



**DANE COUNTY**  
**DEPARTMENT OF ADMINISTRATION**  
**PURCHASING DIVISION**

**REQUEST FOR PROPOSAL (RFP)**

Revised 04/2021

**RFP NUMBER:** **121052**

**RFP TITLE:** **Elevator & Escalator Maintenance & Repair Services (Group 2)**

**RFP DEADLINE:** **May 26, 2021**  
**2:00 p.m. (CST)**

**MANDATORY**  
**SITE VISITS**

**Day 1 – May 6, 2021 – 9:00am**  
**Day 2 – May 7, 2021 – 9:00am**

**\*See Section 1.3\***

**PROPOSALS**  
**MUST BE**  
**UPLOADED TO:**

**Purchasing Bid Dropbox**  
**[www.danepurchasing.com](http://www.danepurchasing.com)**

**\*Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected\***

**DIRECT**  
**ALL INQUIRES TO:**

**Pete Patten**  
Purchasing Officer  
608-267-3523  
[patten.peter@countyofdane.com](mailto:patten.peter@countyofdane.com)  
[www.danepurchasing.com](http://www.danepurchasing.com)

**PROPOSAL SUBMISSION CHECKLIST**

**Update Vendor Registration**

**Read Entire RFP Document**

**RFP Response**  
(Separate from Cost Proposal)

**Cost Proposal**  
(Separate from RFP Response)

**Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox**

**DATE ISSUED** | April 20, 2021

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

**The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.**

### 1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (Section 1.6).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

### 1.3 Mandatory Site Visit – Inspection of Premises

**Any vendor intending to respond to this RFP is required to attend one of the two mandatory site visits. Due to COVID-19 precautions, the site visits will be split into two separate groups on two separate days. Sign up will be on a first come, first serve basis.** The site visit/vendor conference will be held for vendors to view the conveyances at the City County Building, Public Safety Building, Courthouse and Airport and to provide any additional needed instruction to vendors on the submission of proposals. If a vendor fails to attend the conference and submits a proposal, the proposal will be rejected. **Email Pete Patten at [patten.peter@countyofdane.com](mailto:patten.peter@countyofdane.com) to sign up.**

#### **Day 1**

**Date:** May 6, 2021

**Time:** 9:00 am

**Location:** Meet at the Wilson Street Entrance of the City County Building located at 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

#### **Day 2**

**Date:** May 7, 2021

**Time:** 9:00 am

**Location:** Meet at the Wilson Street Entrance of the City County Building located at 210 Martin Luther King Jr. Blvd., Madison, WI 53703.

**1.4 Reasonable Accommodations**

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or (608) 266-4941 (TTY).

**1.5 Addendums and/or Revisions**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

**1.6 Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>DATE</b>	<b>EVENT</b>
April 20, 2021	RFP Issued
May 6, 2021	Site Visits – Day 1
May 7, 2021	Site Visits – Day 2
May 18, 2021	Last day to submit written inquiries (2:00 p.m. CST)
May 20, 2021	Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a>
May 26, 2021	Proposals due (2:00 p.m. CST)

**1.7 Contract Term and Funding**

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

**1.8 Submittal Instructions**

Proposals must be received in the Purchasing – Bid Dropbox located on the [www.danepurchasing.com](http://www.danepurchasing.com) website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to [www.danepurchasing.com](http://www.danepurchasing.com) and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the "Drag files here" box.
5. After all files have been placed into the "Drag files here" box, click on the blue Upload button.
  - a. The file upload status can be seen for each document uploaded.
  - b. After each document reaches 100%, it will say "Uploaded".
6. Confirm all files have been uploaded and then close out of the window.

### **1.9 Bid Opening and Summary Posting**

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal.

### **1.10 Multiple Proposals**

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be clearly labeled as Proposal #1, Proposal #2, etc.

### **1.11 Proposal Organization and Format**

Proposals shall be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

### **1.12 Designation of Confidential and Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the "Designation of Confidential and Proprietary Information" section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

**In the event the Designation of Confidentiality of this information is challenged, is required to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.**

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

**1.13 Cooperative Purchasing**

Participating in cooperative purchasing gives a vendor the opportunity for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

**1.14 Vendor Registration Program:**

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive

an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

### For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Vendor Log In.

### **1.15 Local Purchasing Ordinance**

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

### **1.16 Dane County Sustainability Principles**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

### **1.17 Fair Labor Practice Certification**

#### **Dane County Ord. 25.09 (1) is as follows:**

**(28) BIDDER RESPONSIBILITY. (a)** Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.



## SECTION 1 – GENERAL INFORMATION

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information can be found using the following links: [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4.3 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

#### 2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 4. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

#### 2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

#### 2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<b>Proposal Requirements</b>	<b>Percent</b>
<b>Response to General Requirements</b> (Section 4.3)	15%
<b>Response to Technical Specifications</b> (Section 4.4)	15%
<b>Response to Statement of Qualifications</b> (Section 4.5)	40%
<b>References</b> (Section 4.6)	10%
<b>Cost</b>	<b>Percent</b>
<b>Cost</b> (Section 5)	20%
<b>Total</b>	<b>100%</b>

#### 2.5 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.6 **Award and Final Offers**

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

The County reserves the right to split the bid award and award by individual location only or for all locations listed by a single Department/Division or not award specific parts of the bid. Awards will be made based on the price per quarter per each site and evaluation criteria.

### 2.7 **Notification of Intent to Award**

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

### 3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

#### 3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

**County:** Dane County

**County Agency:** Department/Division utilizing the service or product.

**Dane County Purchasing website:** [www.danepurchasing.com](http://www.danepurchasing.com)

**Fair Labor Practices websites:** [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>

**Purchasing**

**Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

#### 3.2 General Requirements – Scope

- A. Bidder acknowledges that Dane County is seeking bids for professional expertise in performing proactive, predictive and preventive maintenance on their portfolio of elevators and escalators (hereafter conveyances). The terms Bidder, Contractor, and Elevator Service Provider are interchangeable, and any reference to specification requirements shall be met by Bidder.
- B. This service is intended to advance safe operation of the Conveyances, to minimize the probability of accidents, to promote the efficient, reliable operation and performance of the equipment, to minimize shutdowns and the disruption of service, to ensure that elevator safety code requirements are met or exceeded, and to maximize usage of the Conveyances and extend equipment life, through a systematic and documented maintenance control program (MCP).
- C. Bidder shall deliver maintenance service meeting the Technical Specification at a minimum, but tailored to each unit's specific requirements.

#### 3.3 General Requirements – Locations & Contact Information

- A. Dane County Purchasing Division (hereafter Dane County) is located at Room 425 City County Building, 210 Martin Luther King Jr Blvd, Madison, Wisconsin. The Conveyances are located at multiple Contracting Agency sites, and a listing of the locations, contact information, and billing contact address is found in Attachment B – Conveyance List.
- B. A listing of the Conveyances is in Attachment B – Conveyance List as a convenience to Bidders, who are responsible for verifying the accuracy of the information in Attachment B – Conveyance List.

#### 3.4 General Requirements – Contract

- A. The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for until December 31, 2022, with options by mutual agreement of the County and Contractor, to renew for three (3) additional one year terms.

These are not automatic extensions. Vendor performance may be taken into consideration in the decision by the contracting agencies and the Purchasing Division to either continue this contract into each of the three (3) optional renewal years or to terminate and re-bid this contract.

Anticipated Start Date: July 1, 2021

- B. Dane County may terminate the Contract with written notice if the Authorized Representative determines the level of service if, if recurring service problems exist, or if the Contractor materially fails to perform any of the obligations under this Agreement or Elevator Code. Dane County shall be the sole judge of compliance.
- C. Dane County may also terminate the Contract with written notice should Periodic Tests required by the SPS 318 Elevator Code and the Technical Specification be past the due date, or for failure to promptly correct elevator inspection violations resulting from the Periodic (annual) elevator inspections by the Compliance Date.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

### 3.5 **General Requirements – Qualifications**

- A. Bidder shall be competent and experienced in the field of elevator maintenance with a minimum of five (5) years prior experience on equivalent or more complex mid-rise electric elevators, and shall presently service comparable geared traction and hydraulic equipment.
- B. Bidder bears complete responsibility for their employees obtaining the elevator mechanic credential, and shall also maintain the required WI Elevator Contractors' license in good standing.
- C. Bidder shall maintain a local service office within 15 miles of the City of Madison and demonstrate the ability to consistently meet the callback response times required in the Special Conditions.
- D. Contractor shall have a sufficient quantity of competent elevator mechanics on call in order to respond to callback service requests within one hour of receipt of call and to respond to simultaneous requests for service (callbacks) at three buildings.

### 3.6 **General Requirements – Personnel**

- A. All elevator maintenance and repair work shall be performed by qualified personnel supervised by Contractor. Subcontracting or assignment of maintenance responsibilities is not permitted without the advance authorization of the Dane County representative.
- B. Such personnel must have been trained in the construction, maintenance, repair, inspection, or testing of the equipment on which they will be working. Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent execution of the work. The Contractor work force shall be equipped with the skills, tools and equipment, supplies, ongoing training to maintain and improve skills, and sufficiently equipped to properly troubleshoot and repair the elevators, all at no additional cost to the County.
- C. Apprentices and Temporary Mechanics (hereafter TM) can be assigned maintenance and repair work only with advance notification to Dane County. The use of an Apprentice or Helper shall be under the direct supervision of a qualified elevator mechanic.
- D. If the assigned personnel do not meet the qualifications and/or do not perform satisfactorily then Dane County can make reasonable requests to the Contractor to remove and assign qualified replacement personnel.
- E. Contractor shall provide personnel that use reasonable care in the performance of Elevator Maintenance Service. Contractor shall make reasonable efforts to ensure that personnel will work in harmony with County management and others.

### 3.7 **General Requirements – Security Procedures**

- A. A photo identification badge shall be issued by the Bidder to their employees, and shall be clearly displayed at shirt pocket height while on any Dane County facility. Badges shall be provided by Bidder at Bidder's expense.
- B. Bidder employees shall comply with all new or existing security procedures, background checks, reasonable sign-in and sign-out procedures, etc.

### 3.8 **General Requirements – Notification & Procedures**

- A. Mandatory procedures: Bidders employees shall check in with each County representative or other designated contact upon arrival each time on site to be made aware of any reported problems that require immediate action and to schedule equipment out of service. Before leaving the premises, check out to advise of corrective actions taken or any work in progress.
- B. All regular and overtime Elevator Maintenance time shall be documented by a records management system. Billable special repairs and callbacks require that a physical time ticket shall be furnished at the time of each special repair or callback documenting labor hours on site, travel time, and parts used. Regular maintenance shall be documented by either time tickets or an internet-based records management system. The records management system shall be in addition to the required maintenance records in the machine rooms.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- C. Contractor shall schedule and coordinate the temporary removal of equipment from service for testing or other procedures 48 hours in advance with the Agency representative or designated representative whenever possible in order to minimize the disruption to normal building operations. Suitable barricades and signage acceptable to Dane County shall be posted by Contractor where requested by the County representative, advising building occupants that a conveyance is out of service.
- D. The CCB, Courthouse, PSB, and Airport generally provide for parking. Contractor shall utilize street parking for their vehicles, or the vehicles of their employees at the other locations.
- E. Contractor shall coordinate with the building managers at the following locations to determine an agreed upon recurring schedule and time for performing the required regularly occurring preventive maintenance visits.
  - 1. Dane County Courthouse – Elevators 6-7
  - 2. Dane County Airport – Escalators 1-4

### 3.9 **General Requirements – Billing Procedures**

- A. All transportation and travel charges shall be incorporated in the bid for regular time callbacks or service.
- B. All invoices shall comply with the pricing and markups established by this specification and bid and/or the Dane County contract.
- C. An invoice shall be issued and emailed to the Dane County invoice email address found on the Bill To section of the Dane County purchase order issued for each location. The invoicing format shall be subject to change at any time as subsequently requested by Dane County.
- D. Maintenance shall be billed on a quarterly basis as indicated below:
  - a. March 31<sup>st</sup> (for services performed and completed January 1 – March 31)
  - b. June 30<sup>th</sup> (for services performed and completed April 1 – June 30)
  - c. September 30<sup>th</sup> (for services performed and completed July 1 – September 30)
  - d. December 31<sup>st</sup> (for services performed and completed October 1 – December 31)
- E. All invoices must be itemized and contain the following information:
  - a. Contractor's name
  - b. Remit to address
  - c. Dane County Purchase Order number
  - d. Service location, including street address, building or department name
  - e. The building Elevator Number, DSPS State Registration Tag Number, and Regulated Object ID number on which the work was performed
  - f. Time period of the services invoiced
  - g. Inspection frequency as required by the contract
  - h. Description of service provided
  - i. Price per the contract, itemized so that the service and cost can be readily identified as being a part of this Contract
  - j. A copy of all time tickets pertaining to services provided must be attached to each invoice for each location.
- F. All invoices for Other services, including callbacks or repairs must specify the following:
  - a. Date of service, time of arrival and departure
  - b. A complete description of the services provided
  - c. A complete breakdown of number of labor hours
  - d. The applicable hourly labor rate(s)
  - e. Individual parts prices and manufacturer's part number
  - f. Copy of invoice(s) for replacement parts and materials
  - g. Copy of invoice(s) for equipment rental charges and markup (if applicable)
  - h. Copy of subcontractor's invoice (if applicable). Note: no markup allowed
  - i. Name of County's representative that authorized the service

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- G. Only properly submitted invoices will be processed for payment. Any invoice failing to comply with these provisions may be returned for correction and reissue.
- H. Dane County expressly reserves the right to reduce the maintenance premium for any upcoming quarter in proportion to the number of maintenance visits missed in the previous quarter.
- I. Dane County shall not be responsible for paying any general charges, including but not limited to 'sundries', 'miscellaneous parts charge' or transportation, fuel, or other surcharges.
- J. An electronic copy of the Contractor's time ticket shall be provided within 48 hours of each special, callback or repair service to match up with the subsequent invoice.
- K. Overtime is generally not included and any billable overtime must be expressly authorized in advance by the designated Dane County representative. It is agreed that charges for unauthorized overtime will not be considered legitimate and may not be paid.
- L. Contractor shall provide an electronic report on approximately the first of each month of all callbacks taking place the prior month. Report may be delivered to the designated Dane County representative by email or fax. Printouts shall contain detailed callback information, repairs, testing, and entrapments. If Contractor has callback reports available via an internet records management system, Contractor shall set up the quarterly reporting upon request.

### **3.10 General Requirements – Management Audits**

- A. Contractor shall perform audits of the elevators by supervisory personnel to ensure compliance with the requirements of the Technical Specification, and share the written audit results with Dane County.
- B. At least 50% of the elevators shall be audited in the first 12 months, with the remaining 50% in the subsequent 12 months.

### **3.11 General Requirements – Semiannual Performance Review**

- A. The Contractor's Maintenance Supervisor and Sales Representative shall meet with the designated Dane County representatives collectively every six months, or more frequently upon request.
- B. Contractor shall present a maintenance records summary report for review and discussion at each meeting. Reports shall include an analysis of callbacks and a summary of hours worked per building for various time periods. Meeting discussion shall identify performance trends, promote feedback on performance, discuss scheduling pending preventive maintenance tasks, and review any outstanding recommendations or proposals.
- C. The format and content of the report shall be subject to the approval of Dane County.
- D. Recommendations made by Contractor shall be followed up with written proposals where appropriate, and submitted on a timely basis.
- E. It is the Contractor's obligation to schedule the semiannual meetings.

### **3.12 General Requirements – Written Reports**

- A. Contractor shall at any time during the term of this contract, upon the request of Dane County or Contracting Agency:
  - a. Provide a report of inspections, repairs, callbacks, or replacements made by Contractor, itemized as to parts installed or services performed.
  - b. Provide an account of reported incidents or accidents investigated by Contractor.
  - c. Provide prompt written recommendations and pricing for elevator repairs or upgrades.

### **3.13 General Requirements – Notice to Repair or Replace**

- A. Contractor shall comply with the written recommendations of Dane County, as well as periodic inspection reports by the Madison Fire Department or other Elevator Inspector licensed by the Wisconsin Department of Safety and Professional Services (DSPS).

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- B. However, Contractor is not required to install new attachments on the equipment where they did not previously exist, without compensation.

### **3.14 General Requirements – Maintenance Documentation**

- A. All regular and overtime Elevator Maintenance shall be documented by a records management system.
- B. Billable special repairs and callbacks require a physical time ticket documenting labor hours on site, travel time, and parts used, and shall be furnished at the time of each special repair or callback.
- C. Regular maintenance shall be documented by either time tickets or an internet-based records management system. The records management system shall be in addition to the required maintenance records in the machine rooms. Access shall be provided to Dane County Purchasing, Dane County representatives, and Dane County's Consultants.

### **3.15 General Requirements – Required On-Site Documentation**

Compliance with ASME A17.1-2016 Req. 8.6.1.2.2 On-Site Documentation is the sole responsibility of the Elevator Service Provider. Failure to comply with requirements defined in this specification and ASME A17.1-2016 as determined solely by Dane County, shall be construed as failure to perform services required by this Agreement.

- A. On-site Documentation shall be written and permanently kept on-site and available to the specified personnel. On-site maintenance records shall be updated prior to the conclusion of any and all visits for repairs, maintenance, inspection, callbacks or testing.
- B. Procedures for inspections and tests not described in ASME A17.2 and unique procedures or methods required for elevator personnel.
- C. Written checkout procedures per Req. 8.6.1.2.2(c).
- D. It is stipulated that all on-site documentation shall become the property of Dane County. The expiration or termination of the maintenance agreement does not allow the Elevator Service Provider to remove any on-site records.

### **3.16 General Requirements – Required On-Site Maintenance Records**

- A. Compliance with ASME A17.1-2016 Req. 8.6.1.4.1 On-Site Maintenance Records is the sole responsibility of the Elevator Service Provider. Records shall be kept on-site for immediate viewing by elevator personnel in hard copy or in electronic format including the requirements of 8.6.1.4.1 as clarified by this specification. If in electronic format, Elevator Service Provider shall have any equipment required available for immediate viewing of electronic records in each machine room without password restricted access. Instruction for immediate viewing shall be posted on the controller.
- B. Maintenance Control Program Records shall document compliance with the maintenance tasks listed in the MCP, other tests, examinations and adjustments, and the specified scheduled intervals based on 8.6.1.2.1(e) shall be identified, published, and met.
  - a. A unique maintenance checklist subject to approval by Dane County shall be kept in each machine room or control room.
  - b. Maintenance records shall be kept up to date, retained, and archived in the elevator machine room or control room, and made readily available to Dane County and elevator inspectors or consultants at all times without charge.
  - c. Maintenance records in each machine or control room shall include the following activities at a minimum:
    - (a) Description of maintenance task performed, mechanic name and dates;
    - (b) Description and dates of examinations, tests, adjustments, repairs, and replacements;
    - (c) Description and dates of callbacks or reports that are reported to elevator personnel by any means, including corrective action taken.



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- (d) A minimum quarterly record of elevator telephone, alarm operation, emergency lighting, and door restrictor testing shall be included on the maintenance checklist. (Interval shall be at each inspection, if less than a scheduled quarterly frequency).
  - (e) Copies of all test reports
  - (f) Copies of the periodic (annual) inspection reports and reinspection reports
- C. Repair and Replacement Records. The record of repair and replacement records shall be included in the on-site maintenance record.
- D. Callback Records: Contractor is required to keep all maintenance records in the machine room or control room for each elevator, reported trouble, dates, time, and corrective action(s) taken that are reported by any means to elevator personnel.
- E. Maintenance records shall be kept up to date, retained, and archived in the elevator machine room or control room, and made readily available to Dane County and elevator inspectors or consultants at all times without charge. All maintenance records shall be the property of Dane County. The expiration or termination of the maintenance agreement does not allow Contractor to remove any maintenance records.
- F. Record of Hydraulic Oil. A written record shall be kept accessible in the machine room of all hydraulic elevators, documenting the quantity of hydraulic fluid added to the system and emptied from leakage collection containers and pans.
- a. Elevator Service Provider shall be solely responsible for compliance with the provisions of ASME A17.1-2016 Requirement 8.6.5.7, and SPS 318,1708 (2)(g) and recording oil level on a quarterly basis at a minimum, or at every servicing if the contract interval is less than quarterly. Copies shall be made available to Dane County without charge, as requested.
  - b. When hydraulic fluid loss cannot be accounted for, subsequent testing required by Elevator Code shall be conducted without additional cost to Dane County for elevators on Complete Maintenance.
- G. Each Periodic Test with specific Code reference shall be documented by a metal test tag on the controller and copies of all City of Madison Fire Department or WI DSPS test reports.

### **3.17 General Requirements – Controllers, Wiring, and Wiring Diagrams**

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits (ASME A17.1-2016 Req 8.6.1.2.2(a)) shall be available in the machinery space, machine room, control space, or control room.
- B. Dane County will initially provide a set of elevator wiring diagrams, and Contractor shall copy or replace as their condition warrants without charge.
- C. All new electrical changes or modifications shall be incorporated onto the wiring diagrams, and following the modifications Contractor shall provide a second set of wiring diagrams containing all changes or modifications to Dane County without charge.
- D. All wiring diagrams for each conveyance are to be considered the property of the Owner and shall not be removed from the premises.

### **3.18 General Requirements – Accident Reporting**

- A. Contractor shall cooperate with Dane County in complying with the accident reporting requirements of SPS 318.1013 Accident Reporting.
- B. It is understood and stipulated that Contractor upon becoming aware that an injury has occurred, will immediately remove the conveyance from service. Contractor shall also remove the conveyance from service if, in their opinion, the elevator becomes unsafe to operate.
- C. Next notify the designated Dane County representative, upon becoming aware that an accident has occurred or that an unsafe condition exists.

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- D. Offer assistance to Dane County in providing the immediate telephone accident notification to the City of Madison or State of Wisconsin and submitting a written report within 48 hours.
- E. Prohibit repairs, adjustments, or removal of parts from the premises until the local Code authority grants permission.

### **3.19 General Requirements – Diagnostic Equipment/Product Manuals**

- A. Contractor shall provide its maintenance personnel with the appropriate service tools, parts manuals, product information, etc. to enable Contractor to proficiently troubleshoot, diagnose, and maintain all equipment listed in Attachment B – Conveyance List.
- B. These tools and documentation provided by Contractor shall remain the property of Contractor and shall not be construed to obligate the Contractor to give, disclose, or in any manner transfer such tools to Dane County.
- C. Contractor shall hold and save Dane County and all Contractor Agencies, officers, agents, and employees harmless from liability due to patent or copyright infringement arising from the use of service tools, or in the performance of the maintenance work in any way.

### **3.20 General Requirements – Hazardous Materials**

- A. Contractor shall furnish a Material Safety Data Sheet and proper labeling for each hazardous and non hazardous chemical used in any Dane County facility in compliance with OSHA Hazard Communication Standards and good elevator industry practices.
- B. All cleaning fluids, lubricants, and combustible fluids shall be kept to the minimum required for normal use and shall be kept in OSHA approved containers.
- C. Oily rags or wipers may be temporary stored in metal containers furnished by Contractor, however they shall not be allowed to accumulate and shall be emptied on a quarterly basis at a minimum.

### **3.21 General Requirements – Safety**

- A. Contractor shall be solely responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and programs, which shall be in conformance with good industry standards and practices; and shall take all reasonable precautions for the safety of property, employees, visitors, and the general public.
- B. Contractor safety program shall meet or exceed the minimum safety standards of the Elevator Industry Field Employees' Safety Handbook, as written by the National Elevator Industry Safety Committee and available from Elevator World, Inc.
- C. Contractor shall be solely responsible for providing all safety training to their employees in compliance with State, Federal, or local requirements including, but not limited to, Lockout/Tag out, Electrical Safety, Mechanical Stored Energy, Hazardous Communication, Blood borne Pathogens, and Accessing Elevator Pits, Car Tops, and Confined Spaces.
- D. Dane County reserves the right to request and review records documenting evidence of training received, and to require at no cost, that Contractor's personnel successfully complete training programs conducted by Dane County, its affiliates, or agents.
- E. Contractor shall perform periodic audits of employees by supervisory personnel to ensure compliance with their safety training and policies.

### **3.22 General Requirements – Waste Disposal**

- A. Contractor shall dispose of all waste products used for or generated by the elevators offsite, in full compliance with OSHA and EPA environmental laws, regulations, and guidelines.
- B. Waste products include, but are not limited to, cleaning compounds or fluids, waste cloths or wipers, lubricants, old parts, containers, oil absorbent or oil absorbent pads, waste oil, and other waste or debris.

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- C. The disposal of waste products is not permitted in onsite building waste receptacles and dumpsters without prior approval of Dane County.
- D. Any oil or hazardous waste must be legally disposed of offsite at Contractor's own expense. A documented audit trail must be provided to the Dane County representative upon request for the disposal of hazardous waste and oil.

### **3.23 Technical Specification – General**

#### **3.23.1 Scope**

- A. All work encompassed by the Technical Specification is subject to provisions of the General Requirements and other Dane County conditions.

#### **3.23.2 Minimum Requirements**

- B. The Contractor's bids for 'Complete Maintenance' and "Examination and Lubrication" Service shall be submitted in compliance with all requirements, terms, and conditions contained in the bidding documents, which designate the minimum acceptable services.

#### **3.23.3 Acceptance**

- A. Contractor acknowledges that it has inspected and is familiar with the elevators, and that it agrees to accept the equipment in its existing condition.
- B. Contractor also assumes the sole responsibility for repairs and maintenance of all elevators covered under "Complete Maintenance' Elevator Maintenance Services. A listing of the elevator equipment (hereafter conveyances) is provided in Attachment B – Conveyance List.
- C. The terms Bidder, Contractor, and Elevator Service Provider are interchangeable, and any reference to specification requirements shall be met by Bidder.

#### **3.23.4 Omissions**

- A. Any items omitted from the Technical Specification or General and Special Conditions that are reasonably considered to be necessary for the completion of "Complete Maintenance" Service shall be construed to be a part of this section, even if not directly referenced or specified.

#### **3.23.5 Other Equipment or Services**

- A. This Contract may be amended by Dane County to add or delete elevator equipment (conveyances) due to occupancy, modernization, or for any other reason.
- B. Equipment additions and deletions and the subsequent price adjustments to this Contract shall be documented by addendum.
- C. Dane County may amend this Contract to include additional services that are provided by Contractor on an as-needed basis throughout the term of the Contract, at additional cost to Dane County.
- D. Dane County reserves the right to solicit proposals and to hire other Contractors to perform work on conveyances that is not covered under this Contract, such as, but not limited to, modernization, upgrades, repairs, or non-covered labor or replacement parts. Dane County also reserves the right to hire other Contractors for the installation or maintenance of new, modernized, or acquired equipment.

### **3.24 Technical Specification – Bid Content**

#### **3.24.1 Maintenance Price**

- A. The price provided on the Cost Proposal by Contractor shall include all labor, traveling time, expenses, replacement parts or other materials, delivery charges, mileage, cartage, parking,

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supplies, supervision, tools and equipment, and any other costs to furnish Elevator Maintenance Services.

### **3.24.2 Hourly Rates**

- A. Provide hourly labor rates on the in the Cost Proposal, which shall apply to 3.27 Excluded Work or other services not otherwise included under the Contract.
- B. The hourly rates may also be applied at the option of Dane County to maintenance, callbacks, testing, repairs, or any other work requested on elevators subsequently purchased, modernized, managed, or otherwise or not presently covered under Elevator Maintenance Services.

### **3.24.3 Minimum Inspection Frequency**

- A. The minimum inspection frequency for all conveyances is shown on the maintenance pricing form. The interval between inspections shall be evenly distributed. For example, if a monthly inspection is made on the 15th of the month, the next inspection should be within approximately one week of the 15th of the subsequent month.
- B. The elevator inspection frequency corresponding to the maintenance pricing form is defined below.
  - a. EXAM & LUBE is Examination and Lubrication Service, with no callbacks included
  - b. COMPLETE MAINT is Complete Maintenance Service with 8 hour callbacks included
  - c. BIMONTHLY is Complete Maintenance Service with 8 hour callbacks included
  - d. QUARTERLY is Complete Maintenance Service with 8 hour callbacks included
  - e. SEMIANNUAL is Complete Maintenance Service with 8 hour callbacks included
- C. Failure to fulfill the stated minimum inspection frequency shall be construed as failure to perform the minimum services required by this Technical Specification.

## **3.25 Technical Specification – Scope of Maintenance Services**

### **3.25.1 Maintenance Control Program**

- A. Maintenance Control Program (MCP) - A written Maintenance Control Program for each unit shall be provided by Elevator Service Provider to maintain each elevator in compliance with ASME A17.1-2016 requirement 8.6 and shall be located in the machine room or control room and viewable on-site by any elevator personnel at all times.
- B. The MCP shall include, but not be limited to, the Code required maintenance tasks, maintenance procedures, and examinations and tests list with the associated requirement (see 8.6.4 through 8.6.11). Where maintenance tasks, maintenance procedures, or examinations or tests have been revised in 8.6, the MCP shall be updated by Elevator Service Provider.
- C. The MCP shall reference On-Site Documentation (see 8.6.1.2.2) and On-Site Maintenance Records (see 8.6.1.4.1) that record the completion of all associated maintenance tasks specified in 8.6.1.4.1(a).
- D. The MCP shall specify examinations, tests, cleaning, lubrication, and adjustments of the conveyances at scheduled intervals and repairing or replacing all worn or defective components shall be identified and documented for each elevator based on:
  - a. Equipment age, condition, and accumulated wear
  - b. Design and inherent quality of the equipment
  - c. Usage
  - d. Environmental conditions
  - e. Improved technology

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- f. The manufacturer's recommendations for any SIL rated devices or circuits
  - g. The manufacturer's recommendations based on any ASME A17.1/CSA B44.7 approved components or functions.
- E. The specified intervals for examinations, tests, cleaning, lubrication, and adjustments of the conveyances shall be determined for all conveyances, whether on Complete Maintenance (CM) or Examination and Lubrication (E&L) service. Providing only a "Basic" level of inspections on Examination and Lubrication service is expressly prohibited.

### **3.25.2 General**

- A. Contractor shall at the prescribed time interval at a minimum: examine, lubricate, perform adjustments, clean, paint, test, all conveyances, and shall repair or replace all worn or defective components due to ordinary wear.
- B. Shutdowns for callbacks and entrapments shall be minimized. Verifiable shutdown frequency shall be maintained at an average of three per unit or less over any 12 month interval.
- C. For conveyances on Complete Maintenance, Contractor shall absorb the cost of callbacks during regular working hours, except 3.27 Excluded Work.
- D. All work shall be performed promptly, completely, in a competent manner, free of defects, in conformance with good industry standards and practices, and shall conform to the original manufacturer's specifications.
- E. The Contractor shall furnish all trained personnel, tools and equipment; diagnostic and troubleshooting hardware, software, and technical product manuals; elevator software including archiving, updating, and replacement; lubricants, cleaning fluids and cleaning supplies; employee safety equipment and training; supervision, and other items required to perform work, whether or not expressly stated.

### **3.25.3 Code Requirements**

- A. All work shall comply with the Elevator Codes in effect, currently the Wisconsin Administrative Code Chapter SPS 318 effective 6/1/2020 and ASME A17.1-2016 and their successor Codes when adopted in Wisconsin during the term of this Contract. Maintenance and testing services shall also comply with the A17.2 - 2014 Guide for Inspection of Elevators, Escalators, and Moving Walks, the ADAAG Americans with Disabilities Act Accessibility Guidelines, and the NFPA 70 National Electrical Code and NFPA 72 National Fire Alarm Code edition in effect at the time of installation or alteration.
- B. Section 8.6 of the ASME A17.1-2016 Safety Code for Elevators and Escalators is designated as the minimum standard for Maintenance, Repair, and Replacement on all elevators, which shall be maintained in accordance with Section 8.6.1 through 8.6.11.
- C. Contractor shall apply for any permits necessary for covered work and shall pay those permit and inspection fees, except for the periodic (annual) inspections, which will be paid by Dane County. Reinspection fees due to deficiencies that are the responsibility of Contractor per terms of this MCP shall be paid by Contractor.
- D. Contractor shall acquire, pay for, and maintain any licenses currently or subsequently required for the company or their employees during the term of this Agreement, and keep them in good standing and effect for the duration of the Elevator Maintenance Services Contract.

### **3.25.4 Examination**

- A. Contractor shall examine all components and systems per intervals established in the MCP for each conveyance. When deficiencies are observed during the examination of the elevators, Contractor shall proceed immediately with corrective action except for 3.27 Excluded Work. However it is stipulated that Exam and Lubrication service elevators require Agency authorization in order to proceed with non-covered work.

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- B. Contractor shall immediately make repairs needed to correct existing malfunctions or potential malfunctions that can be determined by reasonable examination methods, and to be on call to make such repairs if and when malfunction or failure should occur.
- C. Contractor shall schedule and coordinate the temporary removal of equipment from service 48 hours in advance with the Agency representative or designated representative whenever possible in order to minimize the disruption to normal building operations. Failure to schedule non-emergency examinations, adjustments, or repair work may result in Contractor being denied access to perform such work until properly scheduled and approved by Dane County.
- D. Contractor is encouraged to establish a regular service schedule for the CCB and Courthouse maintenance, such as 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

### **3.25.5 Lubrication**

- A. Lubricate equipment at intervals recommended by the elevator manufacturer, or more frequently as dictated by use of the equipment.
- B. All parts of the machinery and equipment requiring lubrication shall be lubricated with lubricants equivalent to the type and grade recommended by the elevator manufacturer.
- C. All excess lubricant shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow.
- D. All lubricants and cleaning compounds and materials shall be provided by Contractor for their use on all conveyances at no additional cost to Dane County.
- E. Hydraulic fluid is included by Contractor for elevators on complete maintenance only.

### **3.25.6 Adjustment**

- A. Adjustments shall be made to keep the elevators maintained per the manufacturer's specifications and good industry standards for performance.
- B. Trained employees of Contractor shall use reasonable care to keep the equipment in proper adjustment and in safe operating condition and to meet elevator code requirements.
- C. Contractor shall make or verify adjustments at regular intervals to maintain compliance with Section 3.26.3 Performance Standards contained in this Technical Specification.

### **3.25.7 Cleaning**

- A. Maintain cars, machine rooms, car tops, hoistways, and equipment in these areas in a consistently clean condition at intervals established in the MCP.
- B. Keep hoistways clean of all accumulated dirt, grease, dust, etc., including counterweight, cable shackles, guide rails, divider beams, ledges, landing sills, fascia, and headers. Contractor shall maintain hoistway cleanliness throughout the year.
- C. Pits shall be kept clean of all accumulated dirt, grease, lint, trash, debris, etc., and shall not be used for storage.
- D. Cleaning compounds or fluids, wipers or rags, vacuum cleaners, brooms, mops, etc. shall be provided by Contractor for their use as required, at no additional cost to Dane County.

### **3.25.8 Painting – this section applies to Complete Maintenance only**

- A. Paint the equipment, including car tops, at intervals frequent enough to maintain a professional appearance, prevent rust, and preserve the equipment.
- B. Care shall be used in the painting of equipment to make certain that it does not interfere with the proper functioning of components.

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- C. Floors in machine rooms shall be kept clean and painted.

### **3.25.9 Parts Replacement**

- A. All parts or components shall be replaced when worn or defective as conditions warrant.
- B. Where a defective part directly affecting the safety of operation is identified, the equipment shall be taken out of service until the defective part has been adjusted, repaired, or replaced.
- C. Contractor shall promptly procure replacement parts either the same day, or delivered F.O.B. destination to any covered building within 24 hours. The cost of replacement parts including overnight freight charges as required and installation labor is included in the Complete Maintenance Bid price.
- D. Contractor shall immediately notify the designated Agency representative when any parts or components require repair or replacement, and in their judgment are excluded from coverage under this Contract. Contractor shall furnish a written price quotation on a prompt and timely basis, as a means of obtaining authorization to procure the required or requested parts. However, all repairs to the elevators must be performed promptly.
- E. Dane County reserves the right to furnish any replacement parts not covered by the Contract.
- F. Contractor shall provide an extensive on-site inventory of common replacement parts specific for the equipment, stored in metal cabinets furnished by Contractor in machine rooms or control rooms OR in company vehicles for Complete Maintenance elevators. The selection of parts shall be sufficient for normal maintenance and repair of the equipment in order to provide efficient and proactive maintenance.
- G. Replacement parts shall be made with parts of at least equivalent material, strength, and design.
- H. Where a listed/certified device is replaced, the replacement shall be subject to the applicable engineering or type test as specified in ASME A17.5.
- I. Where a component in a listed/certified device is replaced, the replacement component shall be subject to the requirements of the applicable edition of ASME A17.5 and/or the engineering or type test in ASME A17.1-2016 Req 8.3. Each replacement component shall be plainly marked for identification in accordance with the certifying organization's procedures.

### **3.25.10 Repairs & Supplementary Repairs**

- A. Care should be taken during operations such as torquing, drilling, cutting, and welding to ensure that no component of the assembly is damaged or weakened so as to affect the safe operation of the equipment.
- B. Regular and overtime callback service shall proceed without interruption until complete and the elevator has been returned to service, upon the request of the Agency representative.
- C. CM ONLY - Repair work shall be pursued during regular working hours without interruption until complete. However, if overtime is authorized by the Agency representative or other authorized representative, work shall continue until the elevator has been returned to service.
- D. CM ONLY - For authorized repairs outside of normal business hours, Contractor may invoice Dane County for time on site at the difference between the regular time and applicable overtime rates provided on the Cost Proposal.
- E. Should Contractor's examinations discover items which require repair and/or replacement and, in their judgment are excluded from coverage, Contractor shall immediately show the designated Agency representative or other designated representative such items whenever possible, in order to obtain authorization to proceed.

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- F. Dane County may authorize supplemental repairs at Contractor's proposed pricing or may at its discretion authorize such repair work to proceed on a time and material basis using the labor and material markup rates provided on the Cost Proposal.
- G. Supplemental repairs authorized in writing by Dane County shall proceed without any deposit or prepayment due to Contractor. Payment shall be invoiced after completion; however Contractor may issue progress billings should the authorized work not be completed after 7 days. In the event of conflicting terms with Contractor's written proposals, the terms contained in this Contract shall govern.
- H. The billing rates for supplementary repairs, unless negotiated by Contractor and Agency, shall be the applicable regular and overtime rates provided by Contractor on the Cost Proposal. Contractor's employees shall provide Dane County with copies of work orders documenting all time and material work and travel time, mileage, and other expenses at the time the work is done.

### **3.25.11 Periodic Tests**

- A. Periodic tests of electric elevators, hydraulic elevators, and escalators shall be performed as required by the ASME A17.1, ASME 18.1 and SPS 318 elevator codes in effect. All associated costs shall be the responsibility of Contractor, who shall provide the following periodic tests at a minimum. Code references below are provided from the ASME A17.1-2016 code for convenience.

Electric Elevators:	8.6.4.19 Category 1	8.6.4.20 Category 5
Hydraulic Elevators:	8.6.5.14 Category 1	8.6.5.16 Category 5
Escalators:	8.6.8.15 Category 1	

- B. The Category 1 and Category 5 testing of all conveyances as required by ASME A17.1 2016, ASME A18.1 2017 and SPS 318, whether Complete Maintenance or Exam & Lube, is covered under this agreement.
- C. Contractor is responsible for providing suitable test weights where required, without additional cost to Dane County. Contractor shall be held accountable for any damage incurred to building property, including damage to finished surfaces, such as car enclosures and elevator or building flooring resulting from the performance of testing. Such damage shall be repaired to the satisfaction of Dane County at Contractor's expense.
- D. Contractor shall provide all test instruments, computers, software, manuals, and other tools or equipment for their own use as required to satisfy code requirements, at no additional cost to Dane County.
- E. Periodic tests shall be completed proactively by the due date, typically 12 or 60 months from the date of previous testing. Any tests already due at the time of commencement of this Contract shall be performed within 45 days.
- F. Documentation - A metal tag shall be attached to the controller indicating the type of test completed, code references, and the date and company performing the tests in compliance with Elevator Code requirements. Written reports of tests shall be submitted to the Madison Fire Department and to the Dane County Agency representative. A copy of all test reports shall be maintained in each machine room or control room.
- G. When hydraulic fluid loss cannot be accounted for, subsequent testing required by the Elevator Code shall be conducted without additional cost to Dane County.

### **3.25.12 Periodic Inspections**

- A. Fees for the initial periodic (annual) inspections as required by the current ASME A17.1 and SPS 318 elevator safety Codes are the responsibility of Dane County.



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- B. The Contractor shall promptly correct deficiencies cited by the Authority Having Jurisdiction (AJH) at the periodic inspections, at the Contractor's own expense, except for 3.27 Excluded Work.
- C. Reinspection fees due to deficiencies that are the responsibility of Contractor per terms of this Technical Specification shall be paid by Contractor.

### 3.26 Technical Specification – Performance

#### 3.26.1 Sole Authority

- A. Dane County shall have the final determination of all performance and performance standards at their sole discretion, and shall have full access to inspect Contractor's services at any time.
- B. Dane County may monitor elevator performance at any time by utilizing employees, inspectors, consultants, insurance carriers, or others at their own expense, to insure that Contractor is performing in accordance with the terms of the Technical Specification. However, any inspection so made shall not relieve Contractor from any obligation to provide materials and workmanship strictly in compliance with this Contract.
- C. Such employees, inspectors, consultants, or insurance carriers may utilize generally accepted elevator industry maintenance guidelines when evaluating Contractor maintenance performance, including, but not limited to those published in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc.

#### 3.26.2 Performance Evaluation Criteria

- A. Maintenance benchmarks or minimum performance levels have been established to quantify elevator performance. Contractor agrees to maintain the elevators to the following performance standards, as defined in this section. Minimum performance standards are also defined for each elevator in Section 3.26.3. It is acknowledged that longer door times may be requested at certain sites by the Agency representative, which will affect the door and floor-to-floor performance times.
- B. Speed –shall not vary from rated speed more than + 5% for traction,  $\pm$  3% for static control equipment, and not more than + 10% for hydraulic installations, regardless of load.
- C. Elevator Performance (floor-to-floor) time – measured from the start of door close until the elevator is stopped level at the next successive floor, in either direction of travel, with the car doors approximately 3/4 open. Performance time is shown for a 12 ft. floor height. For floors that exceed 12 ft. from floor to floor, add the adjustment time shown in the next column in Section 3.26.3 for each foot of net travel exceeding 12 ft.
- D. Door Open Time – measured from the start of doors opening until the doors are fully open, or nominally, until the doors are approximately 2" from fully open.
- E. Door Closing Time – measured from the start of doors closing until doors are fully closed.
- F. Door Closing Force – measured with the door at rest and between 1/3 and 2/3 closed. See ASME A17.2 Inspector's Guide for procedure. Door closing force shall not exceed 30 lbs.
- G. Floor Stopping Accuracy – The accessibility Code requires that the car sill initially stops within 1/2" of the landing sill vertically. Elevators with microprocessor control equipment shall stop within 3/8". Stopping and leveling accuracy shall be measured and maintained under various loading conditions.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- H. Ride Quality and Acceleration – Contractor shall maintain a comfortable elevator ride with smooth start, acceleration, deceleration, stop, and change in rate of acceleration (jerk). Instruments such as a Maxton SafeTach performance meter may be used to evaluate ride.
- I. Noise – Although NEII performance standards include maximum noise levels in decibels, a subjective evaluation will serve to identify unusual or excessive noise for this MCP. There should be no perceptible hoistway noises audible inside the car enclosure as the elevator moves through the hoistway, within reason.
- J. Door operators and associated equipment shall be adjusted to NEII Performance Standards; however, the design limitations of the existing door operator shall be taken into consideration. Contractor shall maintain all door operator equipment and accessories including:
  - a. The doors should open and close smoothly, quietly, and without rumbling or slamming.
  - b. If nudging is furnished, the closing speed during nudging operation must meet Code requirements.
  - c. All installed door reopening devices should be fully functional or shall be renewed. Electronic devices should provide sufficient range to reverse door without physical contact.
  - d. Door closing kinetic energy and closing force must be within Code requirements, including when door reopening devices are rendered inoperative on Phase I Recall Operation.
  - e. Rattles, squeaks, or other noises in the door operation, including linkage, hangars, and closers should be corrected.
  - f. Mechanical pivots and fastenings of drive arms, clutch, or linkage should be free from excessive wear and properly lubricated.
  - g. Car and landing and door panel guides (gibs) not worn or loose. Sill or hangar safety retainers, if so equipped, shall be properly engaged.
  - h. Door or gate hangar sheaves and tracks shall be clean and lubricated. Rollers with flat spots and noisy or worn bearings renewed, and rough tracks shall be made smooth or replaced. Hangar safety retainers shall be maintained and renewed.
  - i. Up thrusts should be adjusted with minimum clearance to track to prevent the doors from jumping the track.
  - j. Hoistway door closers shall automatically return open doors to the fully closed and locked position throughout the door opening. Noisy reel closers shall be replaced.
  - k. Hoistway door interlocks and car gate switch or contact shall be maintained to ensure safe and reliable operation.
  - l. Hoistway door restrictors, where provided, shall be maintained to prevent the opening of car and hoistway doors outside of the landing zone. Door restrictors shall never be disabled.

### **3.26.3 Performance Standards – Dane County**

Elevators	Equipment Type	Door Opening	Rated Speed (FPM)	Perf Time (sec)	Add Per ft >12 ft	Door Open (sec)	Door Close (sec)
Courthouse #1-4	Geared Traction	3'6" x 7'0" C/O	350	9.1	0.2	2.1	2.4
Courthouse #5	Geared Traction	3'6" x 7'0" 1SP	350	11.1	0.2	3.1	4.0
Courthouse #6-7	Geared Traction	3'6" x 7'0" 1SP	350	11.1	0.2	3.1	4.0
Courthouse #8	Direct Hydraulic	4'0" x 7'0" 2SP	100	17.5	0.6	2.8	3.5
Dane County Airport Escalators	Chained	N/A	N/A				

## **SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES**

### **3.27 Technical Specification – Excluded Work**

#### **3.27.1 Definitions**

- A. Contractor is not responsible for excluded work shown below. However, Contractor must obtain authorization from the designated Agency representative for parts and labor that in their judgment is excluded from coverage under this Contract. For such callbacks and supplemental repairs, Contractor's responding mechanic must physically show the affected components to the Agency representative whenever possible, at the time of the incident or callback. Excluded parts and labor shall generally be provided in addition to the Contract price, using the applicable classification and corresponding rate schedule provided on the Cost Proposal.
- a. Adjustments, repairs, or replacements necessitated by vandalism, negligence, or misuse of the equipment by anyone other than Contractor, their employees, or agents.
  - b. The repair, refinishing, or replacement of car and hoistway door panels, car door sills, car gates, or hoistway entrance frames and sills. However, Contractor shall repair damage to door(s), and car enclosure finishes when caused by improper adjustment or maintenance of the equipment.
  - c. Car enclosure panels and finishes, car ceilings, lamps for car illumination, and car finish flooring.
  - d. Hoistway and machine room enclosures, lighting, heating, ventilation, and sprinklers.
  - e. Mainline and emergency power disconnect switches and associated fuses, and feeders to terminals on each elevator controller. However, it is stipulated that regular time callback service necessitated by the Elevators failing to function properly after Agency's testing of emergency power systems is included on Complete Maintenance at no additional cost to Dane County.
  - f. Underground hydraulic cylinders and buried hydraulic pressure line piping.
  - g. Fire alarm initiating devices in elevator lobbies, machine rooms, and hoistways. Sprinklers and associated heat detectors and shunt trip power modules.
  - h. Pit or machine room sump pumps and drains.
  - i. Fire extinguishers in machine rooms.
  - j. Telephone service to terminals on elevator controller.
  - k. Obsolescence: If original equipment manufacturer components or parts are no longer available, Contractor shall furnish a reasonable substitute for the original equipment manufacturer parts of equal quality, or provide rebuilt components. For the purpose of this Contract, obsolescence shall be defined as the unavailability of required new, substitute, or reconditioned replacement parts, from both the manufacturer and third-party market sources. Where replacement parts for discontinued products are still available for purchase, those associated parts and all labor are included. Should required parts be unavailable and no direct substitute is available (for example changes required for a new AC or DC drive), then the component may be considered to be obsolete. No other consideration shall be given in regard to obsolescence of parts, components, or systems.

### **3.28 Technical Specification – Working Hours & Elevator/Escalator Maintenance Tasks**

#### **3.28.1 Working Hours**

- A. Scheduled elevator maintenance is to be performed during regular working hours of IUEC regular working days, hereby designated as 7:00 A.M. to 3:30 P.M. Monday-Friday.
- B. Callback service during regular working hours is included in Complete Maintenance.
- C. Scheduled escalator maintenance shall also be performed during regular working hours.

#### **3.28.2 General**

- A. If deficiencies are observed during the examination and testing of the elevators, Contractor shall proceed immediately with corrective action except for 3.27 Excluded Work.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- B. Complete Maintenance - The following listing of Elevator Maintenance Tasks is required and applies to elevators on Complete Maintenance. It is not intended to be all inclusive, and Contractor recognizes that numerous additional services are required per good industry standards and practices, and in order to comply with elevator Code requirements and Section 3.26.3, Performance Standards.
- C. The minimum frequency is indicated in parenthesis. Your MCP may designate shorter inspection frequencies for various elevators due to conditions indicated in Section 3.25.1.
- D. Examination and Lubrication service - For conveyances on Examination and Lubrication service, this section shall not require parts replacement unless otherwise required in Section 3, nor more frequent inspections than the minimum frequency listed on the maintenance pricing page dictates. Contractor shall work in the general maintenance tasks and procedures at reasonable intervals considering the minimum inspection frequency listed on the maintenance pricing page.

### **3.28.3 Elevator Maintenance Tasks (Minimum CM Frequency in parentheses)**

#### **A. General Maintenance Procedures**

- a. At the prescribed minimum frequency (time interval), ride each elevator and perform a general safety inspection, checking initial floor stops in both directions of travel, brake operation (if applicable), releveling, door operation, ride quality, and make adjustments as required for consistent and smooth operation. (Each inspection)
- b. At the prescribed minimum frequency (time interval), inspect signal fixtures, including position indicators, call registration pushbuttons, car or hall lanterns, and the operation of all accessibility devices required by ICC/ANSI A117.1, SPS 69, ADAAG 4.10, and ADAAG 4.13. Make adjustments, repairs, replacements or other corrections. (Each inspection)
- c. Firefighters' service operation shall be exercised quarterly on all applicable units and the findings documented in the machine room or control room. (Quarterly)

#### **B. Machine Rooms - Maintain elevator machine rooms, including controllers and drives, machines, motors, motor generators, brakes, suspension ropes, drive and secondary sheaves, sheave liners, selectors and tapes or ropes, and governors.**

- a. Proactively examine traction machines for unusual sounds, heat, or improper operation, and make corrections. Maintain, lubricate, and renew bearings, worms, gears, gearboxes and reduction units, coupling pins and bushings, drive sheaves and sheave cable grooves, cable sheave liners, lubricating chains, machine brake, rope gripper, or other emergency brake. Check oil levels, repair leaks, empty drip pans, lubricate bearings, replace seals and gaskets as required. (Semiannual)
- b. Verify proper oil level in machine. Drain, flush, clean, and replace machine gear case oil at three year intervals or otherwise at manufacturer's recommended intervals if containing synthetic oil. (Annual)
- c. Motors and motor generators shall have resistance periodically measured and recorded. Blow out or otherwise clean to remove carbon dust, and renew or maintain insulation resistance at minimum 2 meg ohms. For readings < .5 meg ohms, armature or other components shall be steam cleaned, baked, and reinsulated. All armatures and windings, field coils and interpoles, bearings, rotating elements, commutators, filters, fans, blowers, brushes, and brush holders shall be cleaned and renewed or rewound as required. Rotating parts shall be properly aligned within the manufacturer's design tolerances. (Semiannual)
- d. Machine brakes shall be inspected, cleaned, lubricated, adjusted, tested, or otherwise renewed. DC brake solenoids shall be disassembled, inspected, cleaned, lubricated, adjusted on an annual basis at a minimum, and documented in the maintenance record. Observe operation frequently for proper stopping accuracy in both up and down directions. Clean, inspect, and renew brake cores, sleeves or core liners, coils, pivot pins, solenoids, brake switch, springs, brake switch, and shoe liners. (Annual) All machine brakes shall be tested to safely lower, stop, and hold the elevator car with a 125% capacity load at the time of each Category 5 test, at a minimum.

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- e. Maintain controllers, selectors, and dispatching equipment per equipment manufacturer's specifications, renew worn or defective components. Disassemble, clean, and adjust power contactors and other relays or components, and proactively replace worn, burned, or defective contacts, shunts or leads, arc shields, fuses, relays, coils, springs, cams, resistors, switches, transformers, transducers, condensers, power supplies, amplifiers, dashpots, timing devices, overloads, rectifiers, wiring, printed circuit boards and connectors, other solid state or electronic components, or any other devices as required. Severe arcing shall be corrected. Temporary wiring shall not be used. Renew all controller fans and air filters. Clean controller cabinet, install covers. Replacements for all fuses and controller contacts shall be available in the machine room or company vehicle. (Bimonthly)
- f. Batteries for emergency lighting, emergency lowering, telephone, processors, or other batteries shall be examined and inspected, circuits tested and charger output recorded. Maintain and renew batteries, battery chargers, monitors, and all other components as required. (Quarterly)
- g. Verify the operation of group or supervisory systems and make adjustments as required at intervals to insure all circuits and settings are properly adjusted to minimize control system response time for car and hall calls. (Semiannual)
- h. Machine and control rooms shall be kept clean, floors painted, and trash and debris removed. All covers and labeling shall be in place. Replacement parts shall be provided and organized. (Semiannual)
- i. Callback service and repairs necessary during regular working hours should the elevators fail to function properly after Agency's testing of emergency power systems, is included at no additional cost. (Upon request)
- j. Devices for ascending car overspeed and unintended car movement protection where provided shall be maintained, renewed and periodically tested. (Annual)
- k. Maintain or renew hydraulic power units and components, including control valves and manifolds, O-rings and gaskets, strainers, springs, pumps, motors, V-belts, mufflers and sound isolation couplings, hoses, shutoff valves, pipe or pressure line and fittings, power unit reservoir, etc. for proper operation and to prevent leakage, which shall not be permitted to accumulate. (Semiannual)
- l. Contractor shall monitor and maintain the hydraulic fluid level in the power unit reservoir (Quarterly). Contractor shall immediately investigate and correct any loss of hydraulic fluid. Loss of hydraulic fluid that cannot be accounted for shall result in Contractor removing the equipment from service and promptly conducting leak down and pressure tests as specified in ASME A17.1-2016, Req 8.11.3.2 at no additional cost to Dane County for Complete Maintenance only.

### C. Pits

- a. Maintain and renew equipment in elevator pits, including spring and oil buffers, buffer oil, buffer switches, limit and leveling switches, traveling cables and attachments, selector cable and sheaves, compensation and guides, steel tapes, guides and fastenings; and governor tension sheave assembly, etc. (Quarterly)
- b. Bottom of car equipment shall be examined, cleaned, and lubricated where required including platform isolation, load weighing switches, roller or sliding guides, safety and safety switch, pivots, and linkage, and under car light and receptacles, where provided. (Quarterly)
- c. Pits shall be kept clean of all accumulated dirt, grease, lint, trash, debris, etc., and shall not be used for storage. (Quarterly)
- d. Monitor and renew plunger jack packings and seals and means to collect leakage. The jack packing gland or drip ring shall be kept clear of foreign matter. Excessive jack packing leakage shall be corrected and packings or seals, guide bearings, packing glands, pressure line fittings, seals, or gaskets, synchronization ropes or sheaves, and exposed piping, renewed. (Semiannual)
- e. Maintain automatic oil return systems, where provided; keep in working order and renew or replace with closed container not exceeding 5 gallons upon failure. (Semiannual)

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### D. Cars

- a. Stopping accuracy shall be monitored and maintained at plus or minus 1/4", regardless of load conditions. (Monthly)
- b. Inspect and repair or replace all worn, damaged, or missing signal fixtures and components in car including but not limited to buttons, lenses, arrows, button caps and inserts, Braille, lamps and LED's, lenses, jewels, key switches, key bezels or collars, and audible signals. Button lamps in the same car or hall station shall be of the same color and brightness, and pushbutton and position indicator lamps must illuminate brightly enough to be readily detected by passengers. (Bimonthly)
- c. Regularly test, renew, and keep the elevator communications system in working order, including renewing hands-free elevator telephones, intercoms in car enclosures, alarm buttons, and all associated wiring back to the elevator controllers. Document regular testing on maintenance check chart. (Quarterly)
- d. Maintain car ventilation, handrail fastenings, and emergency lighting. (Quarterly)
- e. Maintain all door operator equipment, door reopening devices, keep car door operation adjusted for optimum performance. Ensure that door closing kinetic energy, door closing speeds, and closing force are maintained within Code requirements including on Firefighters' Operation. (Quarterly)

### E. Car Tops, and Hoistways

- a. Maintain cars and hoistways including guide rails, pits, car tops, and equipment in these areas in a consistently clean condition. (Quarterly)
- b. Periodically inspect, maintain, and renew wire rope suspension or governor ropes (SWR's) or coated steel belts (CSB), fastenings, compounding or deflector sheaves, sheave supports, idler sheaves and bearings, governor, sheaves, wire seals, and shaft assemblies; cable guards, shackle non-rotation cables, compensation ropes, chains, or cables.
- c. Clean wire ropes to permit inspection, maintain proper tension and sheave traction, maintain and shorten ropes to provide adequate counterweight runby per good industry practices and elevator code requirements. If one suspension rope or belt is worn beyond the manufacturer's specifications, is fretted, or is damaged to require replacement, the entire set shall be replaced. A legible metal tag shall be attached to one of the wire rope or belt fastenings conforming to ASME A17.1-2016 2.20.2.2. Lubricate suspension ropes and check equalization at least annually, keep governor ropes free of lubricants. Where suspension ropes are replaced, check drive sheave cable grooves for shape and equal depth. Regroove or replace sheaves and sheave liners as required to promote the long service life of new wire ropes. (Annual)
- d. Clean machinery spaces and equipment located therein, check operation of sheaves and ropes, lubricate sheave bearings as required, verify operation of emergency stop switch, lighting, and receptacles. (Semiannual)
- e. Keep hoistways clean of all accumulated dirt, grease, dust, etc., including counterweight, cable shackles, divider beams, ledges, landing sills, fascia, and headers. Contractor shall maintain hoistway cleanliness throughout the year. Keep the car and counterweight guide rails clean of lint and lubricant free, or where sliding type guide shoes are used, properly lubricated without excess lubricant. Adjust compensation fastenings and guides. (Quarterly)
- f. Clean top of car, check, adjust, and renew all devices, including roller or slide guides, switches, top of car lights and receptacles, inspection station, selectors and tape readers, fans and blowers, cab stabilizers, etc. Maintain emergency car exits in closed position, locked from the car top. Car tops shall be kept free of oil, dirt, and rubbish, and shall not be used for storing lubricants, spare parts, tools, or other items. (Quarterly)
- g. Maintain and renew all landing and car door or gate components to ensure both the safe operation and the smooth and quiet door performance. Maintain the clearances between door panels, door frames, hoistway enclosure, and sills. Maintain and renew car and/or hoistway door restrictors and safety retainers and secondary retainers. Clean, lubricate,

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

adjust, and where required, renew all components for door operators, car and hoistway door hangars, car door clutch, interlocks, closers, relating cables, drive arms and linkages, belts, chains, brushes, cams, switches, sprockets, rollers, upthrusts, gibs, hangars and hangar tracks, hoistway door astragals, non-vision wings, door reopening devices, and car gate switches. (Quarterly)

### F. Outside Hoistway

- a. Inspect lobby call stations and repair or replace all worn, damaged, or missing components including, but not limited to buttons, button caps and inserts, lamps and LED's, jewels, key switches, and key bezels or collars. Lamps in the same hall stations at a landing shall be of the same color and brightness. (Bimonthly)
- b. Renew devices in lobby position indicators including lenses, digital display and drivers. (Quarterly)
- c. Devices in Lobby Status Panels or informational displays located in lobby or Fire Command Center are to be checked for normal operation and all components and wiring repaired or replaced as necessary to restore proper operation. (Semiannual)
- d. Hoistway access switches, where provided, shall be maintained. (Semiannual)

### **3.28.4 Escalator Maintenance Tasks (Minimum CM Frequency in parentheses)**

#### A. General Maintenance Procedures

At the minimum monthly inspection frequency (time interval) prescribed on the maintenance pricing page, an exterior inspection of the escalator shall be made. Maintenance shall include, but not be limited to, the maintenance tasks listed below in 3.28 (B).

Exterior inspection shall include riding each escalator and performing a general safety inspection, listening for unusual noises, observing ride characteristics, step-skirt clearances, skirt panels, balustrades, decking, trim, and fasteners, handrails and handrail operation, combplates, and lighting. Adjustments shall be made as required for consistent and smooth operation of the escalators.

Maintenance tasks shall be scheduled and coordinated with only one (1) pair of escalators being taken out of service each month. Escalator pairs are identified as North and South.

Completed maintenance tasks shall be logged in the on-site maintenance records at the completion of each visit as required by this Agreement and State and local codes.

- B. The following tasks, inspections and tests shall be made as often as needed, but on an interval no less than indicated. Corrective repairs shall be made where deficiencies are identified.
  - a. Landing floor plates shall be flush with the floor and properly secured in place. (Monthly)
  - b. Combplates shall properly engage with step treads. Broken teeth and missing fasteners shall be replaced. Where two adjacent teeth are missing, the escalator shall be removed from operation until the necessary repairs are completed. (Monthly)
  - c. Inspect steps for broken step treads or risers, tracking, and alignment with combplates. (Monthly)
  - d. Verify operation of stop switches, access cover audible signals, and keyed start switches. (Monthly)
  - e. Ensure that handrail entry devices are in place and properly adjusted. (Monthly)
  - f. Inspect handrails for wear or cracks, especially at splices. Renew handrails and associated components as required. (Bimonthly)
  - g. Check demarcation and combplate lighting, which shall remain on whenever the escalator is in service. Renew where required. (Bimonthly)
  - h. Inspect caution signs, missing or damaged signs shall be replaced. (Quarterly)

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- i. Inspect skirt panels, damaged skirt panels shall be replaced or repaired. (Quarterly)
- j. Balustrade panels and decking shall be flush with no sharp edges or excessive gaps and moldings shall be flush with no loose or missing fasteners. Replace damaged balustrades. (Quarterly)
- k. Keep escalators properly lubricated at all times, wipe up oil from steps or floor plates. (Quarterly)
- l. Inspect controller, including all relays, printed circuit boards and connections, and other components. (Quarterly)
- m. Inspect step rollers and bearings, step chains, axle bushings, and renew worn or noisy equipment for quiet and smooth operation. (Quarterly)
- n. Tighten loose ceiling intersection guards, those damaged or missing shall be renewed by Owner. (Quarterly)
- o. Inspect, adjust, lubricate, and where required, promptly renew or rebuild machine drives and gear reducers, drive chains, sprockets, sprocket teeth, and gears. Tension and renew sprocket bearings, newel bearings, drive chains, and belts. Check for proper lubrication. (Quarterly)
- p. Remove balustrade panels to inspect handrail roller and guide assemblies, adjust spring tension, check drive chains and belts, pulley, and fastenings. (Semi-annually)
- q. Test all skirt obstruction switches for proper operation. (Semi-Annually)
- r. Check machine and motor operation. Clean motor and gear case, lubricate motor bearings. Change gear case oil at frequency consistent with manufacturer's specifications and replace leaking seals. Inspect overspeed governor, where provided. (Semi-annually)
- s. Complete impact devices shall be tested to verify proper operation. (Annually)
- t. Verify handrail speed, tension, speed monitoring device stall alarm and switch. (Annually)
- u. The interiors of escalators and their components shall be cleaned to prevent an accumulation of oil, grease, lint, dirt, or refuse. An examination with partial step removal to determine if cleaning is necessary shall be required at least once a year. Accumulation of lubricants, lint, dirt, debris, etc shall be removed and pits and drip pans kept clean. Install suitable barricade and flooring protection at each landing prior to performing maintenance. (Annually)
- v. Inspect main drive shaft brake, maintain torque within manufacturer's specifications, and adjust as needed. Verify brake stopping distance. (Annually)
- w. Measure step-skirt and loaded gap clearances, make adjustments as required to maintain compliance with Elevator Code. (Annually)
- x. Test function of missing step device and step up thrust device. (Annually)
- y. Measure and record voltage to escalator controller. (Annually)
- z. Perform all required annual tests, then complete and distribute Periodic Escalator Test report, provide tag in lower wellway marked with company performing test and date of test. Testing shall include Step/skirt Performance Index and Loaded Gap. All adjustments for compliance with Category One Periodic Tests shall be made as part of this Agreement. (Annually).



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### 3.29 Statement of Qualifications

- A. Number of years the firm has been servicing elevators.
- B. Nearest service location.
- C. Number of trained elevator technicians available to service Dane County elevators:
- D. Do your local technicians have experience servicing the make of elevators on which you are bidding? (Yes or No – provide a list of any elevator makes where there is little or no service experience)
- E. Do you have timely access to repair parts for the elevators on which you are bidding? (Yes or No).
- F. What parts do you stock for the elevators on which you are bidding?
- G. Can you meet the emergency response time listed on the bid?
- H. Total number of Madison Service routes.
- I. Total Madison area units under contract.
- J. Who would be the Primary Mechanic for this account?
  - a. Miles from residence to the State Capitol?
  - b. Number of years as a Mechanic?
  - c. Number of years in elevator trade?
- K. Who would be the Secondary Mechanic for this account?
  - a. Miles from residence to the State Capitol?
  - b. Number of years as a Mechanic?
  - c. Number of years in elevator trade?
- L. Describe the method of allocating manpower for night or weekend callbacks.
- M. Describe the total number of service mechanics available.
- N. Monetarily, how much is in inventory for maintenance parts? (\$)
- O. Comment on Elevator Service Provider's commitment to supporting the maintenance of the specific equipment located at City of Madison facilities, through capabilities of Contractor. Include at a minimum for each of the various models of control equipment: Kone KCM831, Dover T-IV, MCE Motion 4000, ThyssenKrupp TAC 20, Dover DMC-1, Kone escalators, VMI VSC-1, Schindler 300A, Kone Miprom, Garaventa vertical platform lifts:
  - a. Primary mechanic's hands-on experience with control equipment
  - b. Formal technical training and manuals for these products.
  - c. Availability of hand held diagnostic tools for interfacing with elevator controls.
  - d. Your ability to successfully complete ALL applicable Category 1 and Category 5 tests.
  - e. Location of nearest Electrical Engineer or Technical Field Operations support.
  - f. Expected typical turnaround time for printed circuit board repairs and for the repair of MG sets or DC drive motors.
- P. Provide instructions and 24 hour telephone numbers for requesting callback service. Indicate the location of the call center (local or national answering service).
- Q. Provide steps or instructions on how to address billing issues (ie: if Dane County is incorrectly charged).
- R. Does your company have the ability to routinely maintain and repair the quantity and frequency of the Dane County units?
- S. What are the biggest challenges that your company faces in providing routine maintenance, repairs and service calls for the quantity and frequency of Dane County units?
- T. Describe the process for scheduling maintenance for the amount of units that Dane County has.
- U. If it is discovered that maintenance is not being provided at the levels and frequency described within this solicitation, what steps would be taken to correct the services provided?
- V. Provide any additional information regarding your bid submission or unique ability/qualifications to provide elevator maintenance and repair service for Dane County.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

#### 4.1 Attachment A – Vendor Information

#### 4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

#### 4.3 Response to General Requirements 3.2 – 3.22

Provide a general response to all General Requirements listed within 3.2 – 3.22. Any deviations or inability to provide service according to these General Requirements must be provided in this response.

#### 4.4 Response to Technical Specifications 3.23 – 3.28

Provide a general response to all Technical Specifications listed within 3.23 – 3.28. Any deviations or inability to provide service according to these General Requirements must be provided in this response.

#### 4.5 Response to Statement of Qualifications 3.29

Provide a response to each section (A-V) listed within 3.29.

#### 4.6 References

Provide company name, address, contact person, telephone number and appropriate information on the product(s) and/or service(s) used for three or more installations with requirements similar to those included in this solicitation document. References may be checked at the County's discretion for bid evaluation purposes.

## 5.0 COST PROPOSAL

### 5.1 **General Instructions on Submitting Cost Proposals**

The Cost Proposal section of this RFP is a separate document and can be found on the [www.danepurchasing.com](http://www.danepurchasing.com) as part of the posting for this RFP. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

### 5.2 **Format for Submitting Cost Proposals**

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

The Cost Proposal submission shall be in PDF format with the document name including the RFP #, Vendor Name, and Cost Proposal.  
(ie: 120012 – ABC Company – Cost Proposal)

### 5.3 **Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

**VENDOR INFORMATION**

**VENDOR NAME:** \_\_\_\_\_

<b>Vendor Information (address below will be used to confirm Local Vendor Preference)</b>			
<b>Address</b>		<b>City</b>	
<b>State &amp; Zip</b>		<b>County</b>	
<b>Vendor Rep. Name</b>		<b>Title</b>	
<b>Email</b>		<b>Telephone</b>	

<b>Designation of Confidential and Proprietary Information (Reference 1.12)</b>		
<b>Section #</b>	<b>Page(s) #</b>	<b>Topic</b>
<input type="checkbox"/> <b>No information designated as confidential and proprietary.</b>		

<b>Cooperative Purchasing (Reference 1.13)</b>
<input type="checkbox"/> I <u>agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.
<input type="checkbox"/> I <u>do not agree</u> to furnish the commodities or services of this bid to municipalities and state agencies.

<b>Local Vendor Purchasing Preference (Reference 1.15)</b>						
<b>Are you claiming a local purchasing preference under DCO 25.08(7)?</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Dane	<input type="checkbox"/> Columbia	<input type="checkbox"/> Sauk	<input type="checkbox"/> Rock
				<input type="checkbox"/> Green	<input type="checkbox"/> Dodge	<input type="checkbox"/> Iowa
				<input type="checkbox"/> Jefferson		

<b>Fair Labor Practice Certification (Reference 1.17)</b>
<input type="checkbox"/> Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/> Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

<b>Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable.</b>				
<input type="checkbox"/> Addendum #1	<input type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3	<input type="checkbox"/> Addendum #4	<input type="checkbox"/> None

<b>Signature Affidavit</b>
<p>In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified under the Designation of Confidential and Proprietary Information section. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p>

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**SECTION 6 – ATTACHMENT B – Conveyance List**

DEPARTMENT	LOCATION	TYPE	ROID	MANUF	DRIVE TYPE	INST DATE	MODERN YR	CAPACITY	SPEED	LAND	OPEN	OPENING SIZE	OPEN TYPE	CONTROL MFG	CONTROL MODEL
Facilities Management	Courthouse #1	Passenger	994666	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #2	Passenger	994667	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #3	Passenger	994668	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #4	Passenger	994669	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #5	Passenger	1003063	Kone	Geared Traction	4/11/2003	N/A	3,000	350	10	10	3'8" x 7'0"	Two speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #6 C/D	Passenger	1003064	Kone	Geared Traction	4/11/2003	N/A	3,000	350	7	7	3'6" x 7'0"	Single speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #7 A/B	Passenger	1003065	Kone	Geared Traction	4/11/2003	N/A	3,000	350	8	7	3'6" x 7'0"	Single speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #8	Passenger	972435	Kone	Direct Hydraulic	4/11/2003	N/A	4,000	100	2	2	4'0" x 7'0"	Two speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #9	Vert Plat Lift	1029254	Garaventa	Chained Hydr	4/23/2003	N/A	750	17	2	2			Garaventa	
Dane County Regional Airport	#1 - Up N	Escalator	1058284	Kone	Chain	5/4/2005	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#2 - Dn N	Escalator	1058284	Kone	Chain	5/4/2005	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#3 - Up S	Escalator	980861	Kone	Chain	3/3/2004	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#4 - Dn S	Escalator	980860	Kone	Chain	3/3/2004	N/A	10,700	100	2	2			Kone	

**SECTION 6 – ATTACHMENT C – Conveyance Site Contact & Addresses**

Department	Site Contact	Elevator Location/Name	Address	City	State	Zip	TYPE	ROID	MANUF
Facilities Management	Mike Collins 608-266-4350	Courthouse #1	215 S Hamilton Street	Madison	WI	53703	Passenger	994666	Kone
Facilities Management		Courthouse #2	215 S Hamilton Street	Madison	WI	53703	Passenger	994667	Kone
Facilities Management		Courthouse #3	215 S Hamilton Street	Madison	WI	53703	Passenger	994668	Kone
Facilities Management		Courthouse #4	215 S Hamilton Street	Madison	WI	53703	Passenger	994669	Kone
Facilities Management		Courthouse #5	215 S Hamilton Street	Madison	WI	53703	Passenger	1003063	Kone
Facilities Management		Courthouse #6 C/D	215 S Hamilton Street	Madison	WI	53703	Passenger	1003064	Kone
Facilities Management		Courthouse #7 A/B	215 S Hamilton Street	Madison	WI	53703	Passenger	1003065	Kone
Facilities Management		Courthouse #8	215 S Hamilton Street	Madison	WI	53703	Passenger	972435	Kone
Facilities Management		Courthouse #9	215 S Hamilton Street	Madison	WI	53703	Vert Plat Lift	1029254	Garaventa
Dane County Regional Airport	Bill LeGore 608-246-3389	#1 - Up N	4000 International Lane	Madison	WI	53704	Escalator	1058284	Kone
Dane County Regional Airport		#2 - Dn N	4000 International Lane	Madison	WI	53704	Escalator	1058284	Kone
Dane County Regional Airport		#3 - Up S	4000 International Lane	Madison	WI	53704	Escalator	980861	Kone
Dane County Regional Airport		#4 - Dn S	4000 International Lane	Madison	WI	53704	Escalator	980860	Kone

**STANDARD TERMS AND CONDITIONS**

Request for Bids/Proposals/Contracts

Rev. 05/2020

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder’s certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

## SECTION 7 – STANDARD TERMS AND CONDITIONS

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 **GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 **APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 **NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must

submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 **AMERICANS WITH DISABILITIES ACT:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 **WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 **INDEMNIFICATION & INSURANCE.**

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and



## SECTION 7 – STANDARD TERMS AND CONDITIONS

representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

### 20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

### 20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### 20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

### 20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

### 20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability

under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding

## SECTION 7 – STANDARD TERMS AND CONDITIONS

of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**22.1 PUBLIC RECORDS ACCESS:** It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

**22.1 PROPRIETARY INFORMATION:** If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

**22.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

**22.3** Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

**23.0 RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

**24.0 PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

**25.0 ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

**27.0 COMPLIANCE WITH FAIR LABOR STANDARDS.** During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

**27.01** VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

**27.02** VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."