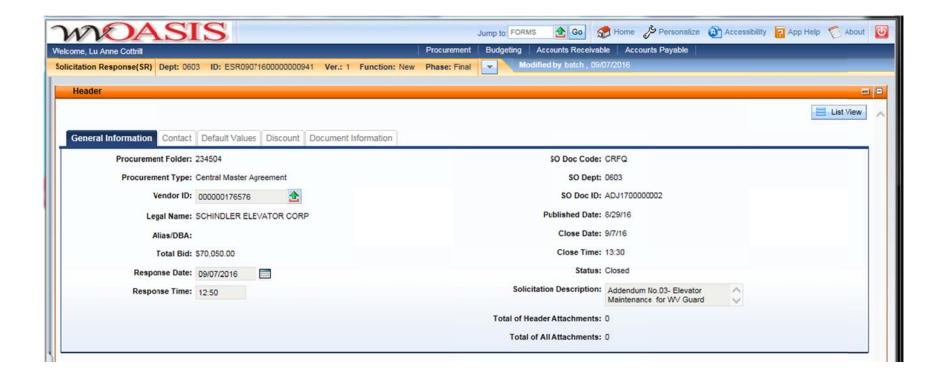


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





# State of West Virginia Solicitation Response

Proc Folder: 234504

Solicitation Description: Addendum No.03- Elevator Maintenance for WV Guard

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-09-07 13:30:00	SR 0603 ESR09071600000000941	1

VENDOR

000000176576

SCHINDLER ELEVATOR CORP

Solicitation Number: CRFQ 0603 ADJ1700000002

**Total Bid :** \$70,050.00 **Response Date**: 2016-09-07 **Response Time**: 12:50:07

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246 jessica.s.chambers@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Please see Exhibit C Pricing Page for				\$70,050.00
	details				

Comm Code	Manufacturer	Specification	Model #	
72101506				

**Extended Description:** 

Elevator Preventative Maintenance per Exhibit C Pricing Page. Pricing page must be submitted with the bid as an attachment if submitting via wvOasis.

Comments: Bid is per Exhibit C - Pricing Page

### **EXHIBIT C - PRICING PAGE**

## Preventive Maintenance:

Monthly Charge x 12 months = Total Yearly Charge \$ 3,650.00 x 12 = \$ 43,800.00

### **Corrective Maintenance:**

Hourly Labor Rate X **Estimated Hours Total Labor Cost** s 200, 00 \$ 20,000.00 100 X **Estimated Parts Cost** Multiplier X **Total Parts Cost** 1.25 \$ 6,250,00 \$5,000.00 X

Total Cost \* \$ 70,050.00

<sup>\*</sup> Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.

<sup>\*\*</sup>Quantities are estimated for bid evaluation purposes only.

<sup>\*\*\*</sup>Estimated cost for bid evaluation purposes only

<sup>\*\*\*\*</sup>Enter a Unit Price of Zero (0) if item will be provided at no cost- enter N/B if the item is not being bid or provided.

<b>DESIGNATED CONTACT:</b> Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.
Daniel Bower - Soly Rep.
Name, Title) BOWL - Salz RP
(Printed Name and Title) Are Charlesten WV 25312
(Address) 412-439-0818 / 304-296-3760
(Phone Number) / (Fax Number)  Caniel. baser (2) US. Schinler. Cam
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
Schindler Elevator Corp.
(Company)
(Authorized Signature) (Représentative Name, Title)
Mark Bernhard
(Printed Name and Title of Authorized Representative)  9/7/2016
(Date)
(412) 578-6600 F: (412) 578-6604
(Phone Number) (Fax Number)

Revised 05/04/2016

# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:	
Vendor's Name: Schindler Eterrice Corp	
Authorized Signature:	Date: 9-7-16
State of Cansy rania	
County of Allerhead, to-wit:	
Taken, subscribed, and sworn to before me this 7th day of 5 (11)	, 20 <u> / 6</u> .
My Commission expires	11
AFFIX SEAL HERE NOTARY PUBLIC _	1/1/1

Purchasing Affidavit (Revised 08/01/2015)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Michael Geiges, Notary Public

Kennedy Twp., Allegheny County

My Commission Expires Nov. 6, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,					
COUNTY OF Kanawha, TO-WIT:					
In Murk Bunhond , after being first duly sworn, depose and state as follows:					
1. I am an employee of Schioller Elevino Carp; and, (Company Name)					
2. I do hereby attest that Schurdle Elevater Cerp (Company Name)					
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.					
The above statements are sworn to under the penalty of perjury.					
Printed Name: Mark Borntord					
Signature:					
Title: General Marager					
Company Name: Schwiller Elector Carp.					
Date: 9-7-16					
Taken, subscribed and sworn to before me this 7th day of September, 2016.					
By Commission expires 11-6-16					
(Seal)					
(Notary Public)					

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. August 1, 2015

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Michael Geiges, Notary Public

Kennedy Twp., Allegheny County

My Commission Expires Nov. 6, 2018

MENBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

#### **Addendum Numbers Received:**

(Check the box next to each addendum received)

[)	<b>(</b> ]	Addendum No. 1	[	]	Addendum No. 6
[ ]	<b>Ķ</b> ]	Addendum No. 2	[	]	Addendum No. 7
[]	<b>〈</b> ]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	I	]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

Agency W.V. Army Making Guard REQ.P.O# APT 1700000002

	BID BOND
KNOW ALL MEN BY THESE PRESENTS That	we, the undersigned. Schindler Elevator Corp
of Marastown New	V Sersey as Principal, and West Virginia Army National
Grand of Charleston West Virgin	a corporation organized and existing under the laws of the State of
West VIDINIO with its principal office in the City of	as Sürety, are held and firmly bound unto the State
and the state of t	for the payment of which,
well and truly to be made, we jointly and severally bind ou	rselves, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation is such	that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, att	ached hereto and made a part hereof, to enter into a contract in writing for
	enter de la companya
NOW THEREFORE;	
attached hereto and shall fumish any other bands and ins	Principal shall enter into a contract in accordance with the bid or proposal surance required by the bid or proposal, and shall in all other respects perform a this obligation shall be null and void, otherwise this obligation shall remain in sed that the liability of the Surety for any and all claims hereunder shall, in no in stated.
The Surety, for the value received, hereby stipular way impaired or affected by any extension of the time waive notice of any such extension.	ates and agrees that the obligations of said Surety and its bond shall be in no ofthin which the Obligee may accept such bid, and said Surety does hereby
WITNESS, the following signatures and seals of	Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individu	
Érincipal Seal	Schundler Elevator Corp.  (Name of Principal)  By
	(Must be President, Vice President, or Duly Authorized Agent)
	benetal Manages (Fittle)
Surety Seal	W.V. Army National Great
	Attorney-in-Fact

IMPORTANT — Surefy executing bonds must be licensed in West Virginia to transact surefy insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

#### **BID BOND**

of Pittsburgh PA as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg IIL a corporation organized and existing under the laws of the State of MD with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% ) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.  The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance and Repairs for WV Army National Guard ADJ1700000002  **NOW THEREFORE,  (a) If said bid shall be rejected, or  (b) If said bid shall be rejected, or  (b) If said bid shall be rejected, or  (c) If said bid shall are accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the accepted and the Principal shall enter into a contract in accordance with the bid or proposal, and shall in all other respects perform the agreement created by the accepted and the Principal of the State of the Principal of the Principal of the State of the Principal of the	KNOW	ALL MEN BY THESE P	RESENTS, That we, the unde	rsigned, Schindler Elevator Corporation
Modern with its principal office in the City of Schaumburg				
with its principal office in the City of Schaumburg	Marviand of			
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$_5\\(\frac{5}\)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.  The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance and Repairs for WV Army National Guard ADJ1700000002  **NOW THEREFORE,**  (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the gregorement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full orce and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this				
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Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance and Repairs for WV Army National Guard ADJ1700000002    NOW THEREFORE,	,	, ,	•	
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Elevator Maintenance and Repairs for WV Army National Guard ADJ1700000002    NOW THEREFORE,	The Co	ondition of the above obli	gation is such that whereas th	e Principal has submitted to the Purchasing Section of the
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The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.  IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations nave caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  7th day of September , 2016  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By  (Must be President or Vice President)  Surety Corporate Seal  Fidelity and Deposit Company of Manyland Name of Manyland Name of Manyland	force and effect	t. It is expressly understo	ood and agreed that the liability	y of the Surety for any and all claims hereunder shall, in no event,
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  7th day of September , 2016  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By  (Must be President or Vice President)  Surety Corporate Seal  Surety Corporate Seal  Surety Corporate Seal  Surety Corporate Seal  When of Surety Seal  Name of Surety  Name of Surety  Name of Surety  Surety Corporate Seal  Surety Corporate Seal  Surety Corporate Seal	exceed the pen	nal amount of this obligation	on as herein stated.	
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  7th day of September , 2016  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By (Must be President or Vice President)  Surety Corporate Seal  Surety Corporate Seal  Surety Corporate Seal  Surety Corporate Seal  When of Surety Seal  Name of Surety Seal  Name of Surety  Name of Surety  Name of Surety			Charles to observe and annual	that the abligations of said Surety and its band shall be in no
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 7th day of September 2016.  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By (Must be President or Vice President)  Surety Corporate Seal  Surety Corporate Seal  Fidelity and Deposit Company of Manyland (Name) of surety)  By:	The St way impaired or	urety, for the value receiver affected by any extension	ed, nereby stipulates and agre on of the time within which the	Obligee may accept such bid, and said Surety does hereby
nave caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  7th day of September , 2016 .  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By (Must be President or Vice President)  Fidelity and Deposit Company of Maryland  Name of Edrety)  By:  Reposite Company of Maryland				
nave caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  7th day of September , 2016 .  Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By (Must be President or Vice President)  Fidelity and Deposit Company of Maryland  Name of Edrety)  By:  Reposite Company of Maryland				and their hands and early and such of them as are compressions.
Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By  (Must be President or Vice President)  Surety Corporate Seal  Fidelity and Deposit Company of Maryland (Name of Screty)  By:				
Principal Corporate Seal  Schindler Elevator Corporation (Name of Principal)  By  (Must be President or Vice President)  (Title)  Fidelity and Deposit Company of Maryland (Name of Surety)  By:				esents to be signed by their proper officers, this
(Name of Principal)  By  (Must be President or Vice President)  (Title)  Fidelity and Deposit Company of Maryland  (Name of Surety)  By:	/tnday	y of <u>September</u>		
(Name of Principal)  By  (Must be President or Vice President)  (Title)  Fidelity and Deposit Company of Maryland  (Name of Principal)  By  (Must be President or Vice President)  (Fidelity and Deposit Company of Maryland  (Name of Principal)  By:				Schindler Elevator Corporation
Surety Corporate Seal  By  (Must be President or Vice President)  (Title)  Fidelity and Deposit Company of Maryland (Name of Surety)  By:	Principal Corpo	orate Seal		
(Must be President or Vice President)  Surety Corporate Seal				• • • • • • • • • • • • • • • • • • • •
Surety Corporate Seal    Surety Corporate Seal   Surety Corporate Seal   Surety Corporate Seal   Surety Corporate Seal   Surety				
Surety Corporate Seal    Surety Corporate Seal   Fidelity and Deposit Company of Maryland				,
Surety Corporate Seal  Surety Corporate Seal  Fidelity and Deposit Company of Maryland  (Name of Surety)  By:	~1		NO DEPOS	
By:			The Contract of the Contract o	(Title)
By:	_		(3( )5)	Fidelity and Deposit Company of Maryland
By:	Surety Corpora	ate Seal	1890	
Jeannette Porrigi Attorney-in-Fact			The state of the s	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				Jeannette Phiripi Attorney-in-Fact
			-	
IMPORTANT Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals	IMPORTANT -	- Surety executing bond	Is must be licensed in West	Virginia to transact surety Insurance. Raised corporate seals

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

#### **ACKNOWLEDGEMENTS**

#### Acknowledgement by Principal if Individual or Partnership 1. STATE OF \_\_\_ County of \_\_\_\_ \_\_\_\_, a Notary Public in and for the \_day of \_\_\_ 5. Given under my hand this \_ 6. Notary Seal (Notary Public) \_\_ day of \_\_\_ 8. My commission expires on the \_\_\_\_ Acknowledgement by Principal if Corporation 9. STATE OF \_\_\_\_\_ 10. County of \_\_\_ , a Notary Public in and for the 12. county and state aforesald, do hereby certify that \_\_\_\_ signed the foregoing writing for a corporation, 14. has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. \_\_\_ day of\_\_\_\_ 15. Given under my hand this \_\_\_ 17.\_\_\_\_\_(Notary Public) 16. Notary Seai 18. My commission expires on the \_\_\_\_\_\_ day of \_\_\_\_ Acknowledgement by Surety 19. STATE OF Connecticut to-wit 20. County of Hartford \_\_\_\_, a Notary Public in and for the Danielle M. Bechard 23. who as, Attorney-in-Fact signed the foregoing writing for 24. Fidelity and Deposit Company of Maryland has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. 7th 25. Given under my hand this \_ 26. Notary Seal (Notary Public) Danielle M. Bechard 2020 30th 28. My commission expires on the Sufficiency in Form and Manner **Attorney General** Of Execution Approved

(Assistant Attorney General)

This \_\_\_\_\_day of \_

# ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jeannette PORRINI, Stacy RIVERA, Aiza LOPEZ, Erin L. KIERNAN, Aimee PERONDINE and Jennifer GARTEN, all of Hartford, Connecticut, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOUSE TO SEE THE SEE T

Jui D. Bairf

Secretary Eric D. Barnes Vice President Michael Bond

State of Maryland

County of Baltimore

On this 10th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public My Commission Expires: July 8, 2019

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POA-F 142-0587E

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.





Gerald F. Haley, Vice President

Gerald 7. Haley

### FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

#### Statement of Financial Condition As Of December 31, 2015

#### ASSETS

Bonds	5 142,878,497 22,315,096
Cash and Short Term Investments	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	
LIABILITIES, SURPLUS AND OTHER FUNDS	
DIMILITATION, BUILD CONTROL FUNDS	
Reserve for Taxes and Expenses	46,436
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$	46,436 40,456,309
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability	40,456,309 0
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability \$ TOTAL LIABILITIES \$	40,456,309 0
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability	40,456,309 0
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable Securities Lending Collateral Liability TOTAL LIABILITIES \$	40,456,309 0
Reserve for Taxes and Expenses \$  Ceded Reinsurance Premiums Payable \$  Securities Lending Collateral Liability \$  TOTAL LIABILITIES \$  Capital Stock, Paid Up \$ 5,000,000 \$  Surplus \$ 164,696,178	40,456,309 0 40,502,745
Reserve for Taxes and Expenses \$ Ceded Reinsurance Premiums Payable \$ Securities Lending Collateral Liability \$ TOTAL LIABILITIES \$ Capital Stock, Paid Up \$ 5,000,000	40,456,309 0 40,502,745

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

Corporate Secretary

State of Illinois
City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

Dosof Jain

Notary Public

## Schindler Elevator Corporation Certification

I, Thomas Sparno, 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:

Chief Executive Officer

J. Zueger G. Ergenbright D. Watson T. Sparno

President
Vice President & Chief Financial Officer
Vice President, Secretary & General Counsel

•	1. Sparno vice i resident, Secretary d	e deneral co		
n n.	1 XY 10 13 14		AREA EAST	
P. Bloom G. W. Brown, Jr.	Area Vice President Vice President & Area General Manager		New York	
J. M. Davis	Area General Manager	<u></u> .	Washington DC	
R. T. Falduti	Area General Manager	_	Charlotte	
K. Von Offerman	Area Portfolio Manager	-	Washington DC	
J. Bera	District Manager	-	New York	
A. S. Bierer	District Manager	. •	Long Island	
D. A. Brodbeck	District Manager	•	Washington DC Transit	
J. D. Heller	District Manager	-	North New Jersey	
B. S. Johnson	District Manager	-	Atlanta Baltimore	
P. J. Madden	District Manager	-	New York	
· J. L. Rainwater K. Rainwater	District Manager District Manager	_	Philadelphia	
K. B. Bailey	Branch Manger	_	Raleigh	
K. Boss	Branch Manager	_	Allentown	
M. Molino	Branch Manager	-	Richmond	
J. Zeilmann	Branch Manager	-	South New Jersey	
R. P. Fridh	Business Unit Manager	-	Charleston	
R. J. Larson	Business Unit Manager District NI Manager	\$14.77g. [F	Washington DC	
A. C. Werkhoven	District NI Manager	- 73	New York - WTC - New Installatio	ns
R. L. Hoyng	Area Vice President		AREA NORTH CENTRAL	
B. R. Baker	Vice President & Area General Manager	-	Cleveland	
M. S. Bernhard	Area General Manager		Pittsburgh	
R. O. Romnes	Area General Manager	-	Minneapolis	
E. Frysinger	Area Portfolio Manager	-	Cincinnati	
J. Case	District Manager	-	Milwaukee	
P. L. Hall	District Manager	-	Buffalo	
Y. Liu	District Manager	-	Hartford	
P. A. Long	District Manager	-	Detroit / Lansing	
C. P. Morgan	District Manager	-	Boston	
J. E. Peterlin	District Manager	_	Chicago	
J. E. Ritter	District Manager	· -	Cleveland	
G. R. Cunningham	Branch Manager	-	Indianapolis	
N. M. Groth	Branch Manager	-	Des Moines Toledo	
L. Haefner	Branch Manager	-		
S. Kumpf	Branch Manager	-	Syracuse Cincinnati	
D. Middendorf	Branch Manager Branch Manager	-	Columbus	
S. F. Moseley M. A. Robbins	Branch Manager Branch Manager	_	Albany	
P. A. Lytikainen	Business Unit Manager	_	Grand Rapids	
P. N. Roster	Business Unit Manager	_	Fargo	
K. H. Spielmann	Business Unit Manager	-	Madison	
•	~			
R. J. Borland	Area Vice President	-	AREA SOUTH CENTRAL	
D. A. Bender	Area General Manager	-	Dallas	
O. P. Leone	Area General Manager	-	Houston	
S. K. Scheppke	Area General Manager	-	Miami St. Louis	
G. LeGrand	Area Portfolio Manager District Manager	-	New Orleans	
R. H. Ludwig	District Manager District Manager	_	St. Louis	
B. McCay D. N. Sclater	District Manager District Manager	_	Orlando	
M. L. Shelburne	District Manager  District Manager	_	San Antonio	
L. K. Hammond	Branch Manager	_	Shreveport	
W. L. Hilliard, Jr.	Branch Manager	_	Tampa	
G. Lenora	Branch Manager	-	Tulsa	
J. Morales	Branch Manager	-	San Juan	
P. Parks	Branch Manager	-	Kansas City	
D. Baskin	Business Unit Manager	-	Jacksonville	
K. W. Bernard	Business Unit Manager	-	Ft. Worth	
C. Fulda	Business Unit Manager	-	Birmingham	
B. C. Montera	Business Unit Manager	-	Memphis El Paso	
P. Narve A. M. Timmons	Business Unit Manager Business Unit Manager	-	Austin	
A. W. Timmons	Dusiness Out Manuager		7405111	
L. D. Howard	Area Vice President	-	AREA WEST .	
A. Capiato	Area General Manager	-	San Francisco	
V. M. Garfield	Area General Manager	-	Las Vegas	
R. Le Baut	Area Portfolio Manager	-	Los Angeles	
L. I. deVille	District Manager	-	Honolulu	
S. B. Fitzsimons	District Manager	-	Irvine	
P. T. Martin	District Manager	-	Scattle	
B. R. Morris	District Manager	-	Los Angeles San Francisco	
K. V. Prudhomme J. A. Stumph	District Manager District Manager	<del>-</del> -	Boise	
T. K. Bossen	Branch Manager	-	Phoenix	
P. A. Durko	Branch Manager Branch Manager	_	San Diego	
G. B. Horton	Branch Manager	_	Portland	
T. M. Ferro	Business Unit Manager	<b>-</b> ,	Sacramento	
G. L. Hampton IV	Business Unit Manager	-	Spokane	
S. E. Sparti	Business Unit Manager	-	Salt Lake City .	
	Vice President		Human Resources - SEC	
K. L. Ekert W. V. Fiacco	Vice President President	<del>-</del> ,	Marketing & Sales – Zone AM	
W. V. Flacco	Sr. Vice President	-	Human Resources - Zone AM	
P. C. Harty	Director		Key Account Management	
J. A. Iannaccone	Vice President	-	Major Projects	
J. R. Impellizzeri	Vice President		Supply Chain	
K. A. Meier	Vice President & CIO	-	Information Systems	
K. A. Rodgers	Vice President	-	Technical and Field Support	
C. J. Smith	Director	-	Marketing	
	therized consistent with the correspond bylanus and recolu	tions and web	an acting in the audinamy course or con-	ă., ,

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.

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

VOLER ELEVATOR CORPORATION

By:

Thomas Sparno, Vice President & Secretary