



REQUEST FOR BID

Department of Administration
Purchasing Division

BID NUMBER	#109111
RFB TITLE	Elevator/Escalator Maintenance Services
PURPOSE	The purpose of this RFB is to solicit bids from responsive and responsible bidders to provide elevator/escalator maintenance services in accordance with the scope of services.
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time November 2, 2009 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
REQUIRED BID COPIES	Bidders must submit one (1) original and (1) copy. (Bid forms only.)
SPECIAL INSTRUCTIONS	Vendors are required to visit all sites prior to submitting a bid.
PLEASE DIRECT ALL INQUIRES TO	NAME Carolyn Clow
	TITLE Purchasing Agent
	PHONE # 608/266-4966
	FAX # 608/266-4425
	EMAIL clow@co.dane.wi.us
	WEB SITE www.danepurchasing.com
THIS RFB IS COMPRISED OF: Part 1 - General Guidelines & Information Part 2 - Technical Requirements Part 3 - Description of Service Schedule A Part 4 – Bid Forms	RESPONSE CHECKLIST: <input type="checkbox"/> Signed Affidavit – Completed Bid Forms <input type="checkbox"/> Submit one original and required bid copies <input type="checkbox"/> Label the lower corner of your bid with the Bid number
DATE BID ISSUED: October 6, 2009	

2007 MSWORD DOC BID BLANK FOR SERVICES. Rev 2/19/2009

Part 1- General Guidelines and Information

1. Introduction Scope:

Dane County invites and will accept bids for the service outlined in Part 2 Technical Requirements. The County as represented by Purchasing Division, intends to use the results of this process to award a contract(s) or issuance of purchase order.

2. Clarification/Questions:

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to the bid deadline. Requests submitted after that time **WILL NOT** be considered. All inquiries must be directed to the person indicated on the cover page.

3. Addendums:

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com. Bidders are reminded to regularly monitor the web site for any such postings. Bidders must acknowledge the receipt/review of any addendum(s) on the bottom of the Signature Affidavit.

The Purchasing Division has the sole authority for modifications of this specifications and or bid.

4. Dane County Vendor Registration Program:

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

5. Living Wage:

The successful bidder shall pay the County's living wage to all of its employees engaged in performing the work for the specific agency, whether on a full-time or part-time basis per D. C. Ord 25.015.

Note, this bid is subject to the current living wage ordinance. The portion of the ordinance that pertains to proportionate application of the living wage was changed by the Dane County Board of Supervisors effective 09/06.

For information on this change go to:

http://www.danepurchasing.com/living_wage.aspx

6. Term

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for two years from the date, with an options by mutual agreement of the County and contractor, to renew for **three (3)** additional one year periods.

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: **January 1, 2010**

7. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids, request best and final offers and negotiate contract terms.

8. Withdrawal of Bids:

Bids shall be irrevocable until contract award, unless the bid is withdrawn prior to opening. Bidders may withdraw a bid in writing, at any time up to the bid due date and time. The written request must be signed by an authorized representative of the bidder and submitted to the procurement manager. If a previously submitted bid is withdrawn before the bid due date and time, the **bidder may submit another bid, at any time up to the bid due date and time.**

9. Multiple Bids

Multiple bids will not be allowed, unless Dane County is asking for alternates.

10. Pricing:

- The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this request for bid.
- All prices, costs, and conditions outlined in the bid shall remain fixed.

11. Payment Terms and Invoicing:

- **Payment:** The County's normal payment terms are net 30 days.

Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified.

Contractor shall submit **monthly invoices** for services rendered. All invoices shall contain complete and accurate information.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract. In no instance shall the contractor invoice the County for more than is authorized by the County on the issued purchase order or contract

State Sale Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

NON-ALLOWED CHARGES. other incidental or standard industry charges not identified herein, are not allowed under this contract.

Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

12. Award:

The County will award the bid to the responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

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 month per each site and evaluation criteria.](#)

The County reserve the right to accept any bid proposal or to reject any or all bid proposals, or to award a contract on such basis as deemed to be in the agency's best interest. Dane County reserves the right to reduce the scope of services during the term of the contract.

13. Preliminary Evaluation

Bids must be submitted on the attached bid forms. The bid will be reviewed initially to determine if any mandatory requirements are met (When applicable).

14. Additions to Contract:

The County reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Office will send the vendor a letter requesting pricing for the item(s) to be added. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service to be provided. Upon receipt, the County shall issue a Change Order adding the service or product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these add- ons.

When applicable, Contractor may be required to sign a County of Dane Service Agreement.

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.

15. Termination of Contract:

If for any reason the successful contractor fails to fulfill the requirements of the contract for providing the specified services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

16. Contracting Assignment:

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County.

The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

17. Permits, Licenses,

The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes

18. Insurance:

The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. Certificate is required prior to issuance of purchase order. See Section 20.0 Insurance Responsibility in the Standard Terms & Conditions.

Contact your insurance representative to issue an Additional Insured Endorsement naming County of Dane, to your General Liability coverage as shown below. **Address certificate holder as shown below.** Indicate mailing address for County of Dane as shown below.

The contract requires a current certificate of insurance on file (listing all policies) with the County Risk Management Department listing the **certificate holder** as:

1. COUNTY OF DANE its boards, commissions, agents, officers, employees and representatives
Risk Management City County Bldg Rm 425
210 Martin Luther King Jr Blvd. Madison WI 53703
2. COUNTY OF DANE, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an **ADDITIONAL INSURED** on the General Liability policy. A notation of this endorsement on the certificate is acceptable. Bodily Injury and Property Damage Liability minimum limit \$1,000,000.
3. **30 Days written notice** to us as certificate holder from your insurer in the event of cancellation for any reason before the expiration date of your polic(ies).

Mail the certificate of insurance to:

Risk Management
210 Martin Luther King Jr Blvd, Room #425,
Madison, WI 53703.

Call 266-4965 with any questions. You may fax it 608/266-4425

19. Applicable Law:

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Madison, Wisconsin; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Dane County, Wisconsin.

20. Satisfactory Work:

Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County

reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

21. Project/Contract Administration:

The County agency(s) utilizing the service will be responsible for coordinating, monitoring and administering the resulting service contract/purchase order. Any modifications to contracts/purchase orders shall be communicated by the agency to the purchasing office to be added to the agreement.

The agency shall be responsible for notifying vendor relative to contract renewals /extensions.

22. Inspection of Premises:

Bidder's may inspect site(s) prior to submitting bids to determine all requirements associated with the project. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract. (Refer to schedule if any).

23. Proven Experience/Qualifications:

Proposers shall provide information with their proposal that will certify that they are experienced with or meets the requirement of this specification to be eligible for a contract award.

24. Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

http://www.danepurchasing.com/partner_benefit.aspx

STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)

DCO CHS 19,25 Rev. 07/07

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.

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 in this request 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 which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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 contracting department 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 vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 or services, or combination of both. 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.

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. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful 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 the successful 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 coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful 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 the successful 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 the successful 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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 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 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.

22.3 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. In any event, bid prices will not be held confidential after award of contract.

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 County of Dane (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-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe

any such records or documents. 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.

26.1 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 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER 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 Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER 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 or union organizing."

Part 2 – Technical Requirements

SCOPE: This bid covers the Dane County elevators and escalators listed on the attached bid form. Bidders shall have a minimum five-year record of successful experience in the business of installing and/or servicing elevators and/or escalators of the type covered by these specifications. Subcontracting shall not be allowed. Bidders shall have adequate staff to respond to emergency callback service requests within one hour of receipt of call.

Dane County reserves the right to split the bid award. Contractors may bid on any or all locations.

TERM: The contract shall be for two years beginning January 1, 2010, and may be renewed for three additional one-year periods if agreeable to both parties.

SITE INSPECTIONS: Bidders must examine each elevator to determine the condition of the elevator/escalator and the accuracy of the information shown for the elevator/escalator prior to submitting a bid. No adjustments to the bid price shall be allowed should the information shown be in error. **Bids received without documentation of site visits will be rejected.**

If examination determines that repairs are required before the bidder will service the unit, the bidder shall submit a separate itemized proposal indicating the cost of the repairs.

Contact names and phone numbers to call to schedule inspections are as follows:

City County Building
210 Martin Luther King Jr. Blvd.
Madison

Steve Alwin
608-266-4350

Public Safety Building (PSB)
115 W. Doty St.
Madison

Steve Alwin
608-266-4350

Dane County Courthouse
115 S. Hamilton St.
Madison

Steve Alwin
608-266-4350

Dane County Human Services (NPO)
1202 Northport Dr.
Madison

Laura Huttner
608-242-6260

Badger Prairie Health Care Center (BPHCC)
1100 E. Verona Ave.
Verona

Steve Handrich
608-845-1243

Consolidated Food Service
1100 E. Verona Ave.
Verona

Greg Brockmeyer
608-845-1244

Ferris Huber Center
2120 Rimrock Rd.
Madison

Lt. Richelle Anhalt /Sgt. Carl Koehler
608-284-6096/608-287-8853

Highway & Transportation Department
2302 Fish Hatchery Rd.
Madison

Jim Matzinger
608-266-4040

Alliant Energy Center
1919 Alliant Energy Way
Madison

John Dunn
608-267-3983

Dane County Regional Airport
4000 International La.
Madison

Bill LeGore
608-246-3389

Lyman Anderson Center
1 Fen Oak Ct.
Madison

Emily Capicik
608-224-3707

Henry Vilas Zoo
702 S. Randall Ave.
Madison

Jeff Stafford
608-266-4733

Dane County Human Services
125 Veterans Rd.
Stoughton, WI

Laura Huttner
608-242-6260

Lussier Heritage Center
3101 Lake Farm Road
Madison

Linda Mittnacht
608-224-3604

DIAGRAMS, MANUALS, ETC: The county has on file drawings, schematics, maintenance manuals, parts lists, etc. for its elevators. All drawings, schematics and manuals are the property of Dane County and shall not be removed from the site. Any contractor removing such drawings will be barred from bidding on this or any future County bids. If the contractor requests copies of any documents, the County will provide them at actual reproduction cost.

All prints shall be updated when changes are made (wiring and maintenance diagrams).

The contractor shall provide the County with a set of reproducible wiring diagrams covering all changes, modifications, etc. which take place during the contract term. The diagrams are to be furnished to the County immediately following modifications, at the expense of the contractor.

REPLACEMENT PARTS: Repair parts shall be by the original equipment manufacturer (OEM). Equal quality substitutes may also be used if approved by the Authorized Representative. The contractor shall maintain on the premises a supply of commonly used repair parts, to be determined in conjunction with the Authorized Representative. Lubricants shall be those recommended by the manufacturer or an approved equal. Any lubricants stored on-site must be in OSHA approved containers. Contractors shall be able to promptly acquire any parts, which may be required to maintain and repair the elevators on which they are bidding.

LABOR: All elevator maintenance shall be performed by qualified elevator mechanics trained to service the equipment on which they will be working. Maintenance services by a helper or apprentice will be allowed only if under the direct supervision of a qualified elevator mechanic.

LIVING WAGE: This contract will be subject to the Dane County Living Wage Ordinance. Information about the County's Living Wage Ordinance is available on the Purchasing Division web

site at www.danepurchasing.com. Click on Living Wage Information. The living wage for 2010 will be \$10.60/hr.

PRICING: Prices quoted shall be firm for the first two years of the contract. Dane County shall not pay for transportation and travel costs to and from the job site. Annual percentage increases may be listed in the pricing section of the bid.

INVOICING: Contractor must agree that all invoices shall reflect the prices and markups established for the items on this contract for all orders placed by the County and even though the contract number and/or correct prices may not be referenced on each order.

Before payment is made, it also must verify that all invoiced charges are correct as per this Contract. Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- Contractor name
- remit to address
- purchase order number
- service location (street address, building name, department name, etc.).
- prices per the Contract, itemized so that the service and cost of the service can be identified by an auditor as being a part of this Contract
- State Department of Commerce registration Tag number and Regulated Object ID number of the elevator serviced.

In addition, all invoices for Other Service must show:

- complete service description
- day/date and time service personnel arrived and departed work site
- total number of hours worked
- applicable hourly rate
- copy of invoice(s) for equipment rental charges and markup (if applicable).
- copy of subcontractor's invoice (if applicable). NOTE: no markup allowed.
- copy of invoice(s) for materials and parts (provided upon request)
- Contracting agency's Authorization Representative that requested the service.

The original invoice must be sent to the **Contracting Agency's** (agency responsible for the elevators and issuing the purchase order) **Billing Contact** address.

Invoices submitted without required information will be returned for entry of the missing information and will not be paid until properly completed.

Final payment of any invoice may not be made until the elevator is operating according to specifications and has been accepted by the Contracting Agency.

The state registration number of the elevator, or other elevator identification, the building in which the elevator is located, and the details of the repair must appear on the invoices. Any invoices not bearing the above information may be returned for correction.

EXAMINATION LOG & OTHER RECORDS: The contractor is required to have maintenance book on hand in the elevator equipment room with the various check points that are included in the preventative maintenance program of each elevator. The log should note time spent, parts replaced and deficiencies corrected. All overtime should be noted and all prints updated. Failure to maintain

the log shall be construed as failure to perform the services required. Payment shall not be made for any period that the log indicates service has not been performed.

OTHER EQUIPMENT AND OUT-OF SERVICE EQUIPMENT: The contract shall cover only the elevators listed in this bid. The County reserves the right to install and initially service newly purchased equipment through the facilities of the manufacturer or other party from whom the equipment is obtained.

If a building is vacant or an elevator unused for a period of time, the County may elect to suspend service on the elevator(s) during this period, and the service billing shall be reduced proportionately.

CONTRACT CANCELLATION: The county may terminate the contract with written notice if the Authorized Representative determines the level of service is inadequate or if the contractor fails to comply with the requirement of the specifications. The County shall be the sole judge of compliance.

Should the contractor fail, or be unable to make any needed adjustments or repairs in a timely manner, the County reserves the right to have such adjustments or repairs performed by another firm, with the cost being deducted from any monies due to the contractor.

EMPLOYEE IDENTIFICATION: While working on County property, all Contractors' employees shall wear clearly displayed photo identification badges at shirt pocket height showing that they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

SUPERVISION: All of Contractor's maintenance service helpers or apprentices shall wear clearly displayed photo identification badges at shirt pocket height showing they are employees of the Contractor. The badges shall be provided by the Contractor at the Contractor's expense.

POST AWARD MEETING: Contractors must attend a Post Award Meeting conducted at a time and place designated by the Contracting Agency's Authorized Representative. All parties in the Contractor's organization having a supervisory or managerial role in this Contract for elevator/escalator maintenance and repair services shall be in attendance. At this meeting the Contractor shall be prepared to discuss and provide detailed information concerning, but not limited to, the following:

- Prior Notification of Work Start
- Access to Facilities
- Performance
- Completion of Work/Cleanup and returning the worksite to original conditions
- Delivery of materials to Job Site
- Invoicing
- Regular and Overtime Wage Conditions and Rates
- Subcontracting
- Parking

COMPLETE MAINTENANCE ELEVATOR SERVICE

REQUIREMENTS:

1. The contractor shall regularly and systematically examine, adjust, lubricate and clean the elevators at a time agreeable to the County, and if conditions necessitate, repair or replace parts and equipment with the following exceptions:

The repairing, refinishing or replacing of cab enclosures, cab floors, cab door panels, hoistway door panels, frames and sills, hydraulic cylinders, and power switches and feeder to the controller.

2. It is expected that the above work will be performed during normal daytime working hours of the elevator trade, Monday through Friday, excluding holidays, for 8 hour callback.
3. When required, emergency callback service shall be provided during the hours indicated on the bid sheet at no additional cost to the County.

Emergency callbacks requested after the hours indicated on the bid sheet and/ or any examinations, adjustments or repairs conducted at the specific request of the County, during overtime hours of the elevator trade shall be paid for at the difference between the regular and overtime rate provided by the contractor's bid.

Response to emergency callbacks, as defined by the County, shall be within one hour after time or call with service technician on site.

4. If the required five-year safety test becomes due during the life of the contract, such test shall be in compliance with all applicable federal, state and local requirements, at the additional cost listed on the pricing page.
5. The cost of materials and labor for the installation of any attachments or features required by insurance companies or by governmental authorities, or for any parts of items which may be damaged by vandalism, misuse, fire, theft, water, or an Act of God, shall not be included in the contract price for this maintenance service. However, it is understood that the contractor shall be required to furnish the parts at a cost not to exceed the current market price for the parts and the labor for the installation of the parts at the hourly rates established in the bid.
6. The County shall approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each elevator and shall become property of the County.
7. If the maintenance level is questioned by the County, the Wisconsin State Elevator Inspector may be called to verify possible negligence on the part of the contractor. If the alleged negligence is verified, the costs of such inspection and corrective action will be borne by the contractor.
8. Evaluation standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:
 - A. **Door Performance:** In evaluating the door performance, complete door opening and closing times will be used. A determination that the doors open and close smoothly without slamming will also be required. Door closing pressures will be maintained in conformance to existing codes. Door reopen devices shall be maintained to operate as originally installed.
 - B. **Landing Performance:** Landing accuracy shall be plus or minus $\frac{1}{2}$ ", regardless of number of passengers, up to rated capacity. Medical facilities shall be plus or minus $\frac{1}{4}$ ".
 - C. **Rated Speed Performance:** Rated speed shall be maintained within plus or minus 5%.

9. Schedule of Maintenance Operations: The following schedule of examination and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations and frequency of performance required. The successful contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.

A. **Service Intervals:** Examination shall be provided at the specified interval. During such examinations the following operations are to be performed, but not limited to:

1. Ride each car; check operation of car and hoistway doors; also acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.
2. Inspect and wipe clean all motors, machines and generators.
3. Inspect controllers, selectors and governors.
4. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
5. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, when necessary.
6. Clean direction and accelerating switches.
7. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.
8. Clean machine room.
9. Check floors for missing indicator plates, arrows, buttons, etc. and replace where required.
10. Replace or repair all non-functional lamps.
11. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as necessary.
12. Test emergency telephones.

B. Quarterly Services:

1. Clean hoistway pits and inspect equipment in them.
2. Inspect working parts or all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
3. Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive canes and clocks. Clean, lubricate, adjust or replace, as necessary.
4. Examine all wire ropes and fastenings, check and adjust rope tension.
5. Examine traveling cables for wear and position.

6. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to attention of the County.
7. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoistway.
8. Clean car position indicators; adjust if necessary.
9. Inspect and clean car guides. Replace worn and cracked parts.
10. Check and clean car fan motors for proper operation.
11. Blow out and vacuum clean controller; motors and motor generator sets.

C. Semi-annual Services:

1. Check bearings for proper operations and wear.
2. Examine machine gear teeth for cutting or noise.
3. While riding on top of cars, physically check condition and operation of door locking equipment.
4. Perform electrical test of door interlock circuits.
5. Examine door locks and door closer equipment. Clean door channels.
6. Examine car and counterweight guide shoe and fastening.
7. Renew gibs or rollers when necessary. Lubricate sliding guide shoes.
8. Remove car station cover, blow out; clean switches and buttons.

D. Annual Services:

1. Examine, clean with proper solution, and repair as necessary, commutator, brushes and brush holders of all small control motors and regulators.
2. Thoroughly examine and clean starter and control panels. Check each contractor and relay by hand for wear, cleanliness, proper adjustment. Clean, re-adjust, repair or replace, as necessary.
3. Check, clean and adjust operation of slow down and limit switches.
4. Examine all moving parts of governor and safety for free operation. Clean and adjust.
5. Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
6. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
7. Overhaul machine brake, including disassembly, cleaning, replacement of worn component, reassembly and re-adjustment.

8. Provide five (5) full-load governor and safety test per Wisconsin Elevator Code, if required during the contract period.
9. Clean and lubricate hoistway door hangers, track and door arms.
10. Examine care and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
11. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
12. Each summer, the vendor shall have a major preventative maintenance program to include all contractors, relays, switches, timing adjustments --electrical and electronics parts, mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons, and all equipment as originally installed, or approved variations by the County.
13. Perform a complete systems check of all logic features and/ or programs as determined by the County.
14. Test firemen service operations and emergency power operations in accordance with ANSI A 17.1 safety code for elevators and escalators at a time as determined by the County.
15. Automatic dialing communication systems that are part of elevator car shall be tested and maintained as originally installed.
16. Hydraulic elevators shall be inspected and tested as per ANSI a 17.2.

E. Repair Work: Repair work not covered under this contract must be pursued on the site without interruption, on a regular working hour basis, until the job is completed. Should the County request that the work proceed on a 24-hour basis, the contractor shall be reimbursed on the bonus labor of these regular hours.

LUBRICATION ELEVATOR SERVICES

REQUIREMENTS:

1. The contractor(s) shall, at the prescribed time interval examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governor, solid state components, hall buttons, signals, brake, controller, pump, valves, door operators, door gibs and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hanger, all machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.
2. The contractor(s) shall provide as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer. Hydraulic fluid to maintain fluid at level recommendations by the manufacturer will be furnished by the County.

3. The cost of all parts and labor cost for the replacement or repair of these parts shall not be included in the contract price for the maintenance service. However, it is to be understood that the contractor(s) shall be required to furnish these parts at a cost not to exceed the current market price for the parts. The contractor(s) may be required to furnish the labor for removal and replacement of these parts and for the performance of the safety tests at the hourly rate as established by this bid.
4. It is expected that all of the above work will be performed during the normal daytime working hours of the elevator trade. If emergency service is requested by the County, such service shall be performed at the rates established by the contractor's bid.
5. The State of Wisconsin shall provide or approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each respective elevator.
6. When the level of contract maintenance performance is questioned by the County, the Wisconsin State Elevator Inspector may be called to verify possible negligence on the part of the contractor. If the alleged negligence is verified, the costs of such inspection and corrective action will be borne by the contractor.
7. The contractor(s) shall immediately notify the County when any parts or components within the elevator system may require repair, modification or replacement.

Should a failure to or in the elevator system occur because the contractor(s) did not notify the County the contractor(s) shall be liable for any and all costs incurred by the County to make the elevator operative.

ESCALATOR SPECIFICATIONS

Description

Contractor shall perform complete maintenance service on all equipment to be maintained. Unless otherwise specified, work applies to all parts of the escalators and wiring including, but not limited to:

- Escalator machines, motors, brakes, brake lining, drive chains, novatex boards, bull gears, handrails, step and chain rollers and spindles, steps, step treads and risers, sprockets, worms and gears, bearings and seals, comb plates, rollers and newels, handrail guides, handrail boards, controllers, internal lights, stop switches.
- Wiring, tracks, step and hand rail chains, and all structural members.
- Governors, contacts, fuses, lit switches, push buttons, safety switches, safety brushes, and all other electrical control parts.
 - All other signal and accessory devices, which are part of the escalator installations at the time the bid for work is submitted.
 - It is expected that the above work will be performed during normal daytime working hours of the elevator trade, Monday through Friday, excluding holidays, for 8 hour callback.
 - When required, emergency callback service shall be provided during the hours indicated on the bid sheet at no additional cost to the County.

- Emergency callbacks requested after the hours indicated on the bid sheet and/ or any examinations, adjustments or repairs conducted at the specific request of the County, during overtime hours of the elevator trade shall be paid for at the difference between the regular and overtime rate provided by the contractor's bid.
- Response to emergency callbacks, as defined by the County, shall be within one hour after time or call with service technician on site.
- Annual ASME A17.1 safety code tests of step/skirt performance index and loaded gap tests shall be performed on escalators at the additional cost listed on the pricing page.
- The County shall approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each elevator and shall become property of the County.
- If the maintenance level is questioned by the County, the Wisconsin State Elevator Inspector may be called to verify possible negligence on the part of the contractor. If the alleged negligence is verified, the costs of such inspection and corrective action will be borne by the contractor.

Work and Materials Furnished

The Contractor shall furnish the following work and materials under this Contract:

- A. Make the necessary number of inspections required to maintain all escalators in prime-class operating condition at all times. Minimum frequency of regular service inspections required as shown in Exhibit 1, however, these are minimums only and do not relieve Contractor from the responsibility of providing the necessary service visits to maintain equipment in accordance with these specifications.
- B. Inspections shall include regular and systematic examination, adjustment, cleaning and lubrication. All lubricants, cleaning materials, paint, cotton waste and other related items shall be supplied by the Contractor. Also, all necessary gear oil and chain lubricants shall be supplied by the Contractor. All lubricants, gear oil and chain lubricants shall be of proper grade for the purpose used. Escalator skirt panel clearances and safety switch clearances shall be maintained per above referenced National Code. Inspect the condition of the skirt panel brushes and replace, if unacceptably worn.
- C. Unless written authorization is obtained to the contrary from the County, all features of operation and control included in the original installation shall be maintained functional.
- D. At the beginning of this contract and annually thereafter for the term of this contract, the Contractor shall provide a thorough inspection, cleaning, adjusting, and if necessary, repair of the complete escalator unit. One-half (1/2) of the steps shall be removed, cleaned and inspected on alternating year inspections, the steps shall be marked with year removed.
- E. If cracks are discovered, they shall be corrected per the manufacturer's recommendations. Loose step treads or risers shall be tightened. Chipped or broken step treads or risers shall be replaced. Drip pans, tracks, trusses, and all other accessible areas shall be thoroughly cleaned. All step and chain rollers shall be examined, lubricated if applicable, and replaced if unacceptably worn. When applicable, novatex boards shall be properly adjusted to relieve pressure from the chain rollers.

- F. All chains shall be checked for excessive wear, lubricated, and properly adjusted. Gear lubricants shall be filled to proper levels. Check and adjust hand rail tension if needed. Clean and adjust brake. Replace motor starter contracts when necessary. The brake shall be tested with full load and if necessary adjusted for proper stopping distance per National code. Check and adjust all safety switches to function as intended. A conditions and test evaluations report shall be provided to the Facility Manager or designated representative detailing the condition, tests results, and corrections made to the equipment. For scheduling purposes, prior approval by County representative must be obtained. Contract is based on doing escalator annual on regular time; should overtime be required by the County, the premium on the overtime involved will be paid the Contractor in addition to the monthly rate.
- G. Supply, repair, clean and replace all parts as required by wear and tear. Only parts correctly designed and suitable in all respects shall be used. Contractor shall provide locally available supply of spare parts adequate for said repair and/or services within a reasonable time. If in the opinion of the Facility Manager or designated representative an unreasonable amount of time is consumed in restoring normal service because of parts procurement, payment for the month in which service is requested may be cancelled. Any parts or equipment locally available will be purchased locally, if necessary to expedite the job.
- H. Refinishing or replacing of escalator balustrading, panels and enclosures are excluded from the provisions of the contract as are all power lines to the main escalator disconnect.
- I. Exterior of machinery, motors, controls, and all other parts shall be cleaned, properly painted and presentable at all times. Step treads and risers will be kept free from oil at all times.
- J. Repairs or renewals necessitated by ordinary wear and tear due to operation of the equipment apply to this contract. Contractor will not be required to make renewals or repairs necessitated by reason of negligence or misuse of equipment by others than the Contractor or its representatives and employees.
- K. All broken or damaged comb plates shall be replaced as provided for in emergency call-back service at no additional cost to the County, unless vandalism or misuse can be proven. Any extra charge associated with Contractors claim of negligence or misuse must be verified with Facility Manager or designated representative prior to the repair of the equipment or payment may be withheld. Claims or misuse or vandalism must be verified and agreed to by the County before payment will be made. Occasional comb tooth breakage will be considered normal wear and tear.

Contractor shall not be required under this contract to install new attachments as may be recommended or directed by insurance companies or by governmental authorities.

- L. On each visit to a building, Contractor or its employees shall notify the building manager or other designated representative of the County of their presence and intent to commence work prior to commencing such work.
- M. At the option of the Facility Manager or designated representative, the following full load, full speed test may be required.
- N. In the presence of the Facility Manager or designated representative, a load will be placed on each escalator near the top after which the unit will be started in the down direction. The units will then be stopped and the sliding distance accurately measured. Each escalator shall stop within seven (7) inches to twenty-four (24) inches depending on the load.

- O. The start of and at least semiannually throughout the Contract, Contractor shall submit a comprehensive report showing actual measurements of operational performances of all escalators. All escalators are to be checked annually by an adjuster with a written report submitted to the Facility Manager. A final report must be submitted during final 30 days of Contract. Reports shall point out discrepancies or irregularities in operation and recommend solutions.
- P. Contractor shall also make adjustments in scheduling to suit building requirements when so requested by the Facility Manager or designated representative.
- Q. In addition to performance standards called for in Exhibit 1, escalators shall be kept in adjustment to operate smoothly and quietly, and steps shall not teeter.

Special Note Regarding the Badger Prairie Health Care Center Elevator:

In late 2010 BPHCC will move into a new building. At that time they will have 4 - single story elevators that will only travel one floor. The new elevators will be under warranty for one year. Quotes will be requested for the maintenance of the new elevators for the remainder of the term of the contract awarded as a result of this bid.

The elevators on BPHCC's current list, the main passenger elevator and the freight elevator, will no longer need to be maintained shortly thereafter, as the existing building containing the elevators will be demolished.

BIDDER COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this bid, we also 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

**QUESTIONNAIRE
SCHEDULE B**

NAME OF FIRM:	
----------------------	--

Number of years your company has been servicing elevators: _____

Nearest service location: _____

Number of trained elevator technicians available to service Dane County elevators: _____

Do your local technicians have experience servicing the make of elevators on which you are bidding?
 _____ yes _____ no

Do you have timely access to repair parts for the elevators on which you are bidding?
 _____ yes _____ no

What parts do you stock for the elevators on which you are bidding?

Can you meet the emergency response time listed on the bid?
 _____ yes _____ no

Hourly rate for repairs not covered by maintenance agreement:

	<u>Single</u>	<u>Team</u>
Regular Time:	\$	\$
Overtime:	\$	\$
Sundays & Holidays:	\$	\$

Percentage increase for subsequent contract years beginning in:
 _____% for 2012 _____% for 2013 _____% for 2014

FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11(28)

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

2. That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ 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 Certification is signed.

_____ 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 Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:

www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) 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.

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.

REFERENCE DATA SHEET

NAME OF FIRM:	
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Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for Three (3) or more installations with requirements similar to those included in this solicitation document. References may be checked at the County's discretion for bid evolution purposes.

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

Company Name _____

Address (include ZIP) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

LIVING WAGE CERTIFICATION

(Corporate or LLC Contractor)

NAME OF FIRM:	
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The undersigned, for and on behalf of the contractor named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced contractor ("the contractor") which has a service contract ("the contract"), as defined in s. 25.015(1)(d) of the Dane County Ordinances ("D. C. Ords."), with the county of Dane; that the contractor has been provided with a copy of s. 25.015, D. C. Ords.; and that its officers and managers have familiarized themselves with the requirements of s. 25.015, D. C. Ords.;
2. That the contractor has to date paid all workers employed in the performance of the contract, whether on a full-time or part-time basis, the living wage of not less than _____ per hour; that the contractor has, as to all requests to date, made available for county inspection the contractor's payroll records relating to employees providing services on or under the contract; that the contractor has provided a written notice comporting with s. 25.015(4), D. C. Ords., to each and every subcontractor providing services under the contract; that the contractor has kept posted at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of the contract, a poster setting forth the county's current living wage together with information of the means the reader may use to file a complaint of violation; that the contractor has supplied copies of the county's current living wage requirement to any person employed in the performance of the contract at the request of such person and within a reasonable period of time after the request; that as to county-compensated services, the contractor has kept full and accurate payroll records for every employee who is subject to s. 25.015, D. C. Ords., and that the same are available, on demand, to the county's contract compliance officer or designee; that the contractor has not retaliated against any employee, if any, who has filed a complaint under s. 25.015, D. C. Ords.; and that the contractor has not used the living wage requirement of s. 25.015, D. C. Ords., to reduce the wage paid to any person employed by the contractor or grant beneficiary as of December 31, 1998.

Date Signed: _____

Officer or Authorized Agent

Business Name

Location	State Registration Number	Manufacturer	Type- Landings	Capacity	Speed (FPM)	Service Type	Service Interval/ Callback	5- Year Inspection Cost	Monthly Cost	Annual Cost	Site Inspection (Signature of County Representative)
CCB-1	11078	WEST-PASS	TRACTION-7	2500	350	CM	W-8				
CCB-2	11079	WEST-PASS	TRACTION-7	2500	350	CM	W-8				
CCB-3	11076	WEST-PASS	TRACTION-9	2500	350	CM	W-8				
CCB-4	11077	WEST-PASS	TRACTION-9	2500	350	CM	W-8				
CCB-5	11067	WEST-FRT	TRACTION-9	4000	340	CM	W-8				
CCB-6	11080	WEST-PASS/JAIL	TRACTION-6	4000	350	CM	W-8				
CCB-7	18546	OTIS-PASS/JAIL	TRACTION-3	3500	350	CM	W-8				
CCB-8	18548	OTIS-PASS	TRACTION-8	3500	350	CM	W-8				
NOTE: Badger Prairie Health Care Center is considering moving from a lubrication only plan to a complete maintenance plan. Please quote both plans. The Badger Prairie Health Care Center will select the option which is most advantageous when making the bid award.											
BPHCC-1	11651	MONTG-PASS	TRACTION-4	4000	200	LUBE	M				
BPHCC-2	11704	SCHUM-FRT	HYDRAULIC-5	1500	50	LUBE	M				
BPHCC-1	11651	MONTG-PASS	TRACTION-4	4000	200	CM	M				
BPHCC-2	11704	SCHUM-FRT	HYDRAULIC-5	1500	50	CM	M				
CFS-1	23004	DOVER-FRT	HYDRAULIC-4	2500	75	LUBE	M				
PSB-1	22251	DOVER-PASS	TRACTION-6	3500	350	CM	W-8				
PSB-2	22252	DOVER-PASS	TRACTION-6	3500	350	CM	W-8				
PSB-3	22253	DOVER-JAIL/SVC	TRACTION-6	3500	350	CM	W-8				
PSB-4	22254	DOVER-SECURITY	TRACTION-6	5000	350	CM	W-8				

Location	State Registration Number	Manufacturer	Type- Landings	Capacity	Speed (FPM)	Service Type	Service Interval/ Callback	5- Year Inspection Cost	Monthly Cost	Annual Cost	Site Inspection (Signature of County Representative)
NPO-1	11305	HELLER-PASS	TRACTION-5	4000	200	LUBE	M				
NPO-2	23074	MINNESOTA-PASS	HYDRAULIC-5	2500	130	LUBE	M				
STO-1	24229	-PASS		2000	125	LUBE	S				
Lyman Anderson Cntr.	24583	SCHNIDLER-PASS	HYDRAULIC-2	2500	100	LUBE	M				
Huber	20893	DOVER-PASS	HYDRAULIC-2	2000	92	LUBE	M				
Zoo	510242	ALLETCH-PASS	HYDRAULIC-2	2500	100	LUBE	S				
Zoo	511153	NW-DOVER OILDRAULIC PASS – MARQUIS 25	HYDRAULIC-2	2500	100	LUBE	S				
Zoo	805272	BRAUN – FREIGHT	HYDRAULIC-2	2500	100	LUBE	S				
Zoo	447802	DOVER – PASS	HYDRAULIC-2	2000	100	LUBE	S				
Alliant Energy Center - Colliseum	23093	DOVER	HYDR-4	4500	100	LUBE	S				
Alliant Energy Center - Arena	23019	DOVER	HYDR-2	2500	100	LUBE	S				
Alliant Energy Center - Exhibition Hall	23063	DOVER	HYDR-2	4500	100	LUBE	S				

Location	State Registration Number	Manufacturer	Type- Landings	Capacity	Speed (FPM)	Service Type	Service Interval/ Callback	5- Year Inspection Cost	Monthly Cost	Annual Cost	Site Inspection (Signature of County Representative)
Airport	22203	OTIS-PASS	HYDRAULIC-4	3500	115	CM	M-8				
Airport	22204	OTIS-PASS	HYDRAULIC-4	3500	125	CM	M-8				
Airport	22223	OTIS-PASS	HYDRAULIC-2	3500	150	CM	M-8				
Airport	19504	OTIS PASS	HYDRAULIC-2	3500	100	CM	M-8				
Airport	20795	DOVER-PASS	HYDRAULIC-3	3500	125	CM	M-8				
Airport	27695	ALLTECH-FREIGHT	HYDRAULIC-2	6000	125	CM	M-8				
Airport	1058285	SCHUMACHER-PASS	HYDRAULIC-2	5000	121	CM	M-8				
Airport	1058283	KONE ESCALATOR	CHAIN-ELECTRIC	10700	100	CM	M-8				
Airport	1058284	KONE ESCALATOR	CHAIN-ELECTRIC	10700	100	CM	M-8				
Airport	27599	SCHUMACHER-PASS	HYDRAULIC	5000	121	CM	M-8				
Airport	M 00537	KONE ESCALATOR	CHAIN-ELECTRIC	10700	100	CM	M-8				
Airport	M 00538	KONE ESCALATOR	CHAIN-ELECTRIC	10700	100	CM	M-8				
Highway	11042	ROTARY-FRT	HYDRAULIC-3	3000	N/A	LUBE	S				
Lussier Heritage Center	26817	KONE	HYDRAULIC-2	2000	105	LUBE	Q				
Dane Co Courthouse -1	994666	KONE-PASSANGER	TRACTION-10	3500	450	CM	W-8				
Dane Co Courthouse -2	994667	KONE-PASSANGER	TRACTION-10	3500	450	CM	W-8				

Location	State Registration Number	Manufacturer	Type- Landings	Capacity	Speed (FPM)	Service Type	Service Interval/ Callback	5- Year Inspection Cost	Monthly Cost	Annual Cost	Site Inspection (Signature of County Representative)
Dane Co Courthouse -3	994668	KONE- PASSANGER	TRACTION-10	3500	450	CM	W-8				
Dane Co Courthouse -4	994669	KONE- PASSANGER	TRACTION-10	3500	450	CM	W-8				
Dane Co Courthouse -5	1003063	KONE-STAFF	TRACTION-10	3000	350	CM	W-8				
Dane Co Courthouse -6	1003064	KONE- SECURE	TRACTION-6	3000	350	CM	W-8				
Dane Co Courthouse -7	1003065	KONE- SECURE	TRACTION-7	3000	350	CM	W-8				
Dane Co Courthouse -8	972435	KONE- FREIGHT	HYDRAULIC-2	4000	100	CM	W-8				

Key to Pricing Page:

CM- Complete Maintenance

LUBE- Lubrication & Examination

W- Weekly Service

M- Monthly Service

Q- Quarterly Service

S- Semiannual Service

8- 8 hour callback at no additional cost

Instructions for Pricing Page:

- List additional cost of 5-year inspection in appropriate column.

Cost for annual step skirt and loaded gap testing for Kone Escalators at the Airport \$_____ each