

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 15013-0-2026-BP

Title: Elevator Maintenance

City Agency: City-Wide

Due Date: October 9, 2026
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison is seeking proposals from qualified vendors for Elevator Maintenance.

Thank you for considering this opportunity to work with the City and further our mission!

2 IMPORTANT INFORMATION

DEADLINE FOR PROPOSALS: October 9, 2026 at 2:00 PM Central Time.

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

RFP NAME: Elevator Maintenance	
MANDATORY SITE VISITS:	September 8, 2026, at 8:30 AM and September 9, 2026, at 8:30 AM
DEADLINE FOR QUESTIONS:	The deadline for questions is September 14, 2026 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
CITY'S ANSWERS POSTED BY:	The City's answers to your questions will be posted as an addendum by September 21, 2026. You must check the bid distribution websites for any addendums.
DUE DATE FOR PROPOSALS:	October 9, 2026 2:00 PM Central Time
BID DISTRIBUTION WEBSITES:	https://vendornet.wi.gov/Bids.aspx https://www.demandstar.com/
CONTACT INFORMATION:	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 Phone: (608) 267-4969 Email: bpittelli@cityofmadison.com

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Sample Contract

Appendix A

Form A: Price Proposal and Signature Affidavit

Form B: References

Form C: Vendor Profile

3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

3.1 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

These two websites are the only places to get the official RFP and updates to the RFP.

Updates and addendums will only be posted on these websites. It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	https://vendornet.wi.gov/Bids.aspx
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/
Register on DemandStar	www.demandstar.com/app/registration

3.2 Contact Information

City of Madison Purchasing Contact (Buyer)	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 267-4969 bpittelli@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 267-4969.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: www.cityofmadison.com/finance/purchasing/local-businesses/register-business/

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably, including among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

4.3 Equitable Hiring & Affirmative Action Plan

Affirmative Action Plan The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here:

<http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25

(https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

5.1 Scope of Work

Please review Appendix A, which lists the scope of services.

5.2 Required Information and Content of Proposals [55%]

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services; however, proposals need not exceed 10 (ten) pages. Please note that resumes will not count towards the 10-page limit. Responses must be in the same sequence and identified with the corresponding question number (Example: Question 1, Question 2, etc.). The percentage of the total score that each question is worth is listed as [x%] in each question.

1. Provide a brief overview of the general background and services provided by your firm, description of organization structure, and experience in serving governmental entities. [10%]
2. State organization's size: local, regional, national and international, in relation to providing services requested in this RFP. State the location of the office from which this engagement will be serviced and the range of activities performed at that office. [10%]

Include the following information:

- A) Dunn & Bradstreet No.
 - B) Business Established Year
 - C) Years Under Current Ownership
 - D) 2025 Total Local Revenue
 - E) 2025 Local Service Sales
 - F) Total Local Number of Employees
3. Field Personnel. Please list the following in your proposal: [10%]
 - A) Total Number Madison Service Routes
 - B) Total Madison Area Units under Contract
 - C) Primary Mechanic for this Account
 - D) Miles from Residence to State Capitol (use 2 E Main St, Madison, WI 53703 as address)
 - E) Number of years as Mechanic
 - F) Number of years in Elevator Trade
 - G) Secondary Mechanic for this Account
 - H) Number of years as Mechanic
 - I) Number of years in Elevator Trade
 4. Describe method of allocating manpower for night or weekend callbacks and number of total pool of available service mechanics. [10%]
 5. Technical Competence and Support: [15%]
 - A) What is your Maintenance Parts Inventory in total dollars?
 - B) Describe your 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 LCE, GAL Manufacturing GALaxy, Dover relay hydro, MCE Motion 4000, Kone Miprom, Kone KCM, Schindler Miconic HX, Schumacher SS5-PLC, Savaria Concord:
- Primary mechanic's hands-on experience with control equipment

- Formal technical training and manuals for these products.
- Availability of handheld diagnostic tools for interfacing with elevator controls.
- Your ability to successfully complete ALL applicable Category 1 and Category 5 tests.
- Location of nearest Electrical Engineer or Technical Field Operations support.
- Expected typical turnaround time for printed circuit board repairs and for the repair AC or DC drives.

C) Provide instructions and 24-hour telephone numbers for requesting callback service. Indicate location of call center (local or national answering service).

5.3 Pricing and Listing of Units [40%]

Please reference and complete Form A2: Cost Proposal Excel Workbook which has pricing for each location and unit, as well as hourly rates and pre-paying discounts. Please return this as an Excel workbook, do not send it as a pdf.

5.4 Local Vendor Preference [5%]

Madison has a local preference purchasing policy that grants a 5% scoring preference for firms based in Dane County. Please complete the checkbox on Form C: Vendor Profile. Note that the main/prime contractor must be a local company. Secondary/subcontractors are not eligible to receive credit as local vendors.

Proposers seeking to obtain local preference must register online prior to the proposal due date at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

5.5 Basis for Selection

Proposals shall be evaluated using the following criteria:

Refer to	Criteria	Point Value
5.2.1	Overview	10
5.2.2	Business Information	10
5.2.3	Personnel	10
5.2.4	Manpower Allocation	10
5.2.5	Technical Competencies	15
5.3	Pricing	40
5.4	Local Preference	5
	Total Points	100

6 HOW TO SUBMIT YOUR PROPOSAL

6.1 Proposal Checklist

Required Documents to Submit:		
Answers to Questions in Section 5.2		
Required Forms to Submit:		
Form A: Price Proposal and Signature Affidavit		
Form A2: Pricing Excel Workbook		
Form B: References		
Form C: Vendor Profile		
RFP ADDENDUM Check the bid websites for any addendum. See Section 3.1 . - You can use the area below to track addendums. - An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

6.2 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by October 9, 2026 at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 15013-0-2026-BP in the email subject line.**
- **Email proposals to:** bids@cityofmadison.com
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 267-4969

You must include RFP 15013-0-2026-BP on your proposal and all other communication to the City. **For email, include RFP 15013-0-2026-BP in the subject line.**

For example, an email subject line could read: RFP 15013-0-2026-BP Elevator Maintenance Questions

6.3 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

6.4 Questions

You can ask questions about the RFP until the **deadline for questions of September 14, 2026 at 2:00 PM Central Time**.

Email questions to Brian Pittelli at bpittelli@cityofmadison.com. Remember to include RFP 15013-0-2026-BP in the subject line.

Any questions that are asked in person, over the phone, or on-site visits, and subsequently answered by City staff are considered "off the record" and "unofficial". The only official answers must be submitted through email and answered on the addendum(s).

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

6.5 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

IMPORTANT: It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

6.6 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

6.7 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of October 9, 2026 at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

6.8 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

6.9 No Exceptions from Bidders

Exceptions to this RFP are not permitted. The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

6.10 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

6.11 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

Things that are not considered confidential: your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

Preserving competition: To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

7 RULES FOR THE SELECTION PROCESS

This RFP does not commit the City to award a contract. The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

The City might make a partial award. By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

The City reserves the right to make changes to this RFP. Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

The City reserves the right to reject any proposal. We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

The City may negotiate with finalists or the selected vendor. One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

Federal or State Laws may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

Responsible and Responsive Bidders You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

Contractors with past problems with the City The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract* will be used for the work resulting from this RFP.

By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.

**While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

Affirmative Action Plan: Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Exemptions: Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

Release of Payment: The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

Referrals and Interviews for Sustainable Employment (RaISE) Program: The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

See the Sample Contract, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, and could include automobile and professional liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.

For City Use Only:

Contract Expiration Date: _____

Does the contract include renewals? ☐ Yes ☐ No

No. of renewals: _____

Contract/Project Name: _____

Are the renewals Automatic or Optional? ☐ Automatic ☐ Optional

Duration of each renewal: _____

City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, a Wisconsin municipal corporation ("City") and _____ ("Contractor").

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Attachment A: (name) (List all attachments here by name, and label and attach them, in order.)

Attachment B: (name)

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be: *(Select only one check box below and leave the others blank.)*

- ☐ from _____ to _____.
- ☐ _____ year(s) from the date of final signature by the City.
- ☐ _____ months from the date of final signature by the City.
- ☐ _____ year(s) from (insert a hard start date).
- ☐ _____ months from (insert a hard start date).
- ☐ As set forth in (reference exhibit or attachment above and the section number of that document where the contract term is described).

Add this language only if renewal terms have been agreed and authorized:

This contract may be renewed in writing, signed by authorized representatives of each party, for up to (number of total renewal terms) of renewal terms of (length of each renewal such as one (1) year) year(s) each.

5. **CONTRACT PRICE.**

It is expressly understood and agreed that in no event will the total Contract price paid by the City exceed:

- ☐ a total of \$ _____.
- ☐ The pricing set forth in (refer to an exhibit/attachment listed above).
- ☐ Other: (specify details here).

6. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay Contractor for completed and accepted services rendered and any goods or products under this Contract at the Contract Price set forth in Section 5. Such payment shall be full payment for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services. Payment in excess of the total Contract price will not be allowed unless authorized by a formal amendment signed by authorized representatives of both parties.
- (2) **Payment Schedule:** The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. Final payment of any balance due the Contractor will be made upon acceptance by the City of the services and any deliverables required by the Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor.
- (3) **Invoicing:** The Contractor shall submit invoices in a format approved by the City and as may be further specified in Section 3 of this Contract. Invoices shall include date(s) services are performed. If this Contract contains more than one product or service, invoices shall be itemized accordingly. The final invoice, if applicable, shall be submitted to the City in accordance with any agreed invoicing schedule but in no case later than thirty (30) days after completion of services and delivery of any goods.

- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
 - (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or under any other Contract or otherwise.
 - (6) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **EXTRA SERVICES OR DECREASED SERVICES.**
- (1) The City may request, in writing, extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits, if any, specified in this Contract.
 - (2) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Contract. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
 - (3) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

7. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval or unless expressly stated otherwise in an attachment incorporated in Section 3. Unless the City has expressly approved subcontracting, all of the services required hereunder will be performed by Contractor and employees of Contractor.

8. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

9. **PROSECUTION AND PROGRESS.**

- A. Services under this Contract shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Contract within the time for completion as specified in the attachment(s) listed in Section 3. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 6. Extra services or decreased services means services which are not different in kind or nature from the services called for in Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price set forth in Section 5, unless the Contract is formally amended.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Contract with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or fewer	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, hand delivered to the addresses of the parties listed below, or via email if the party has provided an email address for the purpose below. Email notices are presumed delivered on the date the email is sent by the sender.

FOR THE CITY:

(Department or Division Head)

Email address if electing to
receive notice via email: _____

FOR THE CONTRACTOR:

Email address if electing to
receive notice via email: _____

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Contract.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Contract.

23. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 ("Agreement" or "Contract ") is the entire Contract of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

24. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

25. **TERMINATION.**

- A. In the event of a breach by the Contractor any of the covenants, agreements, commitments, or conditions of the Contract, if any such breach shall continue unremedied for a period of ten (10) days after written notice to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly specific enforcement terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Contract at any time by providing the Contractor not less than ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City through the effective date of the termination.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Contract, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory, and list the City of Madison, the Community Development Authority of the City of Madison and their officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary and non-contributory basis and listing the City of Madison, the Community Development Authority of the City of Madison and their officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Umbrella Liability

The Contractor shall procure and maintain during the life of this Contract Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes software or technology services that require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/employeeenet/documents/contracts/posNetworkConnection.docx is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract with all of its attachments for City signatures using Accela. Provide authorizing resolution and Certificate of Insurance as instructed in Accela.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding by 4.26(4)(a) (contracts up to \$75,000 in total or up to \$75,000 per year for software and technology services are exempt).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding when required by 4.26(4)(a). (If over \$75,000 and exempt from bidding under 4.26(4)(a), regardless of duration, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

Appendix A

1 RFP REQUIREMENTS

1.1 Mandatory Site-Visits

- A. There will be mandatory site visits with the dates/times/and locations listed below. Questions are allowed to be asked during the site visits. However, the answers given are unofficial. For official answers, they should be submitted in writing via email to bpittelli@cityofmadison.com.
- B. The anticipated schedule will be as follows:

Pre-Bid Meeting

Date: September 8-9, 2026

Time: 8:30 a.m.

Meeting Location: Madison Municipal Building
215 Martin Luther King Jr. Blvd.,
Madison, WI 53703

Site Inspection Schedule: Times listed below estimates only and subject to change.

Locations – September 8th	Arrival
Madison Municipal Bldg – 215 MLK Jr Blvd	8:30am
State St Parking Garage – 214 N Carroll St	
Overture Parking Garage – 318 W Mifflin St	
Madison Senior Center – 330 W Mifflin St	
Monona Terrace – 1 John Nolen Dr	
Water Utility – 110 S Paterson St	
S Livingston Parking Garage – 111 S Livingston St	
Metro Transit – 1 S Ingersoll St	
Olbrich Gardens – 3330 Atwood Ave	
Salvation Army – 4502 Milwaukee St	
Bartillon Shelter – 1902 Bartillon Dr	
Truax Park Apartments – 3534 Straubel St	
Locations – September 9th	Arrival
Brittingham Apartments – 725 W Washington Ave	8:30am
Parkside Apartments – 245 S Park St	
Romnes Apartments – 540 W Olin Ave	
Goodman Park – 1402 Wingra Creek Pkwy	
Olin Waste Transfer – 121 E Olin Ave	
Water Utility – 119 E Olin Ave	
Olin Park Bldg – 330 E Lakeside St	
Villager Mall – 2300 S Park St	
Engineering Building – 1602 Emil St	
MPD Midtown – 4020 Mineral Point Rd	

1.2 Site Visits and Equipment Inspections

- A. Prior to submitting a bid, bidders must visit each building/facility, verify current operating condition of the elevators, compare the specifications with the work to be completed and inform themselves as to all conditions. Failure to do so will in no manner relieve the successful bidder from the necessary furnishing of materials or performing any of the work that may be required to carry out and/or complete the contract in accordance with true intent and meaning of the attached specifications.
- B. Each bidder shall attest by signature on the bid sheet provided that they have had the opportunity to survey and examine the condition of all covered elevator equipment, and fully understands there will be no recourse for negligence or oversight for not doing so.

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- C. Bidders must sign-in with the authorized agency contact before beginning their visit and sign-out when leaving the location. Bidders visiting a location must adhere to agency rules.
- D. Bidders shall familiarize themselves as to the location, condition and quantity of all existing equipment.
- E. No modification or adjustments to the bid shall be allowed because of any error, neglect, or failure on the part of the successful Bidder to verify site conditions at the time of bidding, or should the information shown herein be in error.
- F. By submitting a bid Elevator Service Provider acknowledges that it has inspected and is familiar with the scheduled equipment, and that it agrees to accept the equipment in its existing condition. Elevator Service Provider also assumes sole responsibility for repairs and maintenance of all elevator equipment covered under Elevator Maintenance and Repair Service, including correcting violations or deficiencies that may have existed at the commencement of this agreement. Pro-ratio or sharing of any pre-maintenance, repair, or other expenses will not be considered by the City of Madison.
- G. By submitting a bid Elevator Service Provider stipulates they will meet the Minimum Frequency (Service Interval), and Minimum Maintenance Hours shown on Form A2 Cost Proposal.
- H. Requests for additional, subsequent site visits to examine the elevator equipment shall be made by contacting the Site Contact for each location listed under Section 2.2.

1.3 Schedule of Elevator Equipment

A listing of all equipment covered under this specification is shown in Section 6.0 Schedule of Elevator Equipment and Form A2 Cost Proposal, and includes the Agency, Building, Address, Regulated Object ID No., State Reg. No., Manufacturer, approximate Year Installed, Drive Type, Number of Landings, Capacity, and Rated Speed. Form A2 includes some of these headings, the Minimum Frequency (Service Interval), and Minimum Maintenance Hours.

1.4 Proposer Qualifications

- A. Elevator Service Provider 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 geared mid-rise electric elevators, hydraulic elevators, and roped hydraulic LULA elevators, and shall presently service comparable equipment.
- B. Elevator Service Provider shall have a sufficient quantity of competent elevator mechanics on call in order to respond to simultaneous requests for service.
- C. Each Elevator Service Provider shall complete the Required information and Content of Proposals as listed in the main RFP Document. The City of Madison may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer, fails to satisfy the City. Such proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- D. Elevator service provider shall bid on all equipment shown on Form A2 Cost Proposal Excel Workbook.

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2 CONTRACT TERMS AND CONDITIONS

2.1 Contract Period

The initial awarded contract(s) will be valid for three years and will have up to two options for one-year renewals by mutual agreement of both parties. There will be no automatic renewals. Contract(s) will be reviewed by the City before a decision is made. Subsequent contracts, if renewed, will be enforced under the same terms and conditions of the original bid.

- A. The contract for all elevators will commence approximately January 1, 2027, or upon execution of contract.
- B. Vendor's performance will be taken into consideration in the decision to continue into each of the optional periods or to terminate and rebid this contract.
- C. Upon expiration of the initial term or subsequent one-year renewal(s), this contract will remain in full force and effect on a month-to-month basis, and the City of Madison or Elevator Service Provider shall give written notification of at least thirty (30) days prior to termination.

2.2 Contracting Agencies

The contract resulting from this RFP will be administered by each of the City agencies included in this solicitation:

Location	Contact Person	Telephone	Email
Transit	Josh Marty	608-266-9076	jmarty@cityofmadison.com
Parks Division	Joel Ringgenberg	608-267-4937	jringgenberg@cityofmadison.com
Senior Center	Gary Flesher	608-267-8651	gflesher@cityofmadison.com
Municipal Bldg	Stephen King	608-266-5927	srking@cityofmadison.com
Engineering	Stephen King	608-266-5927	srking@cityofmadison.com
Parking Utility	Glenn Hall	608-261-9637	ghall@cityofmadison.com
CDA - Triangle	Stephenie McCarty	608-266-4382	smccarty@cityofmadison.com
Romnes Apts	Michelle Schwartz	608-267-9524	mschwartz@cityofmadison.com
Olin Transfer	Troy Clifcorn	608-266-4911	tclifcorn@cityofmadison.com
Truax Park	Nicole Salazar	608-266-4383	nsalazar@cityofmadison.com
Water Utility	Doug Van Horn	608-266-4702	dvanhorn@madisonwater.org
Midtown Police	Stephen King	608-266-5927	srking@cityofmadison.com
Monona Terrace	Jeff Bloch	608-261-4154	jbloch@mononaterrace.com
Olbrich Gardens	Clayton Janikowski	608-658-6077	cjanikowski@cityofmadison.com
Villager Mall	Jamah Johnson	608-385-5748	jjohnson@f3maintenance.com
Salvation Army	Stephen King	608-266-5927	srking@cityofmadison.com
Bartillon Shelter	Stephen King	608-266-5927	srking@cityofmadison.com

2.3 Amendments to Contracts

Any changes to the terms of the awarded contract may be made only through a written amendment signed by the authorized representatives of both parties.

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2.4 Increase or Decrease of Services

The City of Madison may also amend this contract to include additional services not otherwise provided for in this request for proposal, and offered by Elevator Service Provider, on an as-needed basis throughout the term of the contract. If added, contractor shall offer labor and material markup rates similar to those offered in this RFP. Equipment additions and deletions and the subsequent price adjustments to the contract shall be made by means of the Appendix C, Maintenance Contract Addendum.

2.5 Other Services or Equipment

- A. The City of Madison explicitly reserves the right to solicit bids and hire other Elevator Service Providers to perform other work that is not covered by this specification on the elevator equipment such as, but not limited to, modernization, upgrades, or non-covered repairs or replacement part.

2.6 Suspension, Cancellation or Removal of Elevators from Contract

- A. In the event a building, or area therein, is vacant, unoccupied, sold, underutilized for a period of time, or elevators removed from service for modernization, or for any other reason, the City of Madison or Agency may suspend or cancel maintenance service on all or a portion of the elevator equipment. In such cases, the annual Standard Service rate shall be reduced proportionately to reflect the period of suspended or discontinued service. The City reserves the right to rebid maintenance for that elevator upon completion of the warranty period.
- B. Additional cancellation and termination terms are provided for in the following par. 2.7 of this Section.

2.7 Termination

- A. The City may terminate or suspend the contract with written notice at any time for the following reasons:
 - 1. For convenience by giving the Contractor 30 days written notice of termination - Upon termination, the City liability will be limited to the cost of the services received prior to the date of termination.
 - 2. Non-appropriation or non-allocation of funds.
 - 3. Material failure of the Contractor to comply with all the terms of the contract, including but not limited to failure to fulfill the Minimum Frequency (Service Interval) and Minimum Maintenance Hours per inspection.
 - 4. If service or product quality is deemed by the City of Agency to be unacceptable. In the event of a problem, the vendor shall be initially notified and given a reasonable opportunity to correct the problem. If the problem is not satisfactorily resolved, or if the problem reoccurs, the City may cancel the contract with 30 days' notice.
 - 5. If the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.
 - 6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
 - 7. Opportunity to Cure: The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
- B. Furthermore, the City may terminate this contract for nonperformance at any time with written notice at any time if the City of Madison determines the level of service is inadequate, if recurring problems exist, for failure to perform Section 5.0 Maintenance Tasks, or if the Elevator Service Provider

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materially fails to perform any of the obligations under this specification or Elevator Code. Some examples include the following, but nonperformance is not limited to those items listed below:

1. Periodic Tests required by Elevator Code and Section 3.16 being past the due date required by SPS 318.
 2. Failure to promptly correct elevator inspection violations resulting from the Periodic (annual) elevator inspections, by the Compliance Date indicated unless an extension is obtained in writing from the Madison Fire Department.
 3. Written notice may be given to Elevator Service Provider to correct all deficiencies to the satisfaction of the City of Madison and to restore performance to the required level within a ten (10) calendar day period.
 4. If the performance requirements in this specification are not met, the City of Madison may withhold payments due to Elevator Service Provider until Elevator Service Provider cures all defaults and reimburses the City of Madison for any damage suffered as a result of Elevator Service Provider's default.
- C. Should the City of Madison terminate this contract, it shall serve written notice of cancellation, with the effective date of cancellation at the discretion of the City of Madison. Elevator Service Provider shall not be entitled to compensation for any period after such early effective date of cancellation.
- D. If the performance requirements in this specification are not met, the City of Madison may withhold payments due to Elevator Service Provider until Elevator Service Provider cures all defaults and reimburses the City of Madison for any damage suffered as a result of Elevator Service Provider's default.
- E. Furthermore, the City of Madison reserves the right to hire other Elevator Service Providers to perform such work and deduct the cost from any monetary balance due Elevator Service Provider. The City shall be the sole judge of compliance.
- F. If this contract is terminated, as provided above, all keys, security cards, and other Owner's materials or documents in the possession of Elevator Service Provider shall be promptly returned. All maintenance records, manuals and wiring diagrams are considered to be the property of the City of Madison and should remain in the machine rooms.

2.8 Use of Outside Consultants

- A. The City of Madison reserves the right to solicit bids and hire other Elevator Service Providers to perform other work on the elevator equipment that is not covered under this specification, such as, but not limited to, modernization, upgrades, repairs, or non-covered labor or replacement parts.
- B. The City of Madison reserves the right to hire other Elevator Service Providers for the installation or subsequent maintenance of new, modernized, or acquired equipment.
- C. The City may periodically engage a consultant or others at their own expense to review invoices received from Contractor to monitor pricing.

2.9 Omissions

Any items omitted from the specifications which are reasonably necessary for Elevator Maintenance and Repair Service shall be considered to be a part of the specification, although not directly referenced.

2.10 Supplier Contracts

No Contractor supplied contracts as a result of this bid shall be offered to any City agency. Failure to comply with this requirement may result in termination and cancellation of the contract.

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2.11 Use of Subcontractor

All services shall be performed by Elevator Service Provider. Subcontracting shall not be permitted for Elevator Maintenance and Repair Service, except for certain off-site equipment repairs such as electrical motor shop work, or specialized work such as hydraulic drillers. The use of subcontractors for the work described must be approved, in advance, by the City of Madison per work request. There will be no markup allowed for subcontracted work.

2.12 Insurance

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated:

- A. Commercial General Liability - Covering as insured the Contractor and naming the City, the Community Development Authority of the City of Madison, and their officers, officials, agents and employees as additional insureds, with limits of no less than \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount and apply on a primary and non-contributory basis. The subcontractor shall maintain a similar policy covering as insured each subcontractor.
- B. Automobile Liability - Covering as insured by the Contractor, with limits of no less than \$1,000,000 per accident. Subcontractors shall maintain a similar policy covering as insured each subcontractor.
- C. Worker's Compensation - Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.
- D. Umbrella Liability - Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability, and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.

As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the City Risk Management Office, 406 City-County Bldg., 210 Martin Luther King, Jr. Blvd., Madison, WI 53703, prior to the beginning of work under this contract.

2.13 Pricing and Invoicing

- A. Contracted prices will remain firm for the first year of the agreement. All other subsequent years bid prices shall also remain firm for 12 months.
- B. No surcharges of any kind shall be accepted by the City during any given term. Examples are fuel surcharges, truck charge, etc. No other price increases will be considered other than the specified price adjustments in this solicitation.
- C. All prices, costs and conditions outlined in the bid shall remain fixed and valid for acceptance for a minimum of sixty (60) calendar days from the due date of the bid.

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2.14 Maintenance Price

- A. Binding Prices. Contractor pricing shall be binding, for Elevator Maintenance and Repair Service on equipment listed in Section 6.0 Schedule of Elevator Equipment, including 24 hour callback service where so noted on the RFP Form A2 Cost Proposal, with the commencement and costs being effective upon execution of contract.
- B. Inclusions. The monthly cost provided on the Bid Form shall include all labor, travel time or expense, replacement parts, delivery charges, mileage, cartage, parking, supplies, supervision, and any other expenses incurred for the first year. Contractor pricing for equipment with less than a monthly maintenance frequency shall be adjusted to convert pricing to a monthly basis. Bidder's monthly pricing for each unit shall be entered directly on Form A2 Cost Proposal.
- C. Other Service Rates. The hourly callback and repair rates that Elevator Service Provider provides on the Bid Form, shall also apply to periodic maintenance, callbacks, testing, or any work requested on elevator equipment not presently included in Section 6.0 Schedule of Elevator Equipment. The hourly callback and repair rates provided on RFP Form A2 Cost Proposal shall also apply to other services not included under this specification.
- D. Suspended or Cancelled Services. The total billing shall be reduced proportionally to compensate the City of Madison for the period of suspended service. Equipment additions and deletions and the subsequent price adjustments to the contract shall be made by means of the Appendix C, Maintenance Contract Addendum. See Sections. 3.6 and 3.7 for conditions of suspension, cancellation, or termination of services.

2.15 Discount for Advance Payment

The City of Madison may choose to make advance payments in exchange for a corresponding discount. Elevator Service Provider offers to apply the following Advanced Payment Discounts to the gross billing amount, as entered on RFP Form A2 Cost Proposal:

<u>Billing Frequency</u>	<u>Advanced Prepayment Discount</u>
Quarterly	
Semiannual	
Annual	

2.16 Price Adjustments

- A. The monthly maintenance price shall be adjusted annually on the effective anniversary date of this contract beginning on January 1, 2028, based on: (i) eighty (80%) of such adjustment shall be based on the percentage increase or decrease in the straight time hourly labor cost, including benefits, which include but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance, and (ii) twenty percent (20%) of such adjustment shall be based on the percentage increase or decrease in the last adjusted (not preliminary) Producer Commodity Prices for Metals and Metal Products (WPU10), published by the U.S. Department of Labor, Bureau of Statistics. The straight hourly labor cost (i) applicable to this contract is \$95.01. The last adjusted reference index value (ii) is 356.1 as of January 2026.
- B. Elevator Service Provider will provide documentation of the annual price adjustment one month prior to the effective date of new billing rates. However, the maximum total increase in any year shall be limited to 4%.
- C. The annual percentage increase or decrease in the monthly maintenance pricing shall also be applied to the hourly callback and repair rates provided by the Elevator Service Provider on RFP Form A2 Cost Proposal.

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2.17 Invoicing

A. General Invoicing Requirements

B. Invoices shall be submitted monthly or annually as directed by the City. Contractor must specify discounts for early payment or prepayment of annual term.

C. Only properly submitted and itemized invoices will be officially processed for payment.

All invoices must be itemized including the following. Any invoice failing to comply with these provisions may be returned for correction and reissue.

- Contractor name
- Remit to address
- Purchase order or limited purchase order number
- Service location (building name)
- 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 or Regulated Object ID number of the elevator serviced

D. One monthly invoice shall be issued to each Agency for all regular services under this contract, payable monthly in advance, and due on the first day of the month.

E. Invoice shall be addressed as specified by the City of Madison and the format shall be subject to change when requested by the City of Madison, at any time.

F. In addition, all invoices for Other Service must show the complete service description and date and time service personnel arrived and departed work site.

G. All special invoices for non-covered costs, including any applicable callbacks, overtime, replacement parts, repairs, etc. must identify the Agency, Building, or State Registration Number of the elevator equipment on which the work was performed. Elevator Service Provider may include their own billing or contract numbers in addition to these requirements.

H. Furthermore, all special invoices shall detail a complete breakdown of labor hours, labor rates, and individual parts prices, except those for firm price quoted repairs. The City of Madison will not be responsible for paying any general charges, including but not limited to 'sundries', 'misc. disposable parts charge, equipment rental, truck charge, etc.

I. Any invoice failing to comply with these provisions may be returned for correction and reissuance. Invoices that are returned to the Elevator Contractor for not being properly submitted must be revised and resubmitted within 30 days. Invoices that are billable per the terms of this Agreement and not corrected and resubmitted per the requirements of this Agreement within 90 days shall be subject to a 50% reduction in price. Invoices that are not billable per the terms of this Agreement shall be rejected.

J. Overtime (other than 24 hour callback service where required on Form A2 Cost Proposal) must be expressly authorized by the designated Agency representative. It is stipulated that unauthorized overtime will not be invoiced or considered to be a valid charge. Overtime invoices shall include the following:

- 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)

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2.18 Review of Invoices

The City of Madison may periodically engage a Consultant or others at their own expense to review invoices received from Elevator Service Provider to monitor pricing. Should the City of Madison discover discrepancies with labor or replacement parts pricing, adjustments shall be made to credit the City of Madison or Agencies for any overcharges, regardless of whether the invoices have already been paid.

2.19 Payment

- A. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- B. In the event of a strike or lockout, the City of Madison may suspend or reduce payment to compensate for a reduction in maintenance services received, such as, but not limited to, less maintenance time than required by this specification, or if temporary services are provided by personnel substituted for the regular workforce.

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3 CONTRACT PERFORMANCE REQUIREMENTS

3.1 Communication and Availability

- A. Response Time Contractor must be on site within the specified time in the next par. 3.2 for each call to the Contractor's dispatch number for callbacks, emergency service or 'other service' calls.
- B. Availability Contractor must have covered telephone service 24 hours per day, 7 days per week, 365 days a year, to receive service calls from Authorized City Representatives and dispatch those calls for prompt response.
- C. Primary Contact Contractor must designate a person(s) to be the primary contact for administrative as well as service issues that may include Affirmative Action, Contract problems, contract renewal/termination, invoice information, ordering/expediting, etc.
- D. Additional Contacts In addition to the primary contact, the Contractor must provide names and corresponding phone numbers, pager numbers and/or email addresses of supervisors for alternate communication procedures. The Contractor's supervisors shall be reachable via an alpha numeric paging system, cell or equivalent. Communication system must have a minimum of three pagers or cell phones.

3.2 Callback Response Time

The maximum response period from time of a City of Madison Agency telephone or internet request for service to arrival of the Elevator Service Provider's mechanic at the building shall not exceed:

<u>Emergency callback service</u> Such as, but not limited to, passengers trapped in an elevator or more than one elevator out of service:	• Thirty (30) minutes during regular working hours; • One (1) hour outside of regular working hours
<u>Regular callback service</u> Callback without trapped passengers or without a special priority being requested by the Agency:	• One (1) hour during regular working hours • Three (3) hours outside of regular working hours or per subsequent arrangements.

3.3 8 or 24-Hour Callback Service

- A. Elevator Service Provider shall promptly respond to authorized callbacks (defined as request for service from authorized Agency representative due to elevator shutdown or malfunction) at any hour of any day, including holidays.
- B. 24-hour callback service shall be included as part of the monthly bid price, only where indicated by "YES" in the "24 Hr Callback" column on the RFP Form A2 Cost Proposal, except for Excluded Work per Section 4.6.

3.4 Regular Callback Service

- A. Regular callback service during regular business hours only excluding weekends and holidays shall be included as part of the monthly bid price for all other equipment, where indicated by "NO" in the "24 Hr Callback" column on the RFP Form A2 Cost Proposal, except for Excluded Work per Section 4.6. For authorized callbacks on this elevator equipment outside of normal business hours, Elevator

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Service Provider may invoice the City of Madison at the appropriate premium rate designated per bid as the applicable overtime rate less the regular time rate as provided on Form A2 Cost Proposal.

- 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.

3.5 Personnel

- A. Contractor shall have in its employ sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program, as approved by the City. Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Contractor shall be responsible for overseeing the work of all workers. The City may require the Contractor not to assign any worker the City deems incompetent, careless, insubordinate, or otherwise objectionable to work on City jobs.
- B. All elevator maintenance and repair service shall be performed by qualified members of the International Union of Elevator Constructors (IUEC) Local 132, or equivalently qualified elevator personnel. Elevator personnel shall be directly employed and supervised by Elevator Service Provider, who shall use reasonable care in the performance of Elevator Maintenance and Repair Service under this specification.
- C. Such personnel shall have previously been trained in the construction, maintenance, repair, inspection, or testing of the equipment on which they will be working. The Elevator Service Provider work force shall be equipped with the skills, tools and equipment, supplies, documentation, ongoing training to maintain and improve skills, technical assistance, and sufficiently equipped to properly troubleshoot and repair the elevator equipment as contemplated by this specification, all at no additional cost to the City of Madison.
- D. The use of a helper will be permitted if under the direct supervision of a qualified elevator mechanic or when approved by the City of Madison.
- E. No Temporary Mechanic (hereafter TM) shall be assigned maintenance work under this specification unless approved in advance by the City of Madison. However, a TM may be assigned repair work required by this specification.
- F. The City of Madison also reserves the right to approve any or all mechanics and/or helpers assigned work under this specification. Upon reasonable written request by the City of Madison, Elevator Service Provider shall immediately remove and provide qualified replacement personnel.
- G. Elevator Service Provider shall provide personnel that use reasonable care in the performance of Elevator Maintenance Services, who are to remain in general proximity to the City of Madison during regular working hours, and shall make reasonable efforts to ensure that personnel will work in harmony with City of Madison Agencies.
- H. All services shall be performed by Elevator Service Provider. Subcontracting shall not be permitted for Elevator Maintenance and Repair Service, except for certain off-site equipment repairs such as electrical motor shop work, or specialized work such as hydraulic drillers. No subcontracting shall proceed without the approval of the City of Madison.
- I. Employee Identification. While working on City property, all Contractor's employees shall wear proper identification showing they are employees of the Contractor. Cost for compliance shall be the Contractor's responsibility.

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- J. Supervision. All of Contractor's maintenance service helpers or apprentices performing work must be under the onsite supervision (physically located at the same site) of a fully qualified elevator mechanic.
- K. Diagnostic Equipment. Elevator Service Provider shall provide its maintenance personnel with the appropriate tools to enable them to proficiently troubleshoot, diagnose, make adjustments, and maintain the equipment covered by this specification. These tools shall remain the property of Elevator Service Provider and nothing in this specification shall be construed to obligate the Elevator Service Provider to give, disclose, or in any manner transfer such tools to the Customer or any third party.
- L. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships.

3.6 Tools, Materials and Parts

- A. Contractors shall provide, at Contractor's expense, tools of the trade, materials, supplies and equipment required to perform the work to City's specifications.
- B. Contractor must have access to replacement generators, drive motors, and drives, for replacement in 48 hours, at no additional cost to the City.
- C. To ensure a minimum shut-down time for repairs, Contractor shall maintain in company service vehicle or at the elevator location parts catalogs and a supply of spare parts sufficient to maintain the equipment in operating condition.
- D. Contractor shall provide as required at no additional cost, all cleaning materials and lubricants that meet the lubricant specifications as recommended by the manufacturer.
- E. Cleaning compounds or fluids, waste cloths, vacuum cleaners, brooms, etc. shall be provided by Elevator Service Provider for their use at no additional cost to the City of Madison.
- F. Warranty: Bidder must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this Contract.

3.7 Keys and Access to Facilities

Keys for machine room access may be issued by the City of Madison Agencies. If other keys are requested for temporary use, they shall be signed out and returned promptly before leaving the building. Contractor shall obtain keys from the respective Authorized City Departments as follows: For All Locations: NO BUILDING KEYS MAY BE COPIED. Contractor's employees shall not admit anyone (except other Contractor employees) to areas controlled by a key in their possession. If keys are lost, Contractor shall reimburse the City for the actual cost of replacement keys, including master keys, cores and labor.

3.8 Reporting, Coordination and Scheduling Procedures

- A. Elevator Service Provider's employees shall immediately check in with the designated Agency representative upon arrival on site. Prior to leaving the premises, the designated Agency representative shall be updated with corrective action and status of all reported problems.
- B. All overtime Elevator Maintenance and Repair Service time shall be documented at the time of each callback or repair. Callbacks and special repairs require a time ticket documenting labor hours onsite, travel time, and parts used, and shall be furnished at the time of each special repair or callback, in addition to an internet-based records management system, if provided.

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- C. Elevator Service Provider shall schedule and coordinate the temporary removal of equipment from service with the designated Agency representative in advance in order to minimize the disruption of normal repair operations. Appropriate signage shall be posted by Elevator Service Provider at each elevator entrance advising building occupants when an elevator is taken out of service.
- D. Elevator Service Provider's employees and subcontractors shall comply with all new or existing security procedures, background checks, reasonable sign-in and sign-out procedures, etc.
- E. The parking of Elevator Service Provider vehicles, or the vehicles of Elevator Service Provider's employees or subcontractors, shall comply with the rules or regulations for each facility. In some cases, Elevator Service Provider must make their own arrangements for parking, such as meter parking.

3.9 Annual Performance Review

- A. The Elevator Service Provider Maintenance Supervisor and/or Sales Representative shall meet with the City of Madison's designated representatives on an Annual basis or at other frequency upon City of Madison or Agency request.
- B. Elevator Service Provider shall present a maintenance summary for review and discussion at each meeting. Summary shall include an analysis of callbacks and a summary of hours worked per building since the last meeting. Discussion shall identify performance trends, promote feedback on performance or other issues, discuss scheduling for pending preventive maintenance tasks, and review any outstanding recommendations or proposals. The format and content of this summary shall be approved by the City of Madison.
- C. Recommendations made by Elevator Service Provider shall be followed with written proposals where appropriate and submitted on a timely basis.

3.10 Accident Reporting

- A. It is understood and stipulated that Elevator Service Provider will immediately notify the City of Madison Agency upon becoming aware that any equipment becomes unsafe to operate and will promptly remove such equipment from service.
- B. Elevator Service Provider will cooperate with the City of Madison in complying with the requirements of SPS 318.1013, Accident Reporting. When an injury occurs, the designated Agency representative shall be notified immediately, and the equipment removed from service. No parts are to be removed from the premises until the local Code authority grants permission.

3.11 Safety

- A. The Elevator Service Provider shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs, which shall be in conformance with good industry standards and practices, and take all reasonable precautions for the safety of property, employees, and the general public.
- B. All materials, equipment, and supplies provided must comply fully with safety requirements in the Wisconsin Administrative Code, OSHA, or other Local, State or Federal standards.
- C. Elevator Service Provider is solely responsible for providing all safety training to their employees in compliance with State, Federal, or local requirements including, but not limited to, Lockout/Tagout, Electrical Safety, Mechanical Stored Energy, Hazardous Communication, Bloodborne Pathogens, and Accessing Elevator Pits, Car Tops, and Confined Spaces.

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- D. Elevator Service Provider safety program shall meet or exceed the minimum safety standards of the Elevator Industry Field Employees' Safety Handbook, as available from Elevator World, Inc.
- E. The City of Madison reserves the right to request and review records documenting evidence of training received, and to require at no cost to the City of Madison that Elevator Service Provider's personnel successfully complete training programs conducted by the City of Madison, its affiliates or agents.
- F. Elevator Service Provider shall perform periodic audits of employees by supervisory personnel to ensure compliance with their safety training and policies.

3.12 Code Requirements

- A. All work shall comply with all Elevator Code requirements in effect, including the current ASME A17.1-2016 Safety Code for Elevators and Escalators, MGO 40, the WI Administrative Code Chapter SPS 318, and the successor Codes when adopted in this jurisdiction during the term of this contract. Maintenance 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 in effect on the date of installation or alteration.
- B. Elevator Service Provider and their workforce shall acquire any licenses currently or subsequently required for Elevator contractors or their employees during the term of this contract and shall keep them in effect and remain in good standing for the duration of this contract.
- C. Elevator Service Provider shall apply for any permits necessary for covered work, and pay any permit and inspection fees, except for the initial periodic (annual) inspections required by SPS 318 and MGO 40, which are the responsibility of the City of Madison.
- D. Re-inspection fees due to deficiencies that are the responsibility of Elevator Service Provider per terms of this specification shall be paid by Elevator Service Provider.
- E. As has been adopted by the State of Wisconsin, this specification designates Section 8.6 of the ASME A17.1-2016 as the minimum standard for Maintenance, Repair, and Replacement on all existing equipment for the City of Madison. Several sections are listed below for emphasis only.

3.13 Replacement Parts

- A. Parts or components shall be replaced when worn or defective as conditions warrant.
- B. When a defective part directly affecting the safety of the operation is identified, the elevator shall be taken out of service until the defective part has been adjusted, repaired, or replaced.
- C. Replacement parts shall be made with parts of at least equivalent material, strength, and design. (ASME A17.1-2016 Section 8.6.3.1).
- D. Elevator Service Provider shall provide an on-site inventory of common replacement parts specific for the equipment. The parts shall be sufficient for normal maintenance and repair of the equipment.
- E. Elevator Service Provider shall promptly procure covered replacement parts either the same day or deliver 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 Bid price.
- F. The City of Madison reserves the right to furnish any replacement parts not covered under this specification.

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3.14 Onsite Records

- A. GENERAL - Compliance with ASME A17.1-2016 Sections 8.6.1.2 and 8.6.1.4, is the sole responsibility of the Elevator Service Provider. Onsite maintenance records shall be kept, retained, and archived in the elevator machine rooms, and shall be accessible to the City of Madison and elevator inspectors or consultants at all times without charge. Onsite records should be kept up to date in the machine room and should be considered the property of the City of Madison. Expiration or termination of the maintenance agreement does not allow Elevator Service Provider to remove any onsite records.
- B. MAINTENANCE RECORDS - Elevator Service Provider is required to keep all maintenance records in the machine room for each elevator, documenting major preventive maintenance and lubrication completed. The records format shall be subject to approval by the City of Madison, and shall be accessible to the City of Madison, their elevator consultants, and elevator inspectors at all times.
- C. CONTENT - The onsite maintenance records shall record the name of the elevator mechanic, date serviced, parts replaced, callbacks, and deficiency repaired. Failure to maintain the maintenance records shall be construed as failure to perform the services required by this specification. Onsite maintenance records shall include the following activities and per Section 8.6.1.4 of the ASME A17.1-2016 code at a minimum:
1. Description of maintenance task performed mechanic name and dates
 2. Description and dates of examinations, tests, adjustments, repairs, and replacements
 3. Description and dates of callbacks or reports that are reported to elevator personnel by any means, including corrective action taken
 4. Quarterly firefighters' service operation testing and documentation of findings (as per SPS 318.1708(2)(k)).
 5. A record of elevator telephone, alarm, emergency lighting, and door restrictor operation checks shall be included on the maintenance checklist.
 6. Copies of all test reports.
 7. Copies of the periodic (annual) inspection reports and reinspection reports
- D. MAINTENANCE CONTROL PROGRAM - 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.
1. 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.
 2. 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).
 3. Elevator Service Provider's MCP shall clearly show the minimum requirements listed in Section 5 and the applicable ASME A17.1 code in effect. The MCP shall be provided, posted and filled out accordingly in each elevator machine room as part of the maintenance records.
 4. 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:
 - i. Equipment age, condition, and accumulated wear
 - ii. Design and inherent quality of the equipment
 - iii. Usage

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- iv. Environmental conditions
 - v. Improved technology
 - vi. The manufacturer's recommendations for any SIL rated devices or circuits
 - vii. The manufacturer's recommendations are based on any ASME A17.1/CSA B44.7 approved components or functions.
5. The specified intervals for examinations, tests, cleaning, lubrication, and adjustments of the conveyances shall be determined for all conveyances. Providing only a "Basic" level of inspections on Examination and Lubrication service is expressly prohibited.

3.15 Internet Maintenance Records

Elevator Service Provider is encouraged to make maintenance records available electronically, through their internet-based management system. All data entry and service fees are the responsibility of Elevator Service Provider. Any representative, consultant, agent, etc. designated by the City of Madison shall be provided with password access to review internet-based maintenance records at any time. Internet-based maintenance records, if provided, shall include all callback and regular preventative maintenance, and shall be in addition to the on-site maintenance records.

3.16 Periodic Tests

- A. Periodic tests of electric elevators, hydraulic elevators and other equipment shall be performed as required by the ASME A17.1 and local elevator codes in effect. All associated costs shall be the responsibility of Elevator Service Provider, 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	Hydraulic Elevators
8.6.4.19 Category 1	8.6.5.14 Category 1
8.6.4.20 Category 5	8.6.5.16 Category 5

- B. Elevator Service Provider is responsible for providing suitable test weights, as required without cost to the City of Madison. Elevator Service Provider shall be held accountable for any damage incurred to the City of Madison property, including damage to finished surfaces, such as car enclosures and elevator or building flooring resulting from the performance of this Agreement, and shall be repaired to the satisfaction of any City of Madison Agency.
- C. Elevator Service Provider shall provide all test instruments, computers, software, manuals, and other necessary tools or equipment for their own use as required to fully satisfy all testing code requirements, at no additional cost to the City of Madison.
- D. Periodic tests shall be completed proactively by the due date, typically 12 months (Category 1 tests) or 60 months (Category 5 tests) from the date of previous testing. Any tests already due at the time of commencement of this Contract shall be performed within 45 days. A metal tag shall be attached to the controller indicating the type of test completed, date, and company performing the test in compliance with Elevator Code requirements. A copy of all tests shall be maintained in each machine room or control room. Reports of tests shall be submitted to the Madison Fire Department, and to the designated Agency representative.
- E. When hydraulic fluid loss cannot be accounted for, subsequent testing shall be performed as prescribed by Elevator Code (ASME A17.1-2016 Sections 8.6.5.7, 8.6.5.14.1 and 8.6.5.14.2) shall be conducted without additional cost to the City of Madison.

3.17 Periodic Inspections

- A. The Elevator Service Provider shall promptly correct deficiencies cited by the Authority Having Jurisdiction (AHJ) in periodic inspections at Service Provider's own expense.

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- B. Fees for the initial periodic (annual) inspections required by the ASME A17.1 and SPS 318 elevator safety Codes will be paid for by the City of Madison.
- C. Reinspection fees due to deficiencies that are the responsibility of Elevator Service Provider per terms of this Agreement shall be paid by Elevator Service Provider.

3.18 Equipment Reports

Elevator Service Provider shall at any time during the term of this contract, upon the request of the City of Madison provide:

- A. A report of inspections, repairs, or replacements made by Elevator Service Provider, itemized as to parts installed or services performed.
- B. An account of reported incidents or accidents investigated by Elevator Service Provider.
- C. Written recommendations and pricing for elevator modernization or upgrades.

3.19 Record of Oil Usage

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. Elevator Service Provider shall be solely responsible for compliance with the provisions of ASME A17.1-2016 Section 8.6.5.7, and of SPS 318, which requires recording oil level on a quarterly basis at minimum.

Records shall be available to the City of Madison at all times. When hydraulic fluid loss cannot be accounted for, subsequent testing required by Elevator Code shall be conducted without additional cost to the City of Madison by Elevator Service Provider.

3.20 Hazardous Materials Storage

- A. Elevator Service Provider shall furnish a Material Safety Data Sheet and proper labeling for each hazardous chemical used in any the City of Madison facility in compliance with OSHA Hazard Communication Standards and good elevator industry practices.
- B. All cleaning fluids, lubricants, and combustible fluids shall be properly stored in the machine rooms, rather than on elevator car tops or in pits, and quantities kept to the minimum required for normal use.
- C. Used lubricants and oily rags or wipers shall be disposed of promptly by Elevator Service Provider and such materials shall not be allowed to accumulate and shall be emptied on a regular basis.

3.21 Waste Disposal

- A. Elevator Service Provider shall dispose of all waste products used for, or generated by, the elevator equipment offsite in full compliance with OSHA and EPA environmental laws, regulations, and guidelines, at Elevator Service Provider's expense.
- B. Waste items include, but are not limited to, cleaning compounds or fluids, waste cloths or wipers, lubricants, old or superseded parts, containers, oil absorbent or oil absorbent pads, waste oil, and other waste or debris.
- C. Elevator Service Provider shall legally dispose of all waste products offsite at Elevator Service Provider own expense, rather than in the Agency waste receptacles or dumpsters. A documented audit trail must be provided upon request for the disposal of hazardous waste and oil.

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3.22 Damage to Property:

Elevator Service Provider shall be responsible for any damage caused by their employees, agents, or subcontractors to City of Madison property and adjacent areas during performance of Elevator Maintenance and Repair Services under this specification.

3.23 Controllers, Wiring, and Wiring Diagrams:

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits shall be made available in the machine room (ASME A17.1-2016 Section 8.6.1.2.2(a)).
- B. The City of Madison will initially provide an initial set of elevator wiring diagrams, and Elevator Service Provider shall copy or replace as their condition warrants without charge.
- C. All new electrical changes or modifications shall be incorporated into the wiring diagrams, and following the modifications, Elevator Service Provider shall provide a second set of wiring diagrams containing all changes or modifications to the City of Madison without charge.
- D. The existing wiring diagrams and future replacements by Elevator Service Provider for each elevator are to be considered the property of the City of Madison and shall not be removed from the premises.

3.24 Emergency Systems:

Elevator Service Provider shall be responsible for maintaining, renewing, and documenting the maintenance of car emergency devices, including signaling devices, lighting, communication, and ventilation as per ASME A17.1-2016 Section 8.6.4.15.

Unless otherwise directed the Elevator Service Provider shall program all emergency phones to call their monitoring service within 60 days of the commencement of this Agreement at no additional cost to the City of Madison. Parking Garage elevators shall continue to call the Parking's contracted monitoring company.

Cellular modems installed by the Elevator Contractor or a previous Elevator Contractor for service to the elevator emergency phone or video/texting communication devices shall be covered for repair or replacement under this Agreement. The cost to maintain the cellular coverage, SIM card, or other similar device is the responsibility of the Owner. Kings III units installed at City Parking Ramp locations are exempt from this coverage.

3.25 Notice To Repair or Replace

Elevator Service Provider shall comply with the written recommendations of the City of Madison, as well as periodic inspection reports by an Elevator Inspector certified by the Wisconsin Department of Commerce. However, Elevator Service Provider is not required under this specification to install new attachments on the equipment where they did not previously exist without compensation.

3.26 Management Audits

Elevator Service Provider shall perform an audit of each elevator by supervisory personnel annually during the initial contract term and subsequent one-year renewal periods to ensure compliance with the requirements of this specification, and share the results with the City of Madison. At least 50% of the elevators shall be audited in the first 12 months, with the remaining 50% in each subsequent 12 months period.

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3.27 City Of Madison's Responsibilities

At all times, the City of Madison shall retain exclusive possession and control of the equipment as owner, lessee, possessor, or custodian. The City of Madison agrees to provide access to the equipment and a safe workplace for the Elevator Service Provider's employees, and to keep the machine rooms free from stored materials.

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4 PERFORMANCE SPECIFICATIONS

4.1 Full-Service Maintenance

This contract shall cover full and ongoing preventive maintenance and repair on all elevators listed in Section 5.0 in accordance with terms, conditions and specifications of this bid.

4.2 Performance Standards

- A. The City of Madison shall have the final determination of all performance standards, at its sole discretion, and shall have full access to inspect Elevator Service Provider's services at any time.
- B. The City of Madison, acting reasonably, may periodically monitor elevator performance by utilizing employees, inspectors, consultants, or insurance carriers, at the City of Madison's own expense to ensure that Elevator Service Provider is performing in accordance with the terms of this 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 Elevator Service Provider maintenance performance, including, but not limited to those published in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc.

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4.3 Performance Evaluation Criteria

Elevator Service Provider agrees to maintain the elevators to industry performance standards for Elevator Maintenance and Repair Service. However, the age of the equipment should be considered when applying these standards. All performance and door times are measured in seconds.

Agency	Location	ID #	Drive Type	Door Opening	Perf Time	Add/ft > 12 ft	Door Open	Door Close
Engineering	Engineering Services	1	Direct Hydraulic	3'6" x 7'0" SSSO	15.9	0.40	3.1	4.0
Housing	Brittingham Apartments	1-2	Geared Traction	3'4" x 7'0" 2SSO	12.0	0.30	3.0	3.8
Housing	Parkside Apartments	1-2	Gearless Tr	3'4" x 6'8" 2SSO	12.0	0.30	3.0	3.8
Housing	Romnes Apartments	1, 3	Direct Hydraulic	3'4" x 6'8" 2SSO	18.5	0.80	3.0	3.8
Housing	Romnes Apartments	2	Direct Hydraulic	2'8" x 7'0" 1SSO	15.5	0.60	2.5	3.1
Housing	Romnes Apartments Lifts	1-2	Direct Hydraulic	Manual	N/A	N/A	N/A	N/A
Housing	Truax Park	1-12	Roped Hydraulic	3'0" x 6'8" 2SSO	N/A	N/A	2.8	3.5
Housing	Truax Park	1-2	Direct Hydraulic	3'0" x 7'0" SSSO	13.5	0.4	2.8	3.5
Inspection	Madison Municipal Bldg	1	Geared Traction	4'0" x 7'0" 2SSO	12.8	0.30	3.5	4.3
Parking	Overture Parking Ramp	1	Geared Traction	3'6" x 7'0" SSCO	10.0	0.30	2.1	2.4
Parking	State Street Capitol Ramp	1-2	Geared Traction	3'6" x 7'0" SSSO	11.1	0.20	3.1	4.0
Parking	S Livingston Garage	1-2	Gearless Tr	4'0" x 7'0" SSCO	12.0	0.3	2.2	2.6
Parks	Goodman Park	1	Direct Hydraulic	3'6" x 7'0" SSSO	15.5	0.50	3.1	4.0
Parks	Olbrich Botanical Gardens	2	Direct Hydraulic	3'0" x 7'0" SSSO	14.5	0.50	2.8	3.5
Parks	Olbrich Botanical Gardens	1	Direct Hydraulic	3'0" x 7'0" SSSO	15.5	0.6	2.8	3.5
Senior Ctr	Madison Senior Center	1	Direct Hydraulic	3'6" x 7'0" SSSO	14.9	0.50	2.8	3.5
Streets	Olin Waste Transfer Stn	1	Direct Hydraulic	3'0" x 7'0" SSSO	15.5	0.6	2.8	3.5
Transit	Metro Transit Admin	1	Direct Hydraulic	3'6" x 7'0" SSSO	15.5	0.50	3.1	4.0
Water Util	S Paterson	1	Direct Hydraulic	3'6" x 7'0" SSSO	16.5	0.60	3.1	4.0
Water Util	S Paterson	1	Direct Hydraulic	4'6" x 6'8" 2SCO	17.5	0.50	3.8	5.0
Water Util	Olin Ave	1	Direct Hydraulic	4'0" x 7'0" 2SCO	14.5	0.6	2.2	2.6
Police	Midtown Police	1	Direct Hydraulic	3'0" x 7'0" SSSO	15.5	0.6	2.8	3.5
CDA	Villager Mall	1	Gearless Tr	3'6" x 7'0" SSSO	12.4	0.4	3.1	4.0
CDA	Villager Mall Garage	1	Gearless Tr	3'6" x 7'0" SSSO	11.1	0.2	3.1	4.0
Parks	Olin Park Building	1	Direct Hydraulic	3'0" x 6'8" 2SSO	15.5	0.6	2.8	3.5
Parks	Olin Park Building	2	Direct Hydraulic	3'6" x 7'0" SSCO	16.5	0.6	2.1	2.4
Engineering	Bartillon Shelter	1-2	Direct Hydraulic	4'0" x 7'0" 2SSO	17.5	0.6	3.5	4.3

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Agency	Location	ID #	Drive Type	Door Opening	Perf Time	Add/ft > 12 ft	Door Open	Door Close
Monona Terrace	Monona Terrace	1, 3	Direct Hydraulic	3'6" x 7'0" SSCO	13.0	0.5	2.1	2.4
Monona Terrace	Monona Terrace	2	Direct Hydraulic	3'6" x 7'0" SSCO	12.0	0.4	2.1	2.4
Monona Terrace	Monona Terrace	4-5-6	Direct Hydraulic	5'0" x 8'0" 2SCO	13.5	0.4	2.5	3.2
Monona Terrace	Monona Terrace	7	Direct Hydraulic	4'0" x 7'0" SSCO	14.5	0.6	2.2	2.6
Monona Terrace	Monona Terrace	8	Direct Hydraulic	3'6" x 7'0" SSSO	16.0	0.5	3.1	4.0
CDD	Karmenta/Salvation Army	1	Direct Hydraulic	3'6" x 7'0" 2SSO	20.0	1.0	3.1	4.0

Definitions:

- A. Speed – rated speed shall not vary more than + 10% for relay logic traction installations, + 3% for static control equipment, and not more than + 10% for hydraulic installations, regardless of load.
- B. 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 $\frac{3}{4}$ open. Performance time shown is 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 for each foot of net travel exceeding 12 ft.
- C. 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.
- D. Door Closing Time – measured from the start of doors closing until doors are fully closed.
- E. Door Closing Force – measured with the door at rest and between 1/3 and 2/3 closed. See inspector's manual for procedure. Door closing force shall not exceed 20 lbf.
- F. Floor Stopping Accuracy – The accessibility code requires that the car sill initially stop within $\frac{1}{2}$ " of the landing sill vertically. Newer equipment shall stop within $\frac{1}{4}$ ". Leveling accuracy should be measured under various loading conditions.
- G. Ride Quality and Acceleration - Elevator Service Provider 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 quality.
- H. Noise – Although NEII performance standards include maximum noise levels in decibels, a subjective evaluation will serve to identify unusual or excessive noise. There should be no perceptible hoistway noises audible inside the car enclosure as the elevator moves through the hoistway, within reason for conventional elevators. At Truax Park Apartments, noise from door operator equipment or hydraulic system should not be noticeably louder than on comparable units within the same complex.
- I. 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. Elevator Service Provider shall maintain all door operator equipment and accessories including:
 1. The doors should open and close smoothly, quietly, and without rumbling or slamming.

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2. If nudging is furnished, the closing speed during nudging operation must meet code requirements.
3. 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.
4. All installed door reopening devices should be fully functional. Electronic devices should provide sufficient range to reverse door without physical contact.
5. Rattles, squeaks or other noises in the door operator linkage, hangers, and closers should be corrected.
6. Mechanical pivots and fastenings of drive arms, clutch, or linkage should be free from excessive wear and properly lubricated.
7. Car and landing and door panel guides (gibs) shall not be worn or loose. Sill or hanger safety retainers, if so equipped, shall be properly engaged.
8. Door or gate hanger sheaves and tracks should be clean and lubricated. Rollers with flat spots, noisy or bad bearings shall be replaced and rough tracks made smooth or replaced.
9. Up thrusts should be adjusted with minimum clearance to track to prevent the door rollers from leaving the hanger track.
10. 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.
11. Hoistway door interlocks and car gate switch or contact shall be maintained to ensure safe and reliable operation.
12. Hoistway door restrictors, where provided, shall be maintained to prevent the opening of car and hoistway doors outside of the landing zone. Restrictors shall never be disabled.

4.4 Elevator Maintenance and Repair Service

- A. PURPOSE: The following minimum requirements govern the furnishing of Elevator Maintenance and Repair Service on the scheduled elevators. Elevator Service Provider acknowledges that the City of Madison is purchasing Elevator Service Provider's professional expertise to perform proactive "Complete Maintenance" Elevator Maintenance and Repair Service. Elevator Service Provider shall deliver maintenance service tailored to each unit's specific requirements. This service is intended to promote safe operation, minimize shutdowns and the disruption of service, and to maximize equipment life and usage of this equipment through a systematic and documented Maintenance Control Program (MCP).
- B. ELEVATOR MAINTENANCE AND REPAIR SERVICE: All work shall be performed promptly, completely, free of defects, and in conformance with good industry standards and practices, and conform to the original manufacturer's specifications.
 1. Trained employees of Elevator Service Provider shall use reasonable care to keep the equipment in proper adjustment and in safe operating condition, in accordance with this specification and Code requirements.
 2. The Elevator Service Provider shall furnish all trained personnel, tools and equipment, diagnostic and troubleshooting software, hardware, and technical product manuals; lubricants, cleaning fluids and cleaning supplies; employee safety equipment and training, supervision, and other items required to perform work under this specification, whether or not expressly stated.
- C. LABOR:
 1. Elevator Service Provider shall provide labor and all associated transportation costs to examine, inspect, clean, lubricate, and perform adjustments on all components, and the repair or replacement of parts and equipment, except Section 4.6 Excluded Work.
 2. Elevator Service Provider shall fulfill both the minimum prescribed inspection frequency and minimum monthly maintenance time indicated on Form A2 Cost Proposal. It is stipulated that failure to achieve both the minimum inspection frequency and minimum monthly maintenance time shall be construed as failure to perform the services required by this specification.
 3. Elevator Service Provider shall obtain authorization from the designated Agency representative for labor that in their judgment is excluded from coverage under this

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specification. For such labor, Elevator Service Provider's responding mechanic must physically show the affected components to the designated Agency representative whenever possible, at the time of the callback or repair.

4. Excluded labor, including parts or other services authorized at the time by the designated Agency representative, shall be provided in addition to the contract price, using the applicable classification and corresponding rate schedule provided on RFP Form A2 Cost Proposal.

D. EXAMINATION:

1. Elevator Service Provider shall examine all components and systems per intervals established in the MCP for each elevator. When deficiencies are observed during the examination of the elevators, Elevator Service Provider shall proceed immediately with corrective action except for Section 4.6 Excluded Work.
2. Elevator Service Provider 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 malfunctions or failure should occur.
3. 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 City of Madison.

E. CLEANING:

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

F. LUBRICATION:

1. Lubricate equipment at intervals recommended by the elevator manufacturer, or more frequently as dictated by use of the equipment.
2. 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.
3. All excess lubricants shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow.
4. All lubricants and cleaning compounds and materials shall be provided by Elevator Service Provider for their use on all conveyances at no additional cost to City of Madison.
5. Hydraulic fluid is included by Elevator Service Provider for elevators on complete maintenance.

G. ADJUSTMENT:

1. Adjustments shall be made to keep the elevators maintained per the manufacturer's specifications and good industry standards for performance.
2. Trained employees of Elevator Service Provider should use reasonable care to keep the equipment in proper adjustment and in safe operating condition and to meet elevator code requirements.
3. Elevator Service Provider shall make or verify adjustments at regular intervals to maintain compliance with Section 6 Performance Specifications contained in this specification

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H. PAINTING:

1. Paint the equipment, including car tops, at intervals frequent enough to maintain a professional appearance, prevent rust, and preserve the equipment.
2. Care shall be used in the painting of equipment to make certain that it does not interfere with the proper functioning of components.
3. Floors in machine rooms shall be kept clean and painted

I. REPAIR WORK

1. Elevator Service Provider shall immediately make repairs during regular working hours without interruption until complete to correct existing 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.
2. Overtime repairs (as distinguished from callbacks) may be deferred to the next business day after two hours on site, unless overtime is specifically authorized by the authorized Agency representative. However, if overtime is authorized by the authorized representative, work shall continue until the elevator has been returned to service.
3. Elevator Service Provider shall schedule and coordinate the temporary removal of equipment from service for planned repair work with the designated Agency representative in order to minimize the disruption of normal Agency operations. Failure to schedule non-emergency repair work may result in Elevator Service Provider being denied access to perform such repairs until properly coordinated with the designated Agency representative.
4. For repair work outside of normal business hours authorized by the City of Madison, Elevator Service Provider may invoice the City of Madison for the overtime premium only (defined as applicable overtime rate less regular time rate) on hours worked, including travel time.
5. 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.
6. Should Elevator Service Provider's examinations discover items which require repair and/or replacement and, in their judgment are excluded from coverage under this specification, Elevator Service Provider should immediately show the designated Agency representative such items, and promptly provide written proposals with firm pricing for elevator repair work or upgrades.
7. Subsequent additional work authorized in writing by the City of Madison shall proceed without any deposit or prepayment due to Elevator Service Provider. Payment shall be invoiced after completion; however, Elevator Service Provider may issue progress billings should the authorized work not be completed after 30 days. In the event of conflicting terms with Elevator Service Provider's written proposals, the terms contained in the contract shall govern.
8. The City of Madison may authorize additional repair work at the 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 RFP Form A2.
9. The billing rates for time and material repair work shall be the applicable regular and overtime rates provided by Elevator Service Provider on RFP Form A2. Elevator Service Provider's employees shall provide the City of Madison 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.

4.5 Replacement Parts

- A. The cost of replacement parts is included in the contract price. Elevator Service Provider shall promptly procure replacement parts when furnished under this specification, delivered F.O.B. to any City of Madison Agency or building.
- B. The City of Madison reserves the right to furnish any replacement parts not covered under this specification.
- C. Elevator Service Provider shall immediately notify the City of Madison promptly when parts or components require repair or replacement, and in their judgment are excluded from coverage

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under this Specification. Elevator Service Provider 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 elevator equipment must be performed promptly.

- D. The written price quotation shall include a description of the required or requested parts, including, but not limited to, the manufacturer's part identification number and the current price of the part.

4.6 Excluded Work

Elevator Service Provider is not responsible for excluded work shown below. However, Elevator Service Provider 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, Elevator Service Provider'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 Bid Form.

- A. Adjustments, repairs, or replacements necessitated by vandalism, negligence, or misuse of the equipment by anyone other than Elevator Service Provider, their employees, subcontractors, or agents.
- B. The repair, refinishing, or replacement of car and hoistway door panels, car door sills, car gates, and hoistway entrance frames and sills. However, Elevator Service Provider shall repair damage to car and hoistway door(s) or enclosure finishes when caused by improper adjustment or maintenance of the associated equipment.
- C. Car enclosure panels and finishes, ceiling, lamps for car illumination, diamond plate flooring on lifts, and elevator 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 City of Madison.
- F. Underground hydraulic cylinders and buried hydraulic pressure line piping or conduit.
- 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, unless otherwise covered by the cellular modems covered under Section 3.24.
- K. Obsolescence of the elevator equipment. 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

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component may be considered to be obsolete. If an obsolete component can be repaired by the OEM or 3rd party manufacturer, the cost of that repair is included under this agreement. No other consideration shall be given in regard to obsolescence of parts, components, or systems.

4.7 Working Hours

Scheduled work is to be performed during regular working hours of regular working days, generally 7:30 AM to 4:00 PM, unless specifically authorized by the designated Agency representative.

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5 ELEVATOR MAINTENANCE TASKS

5.1 General:

- A. Elevator Service Provider shall at the prescribed time intervals stated on the Form A2 Cost Proposal at a minimum, examine, clean, lubricate, paint, test, and perform adjustments on all elevator components and shall repair or replace all worn or defective components due to ordinary wear.
- B. Elevator Service Provider shall maintain all equipment in compliance with ASME A17.1-2016 Req. 8.6.
- C. If deficiencies are observed during the examination and testing of the elevator equipment, Elevator Service Provider shall proceed immediately with corrective action at no extra charge to the City of Madison except for Section 4.6 Excluded Work.
- D. Elevator Service Provider shall perform the following listing of general elevator Maintenance tasks on all elevator equipment. The listing is not meant to be all inclusive, and Elevator Service Provider recognizes that numerous additional tasks and services are required per good industry practices; others are specific to the equipment, and in order to comply with Performance Evaluation Criteria or Code requirements.
- E. The minimum frequency is indicated in parenthesis. Your MCP may designate shorter inspection frequencies for various maintenance tasks due to elevator specific conditions or usage.

5.2 Maintenance Tasks (Minimum Frequency Is in Parenthesis)

- A. General Procedures:
 - 1. At the prescribed minimum frequency (time interval) stated on Form A2 Cost Proposal, ride each elevator and perform 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. (At each inspection)
 - 2. At the prescribed minimum frequency (time interval) on Form A2 Cost Proposal, 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, ADAAG 4.10, and ADAAG 4.13. Make adjustments, repairs, replacements or other corrections. (At each inspection)
 - 3. Firefighters' service operation shall be exercised quarterly on all applicable units and the findings documented in the machine room or control room.
- B. Machine Rooms: Maintain elevator machine rooms, including controllers and drives, machines, motors, motor generators, brakes, suspension ropes, drive and secondary sheaves, selectors and tapes or ropes, and governors.
 - 1. 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)
 - 2. Drain, flush, clean, and replace traction machine gear case oil at one-year intervals or otherwise at manufacturer's recommended intervals. (Annual)
 - 3. 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

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- 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)
4. 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 linings. (Annual)
 5. 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. (Annual)
 6. Maintain controllers, selectors, and dispatching equipment by 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 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, replace covers. Replacements for all fuses and controller contacts should be available in the machine room. (Bimonthly)
 7. Emergency lighting, emergency lowering, or other batteries shall be examined and inspected, and circuits tested. Batteries shall be inspected, tested, and charger output recorded. Maintain and renew batteries, battery chargers, monitors, and all other components as required. (Quarterly)
 8. Verify the operation of group or supervisory systems and make adjustments as required at intervals to ensure all circuits and settings are properly adjusted to minimize control system response time for car and hall calls. (Semiannual)
 9. Machine and control rooms shall be kept clean, and trash and debris removed. All covers and labeling shall be in place. Replacement parts should be provided and organized. (Monthly)
 10. Callback service and repairs necessary should the elevators fail to function properly after testing of emergency power systems, is included at no additional cost.
 11. Devices for ascending car overspeed and unintended car movement protection where provided shall be maintained, renewed and periodically tested. (Annual)
 12. 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. (Quarterly)
 13. Elevator Service Provider shall monitor and maintain the hydraulic fluid level in the power unit reservoir, and shall immediately investigate and correct any loss of hydraulic fluid. Loss of hydraulic fluid that cannot be accounted for shall result in Elevator Service Provider 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 City of Madison. (Quarterly)
- C. Pits:
1. 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. (Quarterly)
 2. 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)

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3. Pits shall be kept clean of all accumulated dirt, grease, lint, trash, debris, etc., and shall not be used for storage. (Quarterly)
4. Monitor and renew plunger jack packings and seals and means to collect leakage, including automatic oil return system, if provided. 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, synchronization ropes or sheaves, and exposed piping, renewed. (Semiannual)
5. Maintain automatic oil return systems, where provided; keep in working order and renew or replace with closed container not exceeding 5 gallons when necessary. (Semiannual)

D. Cars:

1. Stopping accuracy shall be monitored and maintained at plus or minus 1/4", regardless of load conditions. (Monthly)
2. 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 station shall be of the same color and brightness. (Bimonthly)
3. 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)
4. Maintain car ventilation, handrail fastenings, and emergency lighting. (Quarterly)
5. 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:

1. Maintain cars and hoistways including guide rails, pits, car tops, and equipment in these areas in a consistently clean condition. (Quarterly)
2. Periodically inspect, maintain, and renew suspension means or governor ropes and fastenings, traveling sheaves and hydraulic jacks for roped hydraulic elevators, 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. Shorten and renew ropes or belts, clean ropes or belts to permit inspection, maintain proper tension and sheave traction, maintain and 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 or is damaged to require replacement, the entire set shall be replaced. A legible metal tag shall be attached to one of the terminations 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. (Annual)
3. Clean secondary 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)
4. Keep hoistways clean of all accumulated dirt, grease, dust, etc., including counterweight, cable shackles, divider beams, ledges, landing sills, fascia, and headers. Elevator Service Provider 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)
5. 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)

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6. Inspect traveling cables for wear and fastenings. Replace traveling cable(s) if shorts existing or cuts or where damage to jacket is evident.
 7. 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, and sills. Maintain and renew car and/or hoistway door restrictors and safety retainers and secondary retainers. Clean, lubricate, adjust, and where required, renew all components for door operators, car and hoistway door hangers, car door clutch, interlocks, closers, relating cables, drive arms and linkages, belts, chains, brushes, cams, switches, sprockets, rollers, upthrusts, gibbs, hangers and hanger tracks, hoistway door astragals, non-vision wings, door reopening devices, and car gate switches. (Quarterly)
- F. Outside Hoistway:
1. 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)
 2. Renew devices in lobby position indicators including lenses, digital display and drivers. (Bimonthly)
 3. 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)
 4. Hoistway access switches, where provided, shall be maintained. (Semiannual)
- A. Additional tasks for LULA elevators (Entire Section 5.0 also applies to LULAs):
1. Tighten all guide rail, rail clip, bracket, and cab fastening fasteners. (Semiannually)
 2. Lubricate guide rails as required. (Semiannually)
 3. Make adjustments to minimize noise and vibration in car.
 4. Inspect automatic door operation, make adjustments as required. Inspect car and hoistway door hangers, car door clutch, electronic door reopening device, interlocks, closers, etc., making adjustments and repairs as required (Quarterly)
 5. Inspect hydraulic system for piping leaks, loose fittings, and hydraulic oil level. Tighten or renew any loose connections. Record oil level at minimum of 6 month intervals. (Semiannually)
 6. Inspect hydraulic jack for leakage, including plunger seal. Renew plunger seals as necessary. (Semiannual)
 7. Verify operation of all batteries and replace at sufficient intervals to maintain code compliant operation. (Quarterly)
 8. Test operation of alarm, emergency telephone, and emergency lighting and record in the maintenance record. (Quarterly)
 9. Perform and document all applicable Category 1 and Category 5 tests. (At One or Five Year Intervals)

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6 SECTION 6.0 SCHEDULE OF ELEVATOR EQUIPMENT

Owner	ID #	Address	Manufacturer	Controls	Cap	Speed	Drive Type	Duty	Landings Served	Doors	RO #	Controller Installed	Machine
Engineering Services	1	1602 Emil St	Kone	KCM 831	2500	140	Direct Hydraulic	Pass	*1-2	3'6" x 7'0" SSSO	1060439	2006	Maxton UC4M
Brittingham Apartments	1	725 W Washington Ave	GAL	GALaxy III	2000	200	Geared Traction	Pass	*1 to 10	3'4" x 7'0" 2SSO	505173	2007	Dover GD-45
Brittingham Apartments	2	725 W Washington Ave	GAL	GALaxy III	3500	200	Geared Traction	Pass	*1/1R to 10	3'4" x 7'0" 2SSO	505174	2007	Dover GD-75
Parkside Apartments	1	245 S Park St	GAL	GALaxy III	2500	350	Gearless Traction	Pass	*1/1R to 8	3'4" x 6'8" 2SSO	505500	2014	Imperial
Parkside Apartments	2	245 S Park St	GAL	GALaxy III	2000	350	Gearless Traction	Pass	*1 to 8	3'4" x 6'8" 2SSO	505501	2014	Imperial
Romnes Apartments	1	540 W Olin Ave	Dover	Relay	2500	75	Direct Hydraulic	Pass	1-2-3	3'4" x 6'8" 2SSO	503610	1968	Maxton UC4
Romnes Apartments	2	540 W Olin Ave	Dover	Relay	1500	75	Direct Hydraulic	Pass	1-2-3	2'8" x 7'0" 1SSO	503609	1968	Maxton UC4
Romnes Apartments	3	540 W Olin Ave	Dover	Relay	2500	75	Direct Hydraulic	Pass	1-2-3	3'4" x 6'8" 2SSO	503608	1968	Maxton UC4
Romnes Apts VRC	A	540 W Olin Ave	Gillespie	VA Controls	3000	25	Direct Hydraulic	VRC	1-2	Manual	N/A	2019	Blain Ev100
Romnes Apts VRC	B	540 W Olin Ave	Gillespie	VA Controls	3000	25	Direct Hydraulic	VRC	1-2	Manual	N/A	2019	Blain Ev100
Madison Municipal Bldg	1	215 MLK Jr Blvd	MCE	Motion 4000	2000	200	Geared Traction	Pass	0-*1-2-3	4'0" x 7'0" 2SSO	505154	2011	HW 44OH
Overture Center Ramp	1	318 W Mifflin St	GAL	GALaxy III	2500	200	Geared Traction	Pass	7 Front Entrances	3'6" x 7'0" SSCO	506930	2017	HW 54OH
State Street Capitol Ramp	1	214 N Carroll St	Kone	Miprom VF	2500	350	Geared Traction	Pass	L-*1-2-3-3R-4-5-6	3'6" x 7'0" SSSO	511199	1995	Mont 207E
State Street Capitol Ramp	2	214 N Carroll St	Kone	Miprom VF	2500	350	Geared Traction	Pass	S-L*1-2-3-4-5-6	3'6" x 7'0" SSSO	511200	1995	Mont 207E
State Street Capitol - VRC	1	214 N Carroll St	Wildeck	Constant Pressure	2000	20	Roped Hydraulic	VRC	S-L	Manual	N/A		
Goodman Park	1	1402 Wingra Creek Pkwy	Schindler	330A	2500	115	Direct Hydraulic	Pass	*1-2	3'6" x 7'0" SSSO	1129269	2007	EECO UV5A
Olbrich Gardens	1	3330 Atwood Ave	Thyssenkrupp	TAC 32H	3000	110	Direct Hydraulic	Pass	*1-2	3'0" x 7'0" SSSO	1828340	2020	Bucher
Olbrich Gardens	2	3330 Atwood Ave	Otis	Relay	2000	125	Direct Hydraulic	Pass	*1-2	3'0" x 7'0" SSSO	505474	1976	Maxton
Madison Senior Center	1	330 W Mifflin St	Otis	LRV	2500	125	Direct Hydraulic	Pass	1-2	3'6" x 7'0" SSSO	506819	1983	Maxton
Olin Transfer Station	1	121 E Olin Ave	Schindler	330A	2100	100	Direct Hydraulic	Pass	*1-2	3'0" x 7'0" SSSO	1100354	2006	EECO UV5A
Metro Transit Admin	1	1 S Ingersoll St	Dover	Solid State	2500	80	Direct Hydraulic	Pass	1-2	3'6" x 7'0" SSSO	505825	1980	Dover I2
Truax Park	1	3506 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1306873	2011	EPV-07
Truax Park	2	3502 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1306876	2011	EPV-07
Truax Park	1	3510 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1327989	2011	EPV-07

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Owner	ID #	Address	Manufacturer	Controls	Cap	Speed	Drive Type	Duty	Landings Served	Doors	RO #	Controller Installed	Machine
Truax Park	2	3514 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1327988	2011	EPV-07
Truax Park	1	3526 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1317259	2011	EPV-07
Truax Park	2	3522 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1317260	2011	EPV-07
Truax Park	1	3534 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1298978	2011	EPV-07
Truax Park	2	3530 Straubel St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1298748	2011	EPV-07
Truax Park	1	1501 Wright St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1530229	2011	EPV-07
Truax Park	2	1503 Wright St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1336950	2011	EPV-07
Truax Park	1	1505 Wright St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1336951	2011	EPV-07
Truax Park	2	1507 Wright St	Savaria	Orion	1400	25	Roped Hydraulic	LULA	B-*1-2-3	3'0" x 6'8" 2SSO	1341674	2011	EPV-07
Truax Park	1	3538 Straubel St	Schindler	330A	3500	150	Direct Hydraulic	Pass	B-*1-2	3'6" x 7'0" SSSO	1341675	2015	EEOC UV5A
Truax Park	1	1511 Wright St	Schindler	330A	3500	150	Direct Hydraulic	Pass	B-*1	3'6" x 7'0" SSSO	1540604	2015	EEOC UV5A
Water Utility Paterson	1	110 S Paterson St	Schumacher	PLC SS-5	3500	125	Hydraulic MRL	Pass	*1-1A-2	3'6" x 7'0" SSSO	1600183	2016	Bucher
Water Utility Paterson	2	110 S Paterson St	Schumacher	PLC SS-5	4500	125	Direct Hydraulic	Pass	B-*1/1R-2	4'6" x 6'8" 2SCO	1612214	2016	Bucher
Olin Water Utility	1	119 E Olin Ave	Schindler	330A	4500	100	Direct Hydraulic	Pass	*1-2	4'0" x 7'0" 2SSO	986922	2005	EEOC UV5A
MPD Midtown Station	1	4020 Mineral Point Rd	Schindler	330A	2100	100	Direct Hydraulic	Pass	B-*1	3'0" x 7'0" SSSO	1781073	2018	Maxton UC4
Olin Park Bldg	1	330 E Lakeside St	Dover	LMH	2500	100	Direct Hydraulic	Pass	B-G-*1	3'0" x 6'8" 2SSO	502069	1998	Dover I2
Olin Park Bldg	2	330 E Lakeside St	Thyssenkrupp	TAC 22	3000	100	Direct Hydraulic	Pass	G-*1/1R-2/2R	3'6" x 7'0" SSCO	502696	2006	TK I2
Monona Terrace	1	1 John Nolen Dr	Schindler	MPH II	3500	125	Direct Hydraulic	Pass	3-4-5	3'6" x 7'0" SSCO	511184	1995	EEOC UV5A
Monona Terrace	2	1 John Nolen Dr	Schindler	MPH II	3500	150	Direct Hydraulic	Pass	1-2-4	3'6" x 7'0" SSCO	511185	1995	EEOC UV5A
Monona Terrace	3	1 John Nolen Dr	Schindler	MPH II	3500	125	Direct Hydraulic	Pass	1-2-3-4	3'6" x 7'0" SSCO	511186	1995	EEOC UV5A
Monona Terrace	4	1 John Nolen Dr	Schindler	MPH II	10000	125	Direct Hydraulic	Pass	*1-2R-3- 4/4R-5-6-7	5'0" x 8'0" 2SCO	511187	1995	Maxton UC2A
Monona Terrace	5	1 John Nolen Dr	Schindler	MPH II	12000	125	Direct Hydraulic	Pass	*1-2R-3- 4/4R-5-6-7	5'0" x 8'0" 2SCO	511168	1995	Maxton UC2A
Monona Terrace	6	1 John Nolen Dr	Schindler	MPH II	10000	125	Direct Hydraulic	Pass	*1-2/2R-3R- 4R-5R	5'0" x 8'0" 2SCO	449671	1995	Maxton UC2A
Monona Terrace	7	1 John Nolen Dr	Schindler	MPH II	4000	100	Direct Hydraulic	Pass	1R-3F-4F-5F	4'0" x 7'0" 2SSO	511221	1995	EEOC UV5A
Monona Terrace	8	1 John Nolen Dr	Schindler	MPH II	2500	115	Direct Hydraulic	Pass	4-5-6	3'6" x 7'0" SSSO	767399	1995	EEOC UV5A
S Livingston Garage	1	111 S Ingersoll St	Kone	KCM 831	4000	200	Gearless MRL	Pass	*1 to 5	4'0 x 7'0" SSCO	1782613	2018	Kone
S Livingston Parking	2	111 S Ingersoll St	Kone	KCM 831	4000	200	Gearless MRL	Pass	*1 to 5	4'0" x 7'0" SSCO	1782614	2018	Kone

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Owner	ID #	Address	Manufacturer	Controls	Cap	Speed	Drive Type	Duty	Landings Served	Doors	RO #	Controller Installed	Machine
Bartillon Shelter	1	1902 Bartillon St	GAL	E-Hydro	5000	100	Direct Hydraulic	Pass	*1-2	4'0" x 7'0" 2SSO	0325126 12	2025	Maxton UC4
Bartillon Shelter	2	1902 Bartillon St	GAL	E-Hydro	5000	100	Direct Hydraulic	Pass	*1-2	4'0" x 7'0" 2SSO	0325126 28	2025	Maxton UC4
Villager Mall	2	2300 S Park St	Dover	Relay	6000	45	Direct Hydraulic	Freight	B-1/1R-2	Manual	503623	1968	
Villager Mall	1	2300 S Park St	Kone	KCM 831	2500	150	Gearless MRL	Pass	LL-*1-2	3'6" x 7'0" SSSO	1226279	2009	Kone
Villager Mall Garage	1	808 Hughes Place	Otis	GCS	3500	350	Gearless MRL	Pass	*1 to 6	3'6" x 7'0" SSSO	0225092 61	2025	Otis
Karmenta-Salvation Army	1	4502 Milwaukee St	Schumacher	PLC SS-5	3500	65	Direct Hydraulic	Pass	B/BR-*1/1R	3'6" x 7'0" 2SSO	504076	2012	Maxton UC4



Form A: Price Proposal and Signature Affidavit

RFP #:15013-0-2026-BP Elevator Maintenance

This form must be returned with your response.

PRICE PROPOSAL

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover all direct and indirect necessary expenses including but not limited to; travel, telephone, copying, and other out-of-pocket expenses.
- **Not To Exceed** – The actual fees must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid and Allowed may disqualify your proposal.
- **Do not include sales tax in your proposal.** The City of Madison is exempt from federal excise taxes and State of Wisconsin taxes per section 77.54(9a) of the Wisconsin Statutes.
 - CES No. 008-1020421147-08
 - Wisconsin Department of Revenue Form S-211:
<https://www.cityofmadison.com/finance/purchasing/vendor-resources/letter-of-credit/wisconsin-department-of-revenue-form-s-211>.

Please complete Form A2: Excel Workbook. Send back as an Excel file. Do not convert to a pdf.

COMPANY NAME



Form A: Price Proposal and Signature Affidavit

RFP #: 15013-0-2026-Elevator Maintenance

SIGNATURE AFFIDAVIT

Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

Agreement to comply with all terms of RFP: By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

COMPANY NAME

SIGNATURE

DATE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING



Form B: References

RFP #: 15013-0-2026-BP Elevator Maintenance

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



Form C: Vendor Profile

RFP #: 15013-0-2026-BP Elevator Maintenance

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

<https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:

- ☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____
- ☐ **No**, we are not a local vendor or have not registered.