT BY NO LATER THAN: 01/14/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	molly.hurt@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies throughout the State of Missouri

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>SCHINDLER ELEVATOR CORPORATION</i>
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS <i>1802 JASPER</i>
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE <i>NORTH KANSAS CITY MO 64116</i>

CONTACT PERSON <i>GARLAND ALTEN</i>		EMAIL ADDRESS <i>GARLAND.ALTEN@US.schindler.com</i>
PHONE NUMBER <i>816-216-9207</i>		FAX NUMBER <i>816-842-1976</i>
TAXPAYER ID NUMBER (TIN) <i>34-1270056</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) <i>3412700560 4</i>
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>2/15/16</i>
PRINTED NAME <i>GARLAND ALTEN</i>		TITLE <i>BRANCH MANAGER</i>

AMENDMENT #002 TO CONTRACT C315025002

CONTRACT TITLE: Elevator/Escalator Maintenance Services (Southwest Region)

CONTRACT PERIOD: March 1, 2016 through February 28, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE
(C/S Code: 91014)

SOUTHWEST REGION

SOUTHWEST REGION - Monthly Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 st Renewal Option Period Firm, Fixed Price Per Month
Department of Labor & Industrial Relations				
196	Elevator 1-Lobby	Otis/ Passenger-Hydraulic	4747	\$ <u>205</u>
Penney State Office Building				
200	East	White-Evans/ Passenger-Hydraulic	1369	\$ <u>185</u>
201	West	White-Evans/ Passenger-Hydraulic	1370	\$ <u>185</u>
Missouri Crime Laboratory				
202	Main	Thyssenkrupp/ Passenger Hydraulic	19369	\$ <u>210</u>
Troop D Headquarters				
203	Main Lobby	Montgomery/ Passenger-Hydraulic	8691	\$ <u>210</u>
Troop G Headquarters				
204	Main Lobby	Otis/ Passenger-Hydraulic	8571	\$ <u>210</u>
Joplin Career Center				
205	Main	ThyssenKrupp/ Passenger-Hydraulic	6031	\$ <u>210</u>

SOUTHWEST REGION - Quarterly Preventative Maintenance				
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	1 st Renewal Option Period Firm, Fixed Price per Quarter
South Central Correctional Center				
206	Admin. Bldg.	Dover/ Passenger-Hydraulic	10449	\$ <u>625</u>

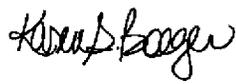
Line #	Service	1 st Renewal Option Period Firm, Fixed Price Per Hour
207	Service Request Performed by a Mechanic	\$ <u>0</u>
208	Service Request Performed by an Apprentice	\$ <u>0</u>
209	Immediate Service Performed by a Mechanic	\$ <u>0</u>
210	Immediate Service Performed by an Apprentice	\$ <u>0</u>
211	Emergency Service Performed by a Mechanic	\$ <u>0</u>
212	Emergency Service Performed by an Apprentice	\$ <u>0</u>

Line #	Service	1 st Renewal Option Period Firm, Fixed Price Per Hour
213	Basic Repair Services Performed by a Mechanic	\$ <u>155</u>
214	Basic Repair Services Performed by an Technician	\$ <u>155</u>
215	Percentage Over Actual Net Cost for Parts/Materials	20%



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing-materials-management>

SOLICITATION NUMBER B3Z15025	CONTRACT TITLE Elevator/Escalator Maintenance Services (Southwest Region)
CONTRACT NUMBER C315025002	CONTRACT PERIOD March 1, 2015 - February 29, 2016
REQUISITION NUMBER NR 300 22004000087	VENDOR NUMBER 3412700560 4
CONTRACTOR NAME AND ADDRESS Schindler Elevator Corporation 1802 Jasper Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS Various State Agencies located throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Schindler Elevator Corporation in response to B3Z15025 is accepted as to the Southwest Region.	
BUYER Kyle Wilde	BUYER CONTACT INFORMATION Email: kyle.wilde@oa.mo.gov Phone: (573) 751- 4148 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/10/2015
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  Karen S. Boeger	

ORIGINAL



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 2
RFP NO.: B3Z15025
TITLE: Elevator / Escalator Maintenance Services
ISSUE DATE: December 12, 2014

REQ NO.: NR 300 22004000087
BUYER: Kyle Wilde
PHONE NO.: (573) 751-4148
E-MAIL: kyle.wilde@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: Tuesday, December 23, 2014 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)
DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

(Courier Service)
DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies and Locations

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME
MAILING ADDRESS
CITY, STATE, ZIP CODE

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Schindler Elevator Corporation
IRS FORM 1099 MAILING ADDRESS 1802 Jasper CITY, STATE, ZIP CODE Kansas City, MO 64116

CONTACT PERSON Paul Parks		EMAIL ADDRESS Paul.parks@us.schindler.com
PHONE NUMBER 816-216-9201		FAX NUMBER 816-842-1976
TAXPAYER ID NUMBER (TIN) 34-1270056	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 3412700560 #4
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE 		DATE 12/22/14
PRINTED NAME Park Parks		TITLE District Manager

AMENDMENT #2 to RFP B3Z15025

TITLE: Elevator / Escalator Maintenance Service

CONTRACT PERIOD: Effective Date of Contract through One Year

RFP B3Z15025 is hereby revised as follows:

1. **Closing Date:**

As Stated: Return proposal no later than: December 18, 2014 at 2:00 PM.

Change To: Return proposal no later than: December 23, 2014 at 2:00 PM.

2. Item 4.5.1 b. of the Pricing Page was revised to add Line Item 276 to add the Center Building elevator at the Western Reception Diagnostic Correctional Center.
3. Attachment #1 is revised to add the Center Building elevator at the Western Reception Diagnostic Correctional Center.



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 1
RFP NO.: B3Z15025
TITLE: Elevator / Escalator Maintenance Services
ISSUE DATE: December 5, 2014

REQ NO.: NR 300 22004000087
BUYER: Kyle Wilde
PHONE NO.: (573) 751-4148
E-MAIL: kyle.wilde@oa.mo.gov

Return Proposal Date changed to December 23, 2014 in lieu of December 18, 2014 via Amendment #2
RETURN PROPOSAL NO LATER THAN: Thursday, December 23, 2014 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

<p>(U.S. Mail) DPMM PO BOX 809 JEFFERSON CITY MO 65102-0809</p>	or	<p>(Courier Service) DPMM 301 WEST HIGH STREET, ROOM 630 JEFFERSON CITY MO 65101-1517</p>
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CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies and Locations

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	Schindler Elevator Corporation
CITY, STATE, ZIP CODE	IRS FORM 1099 MAILING ADDRESS
	1802 Jasper
	CITY, STATE, ZIP CODE
	Kansas City, MO 64116

CONTACT PERSON	EMAIL ADDRESS	
Paul Parks	Paul.parks@us.schindler.com	
PHONE NUMBER	FAX NUMBER	
816-216-9201		
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)
34-1270056	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	3412700560 0
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE	DATE	
	12/22/14	
PRINTED NAME	TITLE	
Park Parks	District Manager	

AMENDMENT #1 to RFP B3Z15025

TITLE: Elevator / Escalator Maintenance Services

CONTRACT PERIOD: Effective Date of Contract through One Year

RFP B3Z15025 is hereby revised as follows:

1. The following paragraph in RFP B3Z15025 contains changes:

2.7.1 c 1) item two (2)



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15025
TITLE: Elevator / Escalator Maintenance Services
ISSUE DATE: November 5, 2014

REQ NO.: NR 300 22004000087
BUYER: Kyle Wilde
PHONE NO.: (573) 751-4148
E-MAIL: kyle.wilde@oa.mo.gov

Return Proposal Date changed to December 23, 2014 in lieu of December 18, 2014 via Amendment #2

RETURN PROPOSAL NO LATER THAN: Thursday, December 23, 2014 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: (U.S. Mail) DPMM or (Courier Service) DPMM
PO BOX 809 301 WEST HIGH STREET, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various State Agencies and Locations

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		Schindler Elevator Corporation	
CITY, STATE, ZIP CODE		IRS FORM 1099 MAILING ADDRESS	
		1802 Jasper	
		CITY, STATE, ZIP CODE	
		Kansas City, MO 64116	
CONTACT PERSON		EMAIL ADDRESS	
Paul Parks		Paul.parks@us.schindler.com	
PHONE NUMBER		FAX NUMBER	
816-216-9201			
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)	
34-1270056	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	3412700560	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		12/22/14	
PRINTED NAME		TITLE	
Park Parks		District Manager	

4.3 **Greater Kansas City Region** – In the event the offeror is proposing to provide services in the Greater Kansas City Region, the offeror shall provide prices for each of the following:

4.3.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

GREATER KANSAS CITY REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Maximum Price per Month	2 nd Renewal Option Period Maximum Price per Month	3 rd Renewal Option Period Maximum Price per Month
Department of Labor & Industrial Relations Building							
120	Main Lobby	Kone/ Passenger	15652	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
Fletcher Daniels State Office Building							
121	#1	Mont/ Passenger-Traction	1151	\$ <u>600</u>	\$ <u>625</u>	\$ <u>650</u>	\$ <u>675</u>
122	#2	Mont/ Passenger-Traction	1152	\$ <u>600</u>	\$ <u>625</u>	\$ <u>650</u>	\$ <u>675</u>
123	#3	Mont/ Passenger-Traction	1153	\$ <u>600</u>	\$ <u>625</u>	\$ <u>650</u>	\$ <u>675</u>
124	#4-Dock	Mont/ Freight-Traction	1154	\$ <u>600</u>	\$ <u>625</u>	\$ <u>650</u>	\$ <u>675</u>
Kansas City Regional Center							
125	Main Bldg	Dover/ Passenger Hydraulic	10333	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
Troop A Headquarters							
126	Main Lobby	Mont/ Passenger-Traction	2083	\$ <u>500</u>	\$ <u>525</u>	\$ <u>550</u>	\$ <u>575</u>
Center for Behavioral Medicine							
127	South #1	Otis/ Passenger Hydraulic	13202	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
128	South #2	Otis/ Passenger Hydraulic	13203	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
129	North #1	Otis/ Passenger Hydraulic	13200	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
130	North #2	Otis/ Passenger Hydraulic	13201	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>

GREATER KANSAS CITY REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Maximum Price per Month	2 nd Renewal Option Period Maximum Price per Month	3 rd Renewal Option Period Maximum Price per Month
Missouri Veterans Home - Warrensburg							
131	Service Hall	Schumacher / Freight Hydraulic	6635	\$ <u>190</u>	\$ <u>200</u>	\$ <u>220</u>	\$ <u>230</u>
Waverly Regional Youth Center							
132	West End	White Evans/Passenger	13463	\$ <u>180</u>	\$ <u>190</u>	\$ <u>200</u>	\$ <u>210</u>

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

GREATER KANSAS CITY REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 st Renewal Option Period Maximum Price per Quarter	2 nd Renewal Option Period Maximum Price per Quarter	3 rd Renewal Option Period Maximum Price per Quarter
B.W. Shepherd School for the Severely Handicapped							
133	Northwest corner	Mont/ Passenger Hydraulic	7801	\$ <u>450</u>	\$ <u>500</u>	\$ <u>550</u>	\$ <u>575</u>
Kansas City Community Release Center-P&P							
134	West	Montgomery/ Passenger Hydraulic	11365	\$ <u>450</u>	\$ <u>500</u>	\$ <u>550</u>	\$ <u>575</u>

4.3.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
135	Service Request Performed by a Mechanic	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
136	Service Request Performed by an Apprentice	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
137	Immediate Service Performed by a Mechanic	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
138	Immediate Service Performed by an Apprentice	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

139	Emergency Service Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
140	Emergency Service Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0

4.3.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
141	Basic Repair Services Performed by a Mechanic	\$ 150 Firm, Fixed Price per Hour	\$ 155 Firm, Fixed Price per Hour	\$ 160 Firm, Fixed Price per Hour	\$ 165 Firm, Fixed Price per Hour
142	Basic Repair Services Performed by an Technician	\$ 140 Firm, Fixed Price per Hour	\$ 145 Firm, Fixed Price per Hour	\$ 150 Firm, Fixed Price per Hour	\$ 155 Firm, Fixed Price per Hour
143	Percentage Over Actual Net Cost for Parts/Materials	22 %			

4.5 **Northwest Region** – In the event the offeror is proposing to provide services in the Northwest Region, the offeror shall provide prices for each of the following:

4.5.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION – Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Maximum Price per Month	2 nd Renewal Option Period Maximum Price per Month	3 rd Renewal Option Period Maximum Price per Month
St. Joseph Career Center							
155	Lobby	Montgomery/ Passenger-Hydraulic	18990	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
St. Joseph State Office Building							
156	Lobby	Esco/ Passenger-Hydraulic	1013	\$ <u>150</u>	\$ <u>160</u>	\$ <u>170</u>	\$ <u>180</u>
157	Lobby	Esco/ Passenger-Hydraulic	1014	\$ <u>150</u>	\$ <u>160</u>	\$ <u>170</u>	\$ <u>180</u>
158	Lobby	Esco/ Passenger-Hydraulic	1015	\$ <u>150</u>	\$ <u>160</u>	\$ <u>170</u>	\$ <u>180</u>
Troop H Headquarters							
159	Main Lobby	Montgomery/ Passenger-Hydraulic	8614	\$ <u>150</u>	\$ <u>160</u>	\$ <u>170</u>	\$ <u>180</u>
Missouri Veterans Home - Cameron							
160	#1 Dock Area	Dover / Passenger Hydraulic	7093	\$ <u>150</u>	\$ <u>160</u>	\$ <u>170</u>	\$ <u>180</u>

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 st Renewal Option Period Maximum Price per Quarter	2 nd Renewal Option Period Maximum Price per Quarter	3 rd Renewal Option Period Maximum Price per Quarter
Maryville Treatment Center							
161	Building 2-North Entry	Access Industries/ LULA	2829	\$ <u>500</u>	\$ <u>550</u>	\$ <u>600</u>	\$ <u>650</u>

NORTHWEST REGION – Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 st Renewal Option Period Maximum Price per Quarter	2 nd Renewal Option Period Maximum Price per Quarter	3 rd Renewal Option Period Maximum Price per Quarter
Western Reception Diagnostic Correctional Center							
162	Maintenance Bldg.	ESCO/ Freight-Hydraulic	2324	\$ <u>425</u>	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>
163	HU 1 North	Otis/ Passenger-Traction	2322	\$ <u>1100</u>	\$ <u>1150</u>	\$ <u>1200</u>	\$ <u>1250</u>
164	HU 1 South	Otis/ Passenger-Traction	2323	\$ <u>1100</u>	\$ <u>1150</u>	\$ <u>1200</u>	\$ <u>1250</u>
165	Laundry	Otis/ Freight-Traction	2320	\$ <u>1100</u>	\$ <u>1150</u>	\$ <u>1200</u>	\$ <u>1250</u>
166	Regional Bldg	Otis/ Passenger-Hydraulic	2331	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
167	HU 11 East	Montgomery/ Passenger-Hydraulic	2329	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
168	HU 11 West	Montgomery/ Passenger-Hydraulic	2330	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
169	HU#10	Otis/ Passenger-Hydraulic	2326	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
170	R&D Bldg 10 West	Otis/ Passenger-Hydraulic	2327	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
171	R&D Bldg 10 East	Otis/ Passenger-Hydraulic	2328	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
172	Education Bldg HU#9	Otis/ Passenger-Hydraulic	2321	\$ <u>450</u>	\$ <u>475</u>	\$ <u>500</u>	\$ <u>550</u>
Line Item Added Via Amendment #2							
276	Center Building	Otis/Traction Passenger	2332	\$ <u>1100</u>	\$ <u>1150</u>	\$ <u>1200</u>	\$ <u>1250</u>

c. Semi-Annual Preventative Maintenance: The offeror shall provide a firm, fixed semi-annual price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

NORTHWEST REGION – Semi-Annual Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Semi-Annual	1 st Renewal Option Period Maximum Price per Semi-Annual	2 nd Renewal Option Period Maximum Price per Semi-Annual	3 rd Renewal Option Period Maximum Price per Semi-Annual
Crossroads Correctional Center							
173	Admin. Bldg.-Lobby	Otis/ Passenger-Hydraulic	6363	\$ <u>600</u>	\$ <u>650</u>	\$ <u>700</u>	\$ <u>750</u>

4.5.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
174	Service Request Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
175	Service Request Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0
176	Immediate Service Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
177	Immediate Service Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0
178	Emergency Service Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
179	Emergency Service Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0

4.5.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
180	Basic Repair Service Performed by a Mechanic	\$ 150 Firm, Fixed Price per Hour	\$ 155 Firm, Fixed Price per Hour	\$ 160 Firm, Fixed Price per Hour	\$ 165 Firm, Fixed Price per Hour
181	Basic Repair Service Performed by an Technician	\$ 135 Firm, Fixed Price per Hour	\$ 140 Firm, Fixed Price per Hour	\$ 145 Firm, Fixed Price per Hour	\$ 150 Firm, Fixed Price per Hour
182	Percentage Over Actual Net Cost for Parts/Materials	20 %			

4.5.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____

4.7 **Southwest Region** – In the event the offeror is proposing to provide services in the Southwest Region, the offeror shall provide prices for each of the following:

4.7.1 Preventive Maintenance Service by Covered Unit: The offeror shall provide a firm, fixed price for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

a. Monthly Preventative Maintenance: The offeror shall provide a firm, fixed price per month for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHWEST REGION -- Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Maximum Price per Month	2 nd Renewal Option Period Maximum Price per Month	3 rd Renewal Option Period Maximum Price per Month
Department of Labor & Industrial Relations							
196	Elevator 1-Lobby	Otis/ Passenger-Hydraulic	4747	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
Nevada Habilitation Center							
197	Vernon Hall South	Westinghouse/ Passenger-Hydraulic	4245	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
198	Vernon Hall North	Miller/Vertitron/ Passenger-Hydraulic	4244	\$ <u>200</u>	\$ <u>205</u>	\$ <u>210</u>	\$ <u>215</u>
199	Machine Shop	Otis/ Freight-Traction	4246	\$ <u>400</u>	\$ <u>420</u>	\$ <u>440</u>	\$ <u>460</u>
Penney State Office Building							
200	East	White-Evans/ Passenger-Hydraulic	1369	\$ <u>180</u>	\$ <u>185</u>	\$ <u>190</u>	\$ <u>195</u>
201	West	White-Evans/ Passenger-Hydraulic	1370	\$ <u>180</u>	\$ <u>185</u>	\$ <u>190</u>	\$ <u>195</u>
Missouri Crime Laboratory							
202	Main	Thyssenkrupp/ Passenger-Hydraulic	19369	\$ <u>200</u>	\$ <u>210</u>	\$ <u>220</u>	\$ <u>230</u>
Troop D Headquarters							
203	Main Lobby	Montgomery/ Passenger-Hydraulic	8691	\$ <u>200</u>	\$ <u>210</u>	\$ <u>220</u>	\$ <u>230</u>
Troop G Headquarters							
204	Main Lobby	Otis/ Passenger-Hydraulic	8571	\$ <u>200</u>	\$ <u>210</u>	\$ <u>220</u>	\$ <u>230</u>

SOUTHWEST REGION - Monthly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Maximum Price per Month	2 nd Renewal Option Period Maximum Price per Month	3 rd Renewal Option Period Maximum Price per Month
Joplin Career Center							
205	Main	ThyssenKrupp/ Passenger- Hydraulic	6031	\$ <u>200</u>	\$ <u>210</u>	\$ <u>220</u>	\$ <u>230</u>

b. Quarterly Preventative Maintenance: The offeror shall provide a firm, fixed price per quarter for the original contract period and a maximum price for each potential renewal period for Preventive Maintenance services for each covered unit listed below.

SOUTHWEST REGION - Quarterly Preventative Maintenance							
Line Item	Location of Covered Unit	Manufacturer/Type	Equip ID	Original Contract Period Firm, Fixed Price per Quarter	1 st Renewal Option Period Maximum Price per Quarter	2 nd Renewal Option Period Maximum Price per Quarter	3 rd Renewal Option Period Maximum Price per Quarter
South Central Correctional Center							
206	Admin. Bldg.	Dover/ Passenger- Hydraulic	10449	\$ <u>600</u>	\$ <u>625</u>	\$ <u>650</u>	\$ <u>675</u>

4.7.2 Service Requests: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site service requests performed by the mechanic and apprentice.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
207	Service Request Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
208	Service Request Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0
209	Immediate Service Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
210	Immediate Service Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0
211	Emergency Service Performed by a Mechanic	\$ 0	\$ 0	\$ 0	\$ 0
212	Emergency Service Performed by an Apprentice	\$ 0	\$ 0	\$ 0	\$ 0

4.7.3 Repair Services: The offeror shall provide a firm, fixed price per hour for the original contract period and a maximum price for each potential renewal period for on-site Basic Repair Services performed by the mechanic and technician. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Maximum Price per Hour	2 nd Renewal Option Period Maximum Price per Hour	3 rd Renewal Option Period Maximum Price per Hour
213	Basic Repair Services Performed by a Mechanic	\$ 150 Firm, Fixed Price per Hour	\$ 155 Firm, Fixed Price per Hour	\$ 165 Firm, Fixed Price per Hour	\$ 170 Firm, Fixed Price per Hour
214	Basic Repair Services Performed by an Technician	\$ 150 Firm, Fixed Price per Hour	\$ 155 Firm, Fixed Price per Hour	\$ 160 Firm, Fixed Price per Hour	\$ 165 Firm, Fixed Price per Hour
215	Percentage Over Actual Net Cost for Parts/Materials	20 %			

4.7.4 Pre-Maintenance Repairs/Services – The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror’s inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is needed, copy this page and submit with proposal.

Building and Location of Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____

EXHIBIT B (continued)

Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	N/A
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	N/A
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	N/A %

Local Government Use (Cooperative Procurement):

The offeror should indicate agreement/disagreement to participate in the State of Missouri's Cooperative Procurement Program as described herein.

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	-----------------------------

EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now **Paul Parks** (Name of Business Entity Authorized Representative) as **District Manager** (Position/Title) first being duly sworn on my oath, affirm **Schindler Elevator Corporation** (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that **Schindler Elevator Corporation** (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u>Paul Parks</u> Authorized Representative's Signature	Paul Parks Printed Name
District Manager Title	12/17/14 Date
Paul.parks@us.schindler.com E-Mail Address	32855 E-Verify Company ID Number

Subscribed and sworn to before me this 17th of December, 2014. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 01/30/2018.
(NAME OF STATE) (DATE)

Leida M Pickett
Signature of Notary Date 12/17/14



EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that **Schindler Elevator Corporation** MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Paul Parks

Authorized Business Entity Representative's
Name (Please Print)



Authorized Business Entity
Representative's Signature

Schindler Elevator Corporation

Business Entity Name

12/17/14

Date

Paul.parks@us.schindler.com

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

E-Verify



Company ID Number: 32855
Client Company ID Number: 185674

Approved by:

Employer: Schlitzler Elevator

Name: Kara Ekert Title: Manager Human Resource

Name (Please Type or Print)

[Handwritten Signature]

Signature

Designated: ADP

Name (Please Type or Print)

[Handwritten Signature]

Signature

Department of Homeland Security - Verification (DHS)

Rebecca K. Green - San Antonio Branch Chief E-Verify

Name

[Handwritten Signature]

Signature

01/29/09

EXHIBIT D**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Schindler Elevator Corporation

09-480-9993

Company Name

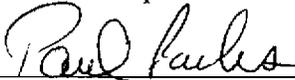
DUNS # (if known)

Paul Parks

District Manager

Authorized Representative's Printed Name

Authorized Representative's Title



12/17/14

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 32855
Client Company ID Number: 185674

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Schindler Elevator (Employer), and ADP (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 32855
Client Company ID Number: 185674

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

Company ID Number: 32855
Client Company ID Number: 185674

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



Company ID Number: 32855
Client Company ID Number: 185674

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4, above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

Company ID Number: 32855
Client Company ID Number: 185674

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

Company ID Number: 32855
Client Company ID Number: 185674

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance



Company ID Number: 32855
Client Company ID Number: 185674

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Institutions of higher education, State, local and tribal governments and



Company ID Number: 32855
Client Company ID Number: 185674

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. *Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.*

- e. *Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.*

Company ID Number: 32855
Client Company ID Number: 185674

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon



Company ID Number: 32855
Client Company ID Number: 185674

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

Company ID Number: 32855
Client Company ID Number: 185674

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V



Company ID Number: 32855
Client Company ID Number: 185674

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.



Company ID Number: 32855
Client Company ID Number: 185674

- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

Schindler Elevator (Employer) hereby designates and appoints ADP (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out Schindler Elevator (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



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Company ID Number: 32855
Client Company ID Number: 185674

Approved by:

Employer Schindler Elevator

Kara Ekert

Manager, Human Resources

Name (Please Type or Print)

Title

January 29, 2009

Signature

Date

Designated Agent ADP

Name (Please Type or Print)

Title

Signature

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 32855
Client Company ID Number: 185674

Information Required For the E-Verify Designated Agent Program

Information relating to your Company:

Company Name: Schindler Elevator

Company Facility Address: 20 Whippany Road

Morristown, NJ 07960

County or Parish: MORRIS

Employer Identification Number: 341270056

North American Industry Classification Systems Code: 335

Parent Company:

Number of Employees: 5,000 to 9,999



1802 Jasper
Kansas City, MO 64116
ADDRESS SERVICE REQUESTED

RCVD DEC 23 '14 AM 11:24 OA-OPMM

RFP No. # B3Z15025

Due Date: December 23, 2014
