ST. CLOUD STATE UNIVERSITY
RFP for Elevator Maintenance

ADDENDUM NO. ONE
The Proposal due date of June 8th, 2020 will not change as a result of this Addendum No. One.

CLARIFICATION:

ADDENDUM INTENT

The purpose of this Addendum is to state and define the terms and conditions under which the CONTRACTOR shall provide limited maintenance services for the vertical transportation systems identified as Group A units, full comprehensive maintenance and repair services and for the vertical transportation systems identified as Group B units, and the terms and conditions under which MINNESOTA STATE shall compensate the CONTRACTOR for such services rendered.

It is the intent of the Contract to ensure that all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee MINNESOTA STATE that the absence of a particular item of work, service or procedure shall not alleviate the CONTRACTOR of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Addendum and practical requirements unless same is specifically excluded, prorated or deleted herein.

Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the CONTRACTOR to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to any agreement with the Professionals' Seal and Stamp.
VERTICAL TRANSPORTATION

FULL COVERAGE AND LIMITED MAINTENANCE SPECIFICATIONS

Prospective vendors shall furnish services to St. Cloud State University (MINNESOTA STATE) on the vertical transportation systems and related equipment identified in EXHIBIT J – UNIT SUMMARY, UNIT PRICING, AND MINIMUM MONTHLY MAINTENANCE HOURS

PART 1 - GENERAL CONDITIONS

1.01 DEFINITIONS OF TERMS

A. The term “Elevator CONTRACTOR”, “CONTRACTOR” or “Vendor”, as used herein, refers to any persons, partners, firm, corporation or officer(s) of such companies that furnish qualified labor and materials for the execution of the services and maintenance work described herein.

B. The term “SUBCONTRACTOR”, as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.

C. The term “Agreement”, “Contract” or “Contract Documents”, as used herein, consists of this specific documents; and any alternates, addenda, or substitutions as may be referenced under attachments, exhibits or riders

1.02 GENERAL

A. The entire vertical transportation systems shall be maintained as hereinafter described, in accordance with the following detailed terms. Trained employees of the perspective vendor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances, standards and regulations. The terms and requirements of this contract are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.

B. With the exception of only those items specifically identified as being performed by others, the Contract Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve the work specified by the Contract. In as much as it is understood that any incidental work necessary to execute the Agreement is also covered by the Contract Specifications, the CONTRACTOR is cautioned to become familiar with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted
subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.

C. Maintenance Coverages

1. Maintenance coverage for Group A units shall include and is limited to; a code compliant Maintenance Control Program, routine examinations, emergency callback services, inspection and testing services and minor components costing $100.00 or less prior to any CONTRACTOR mark up on an individual basis.

2. Maintenance coverage for Group B units shall include but is not limited to; a code compliant Maintenance Control Program, preventive services and adjustments, regular time callback services, emergency callback services, inspection and testing services, repair and/or direct replacement component renewal procedures.

1.03 CONTRACTOR’S LIMITATIONS

A. It is mutually agreed that the CONTRACTOR shall not be under any obligation to make any repairs or replacements caused by malicious damage or fire (other than caused by CONTRACTOR or its SUBCONTRACTORs), including electrical fire (other than electrical fire caused by failure of components covered by this Contract or caused by CONTRACTOR's work hereunder). If requests are made that CONTRACTOR perform such work, CONTRACTOR shall notify MINNESOTA STATE that such work is outside the scope of this Contract, and CONTRACTOR shall not perform the work without written authorization from MINNESOTA STATE. Any such authorized work shall be performed at a fee not to exceed rates provided in Exhibit H, as periodically adjusted by the terms of this Contract.

B. It is mutually agreed that the CONTRACTOR shall make any and all repairs or replacements to equipment damaged by CONTRACTOR's improper repair, or negligent or willful acts or omissions, at its sole cost and expense.

1.04 HOURS OF WORK

A. All work shall be performed during Regular Working Hours of the Regular Working Days of the elevator trade, 7:00 a.m. to 6:00 p.m., Monday through Friday, except union designated holidays, unless otherwise specified in this Agreement.

B. Repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time (greater than four [4] hours) must be
scheduled a minimum of three (3) business days in advance with MINNESOTA STATE.

C. MINNESOTA STATE retains the right for Group B units to have such work completed during overtime hours with the understanding the CONTRACTOR shall pay for the regular labor portion and MINNESOTA STATE’s extraordinary obligation is premium labor costs only.

Emergency callback services shall be provided twenty-four (24) hours per day, seven (7) days per week including weekends and holidays as further specified herein.

1. Compensation for emergency callback services shall be included in the monthly lump sum price for procedures performed during the Regular Working Hours of the Regular Working Days of the elevator trade.

2. If overtime services are requested for Group B units, MINNESOTA STATE shall pay for the bonus (overtime) portion of such hours only.

3. All callback services shall be invoiced on a monthly basis and presented at the same time as the normal monthly maintenance billing. The monthly callback billing, if any and the monthly maintenance billing shall be submitted as a package with an itemized statement for each service rendered using the hourly rates specified in Exhibit H as periodically adjusted by the terms of this contract.

E. Maintenance involving removal of elevators from service shall be performed on a not-to-interfere basis during non-peak traffic hours.

1.05 SOLE RESPONSIBILITY

A. The maintenance work shall be performed only by Technicians and Mechanics directly employed and supervised by the CONTRACTOR, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained under this Contract and shall not be assigned or transferred to any agent or subcontractor without the express consent of MINNESOTA STATE.

1.06 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

A. The CONTRACTOR shall comply with all written recommendations of the governing authority or independent inspectors and insurance carrier(s) employed by MINNESOTA STATE. However, CONTRACTOR is not required under this Contract to install new attachments or parts other and different from those now
constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

1.07 SAFETY AND ENVIRONMENTAL

A. The CONTRACTOR is required to provide its employees with all legally required safety training prior to allowing the employees to work at the maintenance site. CONTRACTOR shall provide a copy of applicable safety training records to MINNESOTA STATE upon request.

B. CONTRACTOR will properly dispose of, at the CONTRACTOR’s expense, all waste material generated in servicing the equipment covered by this Contract. Waste materials consist of lubricants, cleaning material, paints, absorbents and any other material brought on site by the CONTRACTOR that is not part of the fixed equipment. All waste materials shall be disposed of in accordance with Minnesota law. CONTRACTOR shall indemnify MINNESOTA STATE from and against any and all claims, losses and liabilities arising out of CONTRACTOR’s breach of this provision.

C. CONTRACTOR shall provide, at the start of this contract and annually as part of the annual Efficiency and Maintenance Survey Inspection Report referenced in Section 2.10, Material Safety Data Sheets (MSDS) for all applicable material(s) stored or expected to be used at the maintenance site. When new materials are brought to the maintenance site Material Safety Data Sheets (MSDS) must be provided to MINNESOTA STATE prior to arrival of such material.

D. The CONTRACTOR shall continuously maintain adequate protection of all of the CONTRACTOR’s work from damage and shall protect MINNESOTA STATE’s property from injury or loss arising out of this Contract. The CONTRACTOR shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of MINNESOTA STATE. The CONTRACTOR shall provide all barricades required to protect open hoistways or shafts as required by various regulations and shall otherwise be responsible to comply with all applicable safety regulations.

E. Material storage facilities (cabinets, waste containers, etc. used to store parts, cleaning materials and lubricants) provided by the CONTRACTOR, including flammable storage facilities, shall comply with all federal, state and local laws, regulations and codes.

1.08 BUILDING WORK RULES AND CONDITIONS
A. If the CONTRACTOR's work in performing the services described herein disturbs Building tenants, as determined solely by MINNESOTA STATE, CONTRACTOR shall cease work immediately and reschedule the work for a time acceptable to MINNESOTA STATE.

B. CONTRACTOR shall coordinate with MINNESOTA STATE prior to shutting off or testing any of the building's electrical, plumbing, mechanical, life safety or energy management systems. Under no circumstances will CONTRACTOR disturb these systems without the express permission and written authorization of MINNESOTA STATE.

C. Individuals assigned by the CONTRACTOR to perform work on the premises of MINNESOTA STATE shall submit to a background investigation by MINNESOTA STATE. MINNESOTA STATE shall determine appropriate level of background investigation for all individuals and shall determine the agency or CONTRACTOR to perform such background investigations. The CONTRACTOR shall bear all costs of such background investigations and shall instruct the agency or CONTRACTOR to provide the results of such investigations directly to MINNESOTA STATE. MINNESOTA STATE has the right to determine, in his sole opinion, if an individual’s background is acceptable to MINNESOTA STATE, and the CONTRACTOR agrees not to assign individuals to perform work on MINNESOTA STATE's premises if that individual has been found unacceptable by MINNESOTA STATE.

D. Individuals assigned by the CONTRACTOR to perform work on the premises of MINNESOTA STATE shall wear full work uniforms with company identification and the individuals name prominently displayed.

E. CONTRACTOR shall immediately report to MINNESOTA STATE any and all damage caused by its employees, agents, or subcontractors and shall reimburse MINNESOTA STATE for the cost of repairs within ten (10) days from receipt of invoice. In the event CONTRACTOR fails to report such incidents and MINNESOTA STATE determines in its sole opinion, based on inspection of the site, that damage was caused by CONTRACTOR, CONTRACTOR shall likewise reimburse MINNESOTA STATE for the cost of repairs within ten (10) days from receipt of invoice.

F. CONTRACTOR shall comply with MINNESOTA STATE’s “Smoking/Tobacco Policy” which forbids any person from smoking within any building owned by MINNESOTA STATE.

G. The CONTRACTOR will require all personnel to both check in and out at the Physical Plant offices during normal business hours and the Heating Plant Boiler Room office after normal business hours. MINNESOTA STATE reserves the right to change these procedures as required to properly manage this function.

1.09 REPRESENTATION
A. CONTRACTOR represents that it will (i) perform elevator maintenance services under the Agreement in accordance with acceptable industry professional and ethical standards, (ii) not proceed with performance of various aspects of the Services, unless pre-authorized ("Pre-approved Services") by MINNESOTA STATE, (iii) not represent to any third party that it has authority to sign, endorse or represent a contractual relationship with or in MINNESOTA STATE’s name, or enter into any agreement on behalf of MINNESOTA STATE in connection herewith (unless expressly pre-authorized in writing by MINNESOTA STATE), (iv) ensure that all of its employees, representatives, agents or assigns will not solicit any of MINNESOTA STATE’s employees for any purpose. The parties agree that any alteration to any of the Addenda or Exhibits hereto shall be null and void, unless made in writing by mutual consent of the parties.

PART 2 - PRODUCTS

2.01 LIMITED MAINTENANCE – GROUP A UNITS

A. CONTRACTOR shall provide a code-compliant Maintenance Control Program with scheduled systematic examinations, adjustments, cleaning and lubrication of all equipment, machinery spaces, hoistways and pits. CONTRACTOR shall provide a minimum number of hours per month, per unit, dedicated to routine preventive maintenance. The required frequency for the scheduled systematic examinations and the Monthly Minimum Maintenance Hours are as listed in the attached “Equipment Coverage Attachment 1A, Tables 1 and 2” respectively. Time required to perform code-required safety tests for hydraulic elevators may be assigned to meeting the Monthly Minimum Maintenance Hours. Time required to perform any code-required safety testing for traction elevators must be performed by a repair crew (a repair crew shall not utilize the assigned route technicians) and shall not be assigned to meeting the Monthly Minimum Maintenance Hours. Hours assigned to meeting the Monthly Minimum Maintenance Hours for routine preventive maintenance shall not include callback or repair hours. Hours performed on routine preventive maintenance that coincide with a callback or emergency/unscheduled repair may be assigned to meeting the Monthly Minimum Maintenance Hours. Liquidated damages for failure to provide the Monthly Minimum Maintenance Hours are as provided in the Minimum Hour Guarantee in Section 3.02 below.
2.02 LUBRICATION

A. Lubricate monthly (twelve [12] times per year at regularly scheduled intervals) all of those mechanical parts, recommended to be lubricated by the original manufacturer of the elevator equipment or otherwise lubricate as often as, and in the manner specified by, said manufacturer. Hoist ropes shall be lubricated as often as, and in the manner specified by, the hoist rope manufacturer.

2.03 CLEANING

A. The CONTRACTOR shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the machine room(s), car top(s) and pit area(s) of the elevators and the upper and lower truss pans of the escalators. Prior to each two (2) year anniversary date of this Contract or more often if necessary, CONTRACTOR shall thoroughly clean down all elevator hoistways, of accumulated dirt, grease, dust and debris. The CONTRACTOR shall clean hoist ropes as often necessary to maintain traction characteristics and allow for proper inspection.

2.04 REPAIRS, RENEWALS AND REPLACEMENTS

A. The CONTRACTOR shall submit proposals detailing any repairs, renewals and replacements as required utilizing the billing rates detailed in Exhibit H within the previously posted RFP as soon as regularly scheduled or other examinations reveal the necessity therefore, or when MINNESOTA STATE so advises the CONTRACTOR under the terms of the Contract. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventative maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repairs, renewal, or replacement of all mechanical, electronic and electrical parts, including but not limited to those items identified in the attached Equipment Coverage Attachments and Exhibits within the previously posted RFP.

2.05 FULL SYSTEMATIC MAINTENANCE - GROUP B UNITS

A. CONTRACTOR shall provide scheduled systematic examinations, adjustments, cleaning, and lubrication of all machinery, machinery spaces, hoistways, and pits. The CONTRACTOR shall include a specified minimum number of hours per month per unit that is to be dedicated to routine preventative maintenance. The required frequency for the scheduled systematic examinations and the specified
minimum hours for routine preventative maintenance are listed in the attached “Equipment Coverage Attachment 1B, Tables 1 and 2” respectively. Hours assigned to meeting the specified minimum hours for routine preventative maintenance shall not include callback or emergency/unscheduled repair hours. Hours performed on routine preventative maintenance that coincides with a callback or emergency/unscheduled repair may be assigned to meeting the specified minimum hours. Monetary damages for failure to provide the specified minimum hours per month of routine preventative maintenance are provided for in Section 3.02.

2.06 LUBRICATION

A. Lubricate monthly (twelve [12] times per year at regularly scheduled intervals) all of those mechanical parts, recommended to be lubricated by the original manufacturer of the elevator equipment or otherwise lubricate as often as, and in the manner specified by, said manufacturer. Hoist ropes shall be lubricated as often as, and in the manner specified by, the hoist rope manufacturer.

2.07 CLEANING

A. The CONTRACTOR shall, during the course of all examinations, remove and discard immediately all accumulated dirt and debris from the machine room(s), car top(s) and pit area(s) of the elevators and the upper and lower truss pans of the escalators. Prior to each two (2) year anniversary date of this Contract or more often if necessary, CONTRACTOR shall thoroughly clean down all elevator hoistways and escalator truss assemblies, including steps, of accumulated dirt, grease, dust and debris. The CONTRACTOR shall clean hoist ropes as often necessary to maintain traction characteristics and allow for proper inspection.

2.08 PAINTING

A. The CONTRACTOR shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, identified and presentable at all times. Unpainted equipment and floors shall be painted within the first year of the contract. Machine room floors and all storage areas shall be painted with a good quality deck enamel based on a schedule provided by MINNESOTA STATE or more often, if necessary, to maintain an aesthetically presentable appearance. All paint applied shall be safe for the environment and non-toxic.

2.09 REPAIRS, RENEWALS AND REPLACEMENTS

A. The CONTRACTOR shall make repairs, renewals and replacements as part of the required services hereunder, for the normal monthly maintenance billing agreed
to herein (or such additional compensation as authorized in writing by MINNESOTA STATE pursuant to Section 4.03), as soon as regularly scheduled or other examinations reveal the necessity therefore, or when MINNESOTA STATE so advises the CONTRACTOR under the terms of the Contract. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventative maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repairs, renewal, or replacement of all mechanical, electronic and electrical parts, including but not limited to those items identified in the Equipment Coverage Attachments and Exhibits within the previously posted RFP.

B. CONTRACTOR shall maintain, repair, or replace all component parts of the system(s) unless specific renewals or other procedures are modified under the terms of the Agreement.

C. Mark up on any replacement parts not covered under the agreement is limited to five percent (5%) above CONTRACTOR’s actual costs.

ITEMS COMMON TO GROUP A AND GROUP B UNITS

2.10 TESTING

A. CONTRACTOR shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified and/or local code requirements, complete and execute all governing authority filing procedures including payment of all associated fees or other charges, and forward confirmation of all authority required filings to MINNESOTA STATE’s Representative within ten (10) working days of the date the test procedure was completed. CONTRACTOR will pay any fines incurred for failure to complete required testing or for filing irregularities. CONTRACTOR shall utilize a matrix showing all the unit test dates within a calendar year.

B. Emergency Recall and Emergency Power System Test

1. The Firemen Service System, Phases I and II, shall be tested monthly on a date and time approved by MINNESOTA STATE, as defined by code. The elevator telephone/intercom system shall be tested at the same time. Both tests will be performed on a not-to-interfere basis and the premium (bonus only) cost for overtime work, if necessary, and if pre-approved by MINNESOTA STATE, will be billed as an extra to the Contract at the rates
provided in Exhibit H within the previously posted RFP, as periodically adjusted by the terms of this contract.

2. Emergency Power Recall Systems, were applicable, shall be tested annually, and on a date and time approved by MINNESOTA STATE, as defined by code. The CONTRACTOR shall advise MINNESOTA STATE thirty (30) days in advance of the test due date to facilitate scheduling. This work will be performed on a not-to-interfere basis and the premium (bonus only) cost for overtime work, if necessary and if pre-approved by MINNESOTA STATE, will be billed as an extra to the Contract at the rates provided in Exhibit H within the previously posted RFP, as periodically adjusted by the terms of this contract.

3. CONTRACTOR shall submit to MINNESOTA STATE a full description and the results of the Fireman Service, Telephone/Intercom and Emergency Power Recall tests with the monthly invoice package for the month(s) in which the tests were performed prior to payment.

C. Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test

1. CONTRACTOR shall perform an Annual Hydraulic Elevator Relief Valve Setting and System Pressure Test conforming to the requirements contained in the applicable ASME A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements on all Hydraulic Elevators covered by the Contract.

D. Annual Electric Traction Elevator No-load Safety Test

1. CONTRACTOR shall perform an Annual Electric Traction Elevator No-load Safety Test conforming to the requirements contained in the applicable ASME A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements on all Traction Elevators covered by the Contract.

E. Five-Year Full Load Safety Test

1. CONTRACTOR shall perform a Five-Year Full-load Safety Test conforming to the requirements contained in the applicable ASME A17.1 Safety Code for Elevators and Escalators, Inspection and Test Requirements on all Traction Elevators covered by the Contract.

2. Full load testing shall be scheduled to coincide with monthly building emergency power test. A full load shall be placed on the code-required vertical transportation units in each group supported by the emergency
power means and on the vertical transportation unit run in both directions to verify proper operation under such mode of operation.

F. The service technician shall be utilized to perform the annual no-load safety testing on all hydraulic elevators and his time to perform these tests can be counted as service time to meet the required contractual minimum hours. The annual no load and five-year full load safety tests for traction elevators shall be performed by an established repair crew (not the service route technician and an apprentice). The time to perform these tests shall not be counted as service time to meet the required contractual minimum hours.

2.11 EMERGENCY CALLBACK SERVICE

A. CONTRACTOR shall provide emergency callback service which consists of promptly dispatching qualified employees in response to requests from MINNESOTA STATE, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night.

1. Group B Units Only: Emergency repairs shall be made within four (4) hours to restore the equipment to operating order. If repairs cannot be made immediately, the mechanic shall notify MINNESOTA STATE as to the reason why.

B. Passenger entrapment callback service shall be provided within forty-five (45) minutes during Regular Working Hours and within one and a half (1.5) hour during all other time periods. Technicians must be on-site within these time frames.

C. Callback services for out-of-service units shall be provided within one (1) hour during Regular Working Hours and within one and one-half (1.5) hours between 6:00 a.m. and 8:00 a.m. and 4:30 p.m. and 6:30 p.m. Monday through Friday, except holidays. Technicians must be on-site within these time frames.

D. Callback services for out-of-service units shall be provided within two (2) hours at all other times not specified in “C” above. Technicians must be on-site within these time frames.

E. Travel time for callback service shall be capped at two (2) hours total per callback. CONTRACTOR agrees to provide documentation to support travel related charges for the employee responding to the callback if requested by MINNESOTA STATE. MINNESOTA STATE will reimburse expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan”.

2.12 RECORD KEEPING/QUARTERLY REPORTS/MEETINGS
A. CONTRACTOR shall keep a complete permanent record of inspections, maintenance, lubrication and call-back service in the machine room or other designated location at the Property. Maintenance Records shall be available to MINNESOTA STATE, Consultant, Manager and any other MINNESOTA STATE representative at all times. Maintenance Records shall indicate the purpose of each service visit, arrival and departure time, the Work performed and any other relevant information. Maintenance Records will be property of MINNESOTA STATE. Maintenance Records shall include names of CONTRACTOR-assigned maintenance personnel, scheduled preventive maintenance procedures, inspections, tests and third-party assisted examinations.

B. On a quarterly basis (within thirty [30] days after quarter end), or at any time upon written request by a MINNESOTA STATE representative, CONTRACTOR shall provide a report of maintenance inspections, callbacks, repairs or replacements made by CONTRACTOR at the Property, itemized as to parts installed or services performed and supply samples of lubricants, compounds, or other materials employed. Quarterly Reports shall include completed versus scheduled preventative maintenance procedures, planned repairs for the just-completed quarter, a safety test matrix for all vertical transportation equipment on the Property and a six (6) month projected schedule for preventative maintenance procedures and planned repairs. The quarterly reports will be submitted using MINNESOTA STATE provided template for reporting.

C. Each quarter, upon request of MINNESOTA STATE representative, CONTRACTOR’s personnel shall meet with MINNESOTA STATE representative to review the Maintenance Records and Quarterly Reports, CONTRACTOR’s compliance with the Monthly Minimum Maintenance Hours requirement (defined in Section 2.01 above) and any other Contract-related issues MINNESOTA STATE representative deems appropriate. Each fourth quarter meeting will also include a review of the reports submitted under Section 2.13 below. CONTRACTOR’s personnel shall also meet with MINNESOTA STATE, representative on an as-needed basis to resolve any Contract-related issues that arise during the term of this Contract.

D. If requested by MINNESOTA STATE representative, CONTRACTOR shall attend callback reduction meetings on a monthly basis or more frequently if deemed by MINNESOTA STATE representative to be required during the term of this Contract. CONTRACTOR shall provide reports, including but not limited to analytical data and charts, to facilitate review of callbacks at these meetings.

E. CONTRACTOR shall prepare, and issue all required forms and reports relative to examinations, tests and inspections performed in connection with the work.
2.13 INSPECTIONS

A. CONTRACTOR shall conduct annual “Efficiency and Maintenance Survey Inspections” (Long-Term Option only) for all equipment in all units. These inspections shall include a report with recommendations and shall be performed by a CONTRACTOR-trained, salaried management employee, not the assigned service technician.

B. The results of the Efficiency and Maintenance Survey Inspections shall be summarized with appropriate backup material in an annual report to MINNESOTA STATE representative by June 30, 2022 (“Annual Report”). MINNESOTA STATE representative shall meet with CONTRACTOR to review the Annual Report to validate compliance with Contract Documents. The Annual Report shall include the fourth quarter report required under Section 2.12 above and the following performance parameters and summary data for each vertical transportation unit as appropriate (“Performance Criteria”):

1. Unit speed up and OEM designed speed.
2. Unit speed down and OEM designed speed.
3. Door open speed and OEM designed speed.
4. Door close speed normal and code parameter.
5. Door close speed reduced (nudging) and code parameter.
6. Door closing torque and code parameter.
7. Door dwell time – car call and ADA parameter.
8. Door dwell time – hall call and ADA parameter.
9. Leveling accuracy summary and OEM designed parameter.
10. Date of the last annual and 5-year safety test completed (traction and hydraulic as required).
11. Dates and summary results of the preceding twelve (12) months communication, emergency lighting and alarm, fire recall system tests, and emergency power testing.
12. Annualized callback rate by common control group from the preceding twelve (12) months with backup detail.
13. Dedicated maintenance hours for the preceding twelve (12) months by unit.

C. MINNESOTA STATE reserves the right to conduct such inspections and tests whenever it deems necessary or appropriate to ascertain that the Specifications and Performance Criteria of the Contract are being fulfilled. Any deficiencies noted by MINNESOTA STATE representative shall be promptly corrected at CONTRACTOR’s expense. If CONTRACTOR fails to perform the Work pursuant to this Contract in a diligent and satisfactory manner,
MINNESOTA STATE may, after thirty (30) days written notice to CONTRACTOR, perform or cause to be performed all or any part of the Work by another vendor. CONTRACTOR agrees that it will reimburse MINNESOTA STATE for any expense incurred therefore, or at MINNESOTA STATE’s election MINNESOTA STATE may deduct the amount from any sum otherwise owed to CONTRACTOR.

D. Upon request, CONTRACTOR shall accompany MINNESOTA STATE representative in inspections to evaluate Contract compliance.

E. Consultant re-inspection fees to confirm satisfactory completion of deficiencies other than those scheduled to be performed as a part of routine maintenance within 3 months of the initial inspection shall be the responsibility of CONTRACTOR. MINNESOTA STATE may withhold the re-inspection fees from CONTRACTOR’s Monthly Fee.

F. CONTRACTOR shall be responsible for yearly Consultant inspection and re-inspection fee(s) for any Property that is identified in the Annual Reports as having an average annualized callback rate that exceeds the guaranteed rate (set forth in Section 3.08 below) by more than twenty-five percent (25%).

G. CONTRACTOR shall conduct testing procedures in accordance with the applicable ASME A17.1 standards at intervals specified and, if applicable, with the local code requirements in place at commencement of the Contract, complete and execute all Governing Authority filing procedures including payment of all associated fees or other charges, and forward confirmation of all required filings to MINNESOTA STATE representative within ten (10) days of the date the test procedure was completed. Any fines incurred for failure to complete required testing or for filing irregularities will be paid by CONTRACTOR.

2.14 MAINTENANCE OF ELEVATORS EQUIPMENT COVERAGE

A. Subsequent Equipment Modernizations/Alterations/Upgrading - Group B Units Only

1. Full comprehensive service and repair coverage shall be included under the terms of this Agreement when equipment and/or component systems represented herein are modernized, modified or upgraded by the CONTRACTOR. If new maintenance pricing is included as part of a MINNESOTA STATE specified modernization, modification or upgrading project, such pricing shall supersede and become a part of the Agreement.
2. Changes in equipment necessitating continuing full maintenance coverage may be initiated by MINNESOTA STATE under a separate voluntary extra cost upgrading agreement with or without the CONTRACTOR’s permission or direct authorization and involvement before the work is performed.

3. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability or the CONTRACTOR’s inability to maintain these systems in accordance with the Contract specifications shall be fully covered under the Agreement regardless of application, method or cost assignment for the life of the Contract.

B. MINNESOTA STATE specified modernizations, modifications or other upgrading of systems and parts that are awarded to and completed by another CONTRACTOR shall be removed from coverage under the Agreement at a date to be solely determined by MINNESOTA STATE.

C. CONTRACTOR Installed Maintenance and Diagnostic Aids

1. The CONTRACTOR may install, or already have installed, Maintenance and Diagnostic Aids provided the installed equipment does not interfere with the safety and operation of the maintained equipment and is installed according to all applicable building code requirements. All required permit fees shall be paid by the CONTRACTOR. The CONTRACTOR assumes all liability related to any equipment installed under this Section including patent and software copyright infringement liabilities. The CONTRACTOR may remove equipment installed under this Section at any time, subject to the requirements of the Contract and must verify the integrity of the original design and operation when the equipment is removed.

2.15 SPARE PARTS

A. The CONTRACTOR shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include, but are not limited to, contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, guides and an assortment of hardware.

B. Major electronic and mechanical assemblies routinely considered by the industry to be replaceable units shall be available for emergency shipment from the maintaining company or their supplying vendor within twenty-four (24) hours.

2.16 RECORD DRAWINGS
A. CONTRACTOR shall provide (if CONTRACTOR is the installer or manufacturer, otherwise the will provide) and maintain (mark-up drawings with any and all changes) two (2) complete sets of updated electrical wiring diagrams and drawings. One set shall remain in the appropriate equipment machine room and the other set on file with MINNESOTA STATE and both sets shall become the property of MINNESOTA STATE for each group and/or individual system.

2.17 INFORMATION LIBRARY REQUIREMENTS

A. The CONTRACTOR shall have and maintain, for the duration of the Agreement, a reference library of information containing, but not limited to, the applicable and current ANSI/ASME A17.1 and A17.3 Safety Code for Elevators and Escalators, current ANSI/ASME A17.2 Inspector’s Manual, manufacturer’s lubrication specifications and schedules, Service manuals, equipment schematics (motion and logic), parts and assembly list and other basic information needed to properly test, adjust and maintain the equipment covered by the Agreement. If technical documentation unique to MINNESOTA STATE’s installation is not available to the CONTRACTOR, MINNESOTA STATE shall assist the CONTRACTOR in obtaining that information which is available to MINNESOTA STATE.

2.18 MATERIALS AND WORKMANSHIP

A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the CONTRACTOR should receive written notification from MINNESOTA STATE stating the presence of inferior, improper, or unsound materials or workmanship, the CONTRACTOR shall, within twenty-four (24) hours, proceed to remove such work or materials and make good all other work or materials damaged thereby. If MINNESOTA STATE permits said work or materials to remain, MINNESOTA STATE shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the CONTRACTOR, at any time during the Contract term; and neither payments made to the CONTRACTOR, nor any other acts of MINNESOTA STATE shall be construed as evidence of acceptance and waiver.

2.19 OBsolescence – GROUP B UNITS ONLY

A. “Component Obsolescence” is defined in the Contract as the inability to purchase or repair parts of the equipment no longer produced by the O.E.M or a third-party after-market supplier.
B. In the event equipment or a component part thereof, as covered under this Contract, becomes subject to Component Obsolescence or cannot be repaired using readily available components and labor, the condition shall be reported to Consultant and Manager with the following information:

1. Alternative equipment or component parts renewal options for restoration of the system due to Component Obsolescence.

2. Procurement and installation time for restoration of system service.

4. Any local law, safety code, or other Applicable Law requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests and approvals).

C. Payment for Component Obsolescence services shall be based on the extra cost to CONTRACTOR only, as follows:

1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
   a. Contractual hourly rate schedule as provided under Exhibit H within the previously posted RFP shall be used to compute the extraordinary labor charge if applicable.
   b. Actual material extra cost to CONTRACTOR minus the value of the standard component replacement cost plus a maximum of five percent (5%) mark-up on the cost variance only.
   c. At MINNESOTA STATE's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.

2. After MINNESOTA STATE’s authorization to proceed with an alternative Component Obsolescence repair and approval of the relative extra cost, if any, CONTRACTOR shall immediately perform such work and restore operating services.

D. MINNESOTA STATE shall retain the right to competitively bid Component Obsolescence repairs and replacements. Such work performed by another qualified CONTRACTOR shall not diminish or otherwise alter the coverage provided under this Contract, subject to the following:

1. CONTRACTOR has the right to inspect Component Obsolescence work performed by others; and, when conditions warrant, decline to maintain Component Obsolescence work to which CONTRACTOR has a reasonable
objection, provided that a qualified third-party consultant shall be commissioned to evaluate the conditions and render a decision regarding the acceptability of the Component Obsolescence work. If the third-party consultant determines the Component Obsolescence work is acceptable, then maintenance thereof shall be included in CONTRACTOR’s Work under the Contract.

PART 3 – PERFORMANCE, GUARANTEES AND PENALTIES

GROUP A UNITS ONLY

3.01 CONTRACTUAL REQUIREMENT GUARANTEE

A. MINNESOTA STATE may have the CONTRACTOR’s work and system performance checked by a Consultant to ensure the CONTRACTOR is performing in accordance with the Contract. If MINNESOTA STATE or the Consultant determines that the contractual requirements are not being maintained, MINNESOTA STATE may retain the monthly payment to the CONTRACTOR until MINNESOTA STATE, or the Consultant verifies that the work performance is back to standard. The CONTRACTOR shall pay re-inspection costs incurred by MINNESOTA STATE for a Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by MINNESOTA STATE or the Consultant (two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, MINNESOTA STATE has the right to immediately cancel the Contract or to pursue any other available remedy.

3.02 MINIMUM HOUR GUARANTEE

A. CONTRACTOR’s failure to provide the specified Monthly Minimum Hours for routine preventative maintenance on an average quarterly basis shall result in the CONTRACTOR paying monetary damages by providing a refund to MINNESOTA STATE for the unexpended hours at the “Straight Time Rate Hourly Selling Price” or overtime rate, if appropriate, for Maintenance Mechanics listed in Exhibit H. The amount to be refunded shall be deducted from the monthly maintenance fee in the month(s) following the anniversary date of the Contract or refunded by check at the option of MINNESOTA STATE. The amount shall be determined as part of the annual review of reports required in Sections 2.12 and 2.13. If the CONTRACTOR fails to provide the required Monthly Minimum Hours for routine preventative maintenance for six (6) consecutive months, MINNESOTA STATE has the right to immediately cancel the Contract or to pursue any other available remedy.
3.03 ENTRAPMENT CALLBACK GUARANTEES

A. Entrapment Callback Response Time Guarantee

1. CONTRACTOR’s failure to comply with the callback entrapment response times contained in Section 2.11 will result in CONTRACTOR paying liquidated damages for the applicable callback(s) time, including travel time, at the billing rates listed in Exhibit H, price adjusted as appropriate.

GROUP B UNITS ONLY

3.04 CONTROL SYSTEM PERFORMANCE

A. The control system shall be maintained to provide smooth acceleration and retardation. CONTRACTOR must maintain the equipment in accordance with the O.E.M. design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed thirty (30) pounds. The Work and the equipment shall comply with the following Performance Criteria:

1. Contract speed shall be provided in both directions of travel with a full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than that listed in “Table 3” of the appropriate “Equipment Coverage Attachment” (performance parameters specified in “Table 3” will not supersede O.E.M. specifications).

2. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of one hundred twenty-five percent (125%) of the rated capacity.

3. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within the tolerance listed in “Table 3” of the appropriate “Equipment Coverage Attachment” without re-leveling regardless of load (performance parameters specified in “Table 3” will not supersede O.E.M. specifications).

4. Ride Quality: The CONTRACTOR will be required to maintain the ride quality parameters specified in “Table 3” of the appropriate “Equipment Coverage Attachment” provided the units were specified to meet or exceed those requirements at the time of installation. Realignment of guide rails due to building movement, except for normal compression, is excluded.
5. Sound Quality: The CONTRACTOR will be required to maintain the sound quality parameters specified in “Table 3” of the appropriate “Equipment Coverage Attachment” provided the units were specified to meet or exceed those requirements at the time of installation.

B. CONTRACTOR’s failure to comply with the Performance Criteria above or contained in the appropriate Equipment Coverage Attachment shall subject CONTRACTOR to payment of liquidated damages as follows:

1. If any vertical transportation unit fails to meet the Performance Criteria in items 1, 2 or 3 above and/or the appropriate “Equipment Coverage Attachment”, or both, and corrections to return the unit to Contract compliance within thirty (30) days of written notification by a MINNESOTA STATE representative are not completed, the Monthly Fee for that unit shall be reduced during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by unit and year; that is, if a reduction is warranted for multiple years, the Monthly Fee for the unit in each ensuing year will be reduced from the previous year’s amount by an additional ten percent (10%) per year. If more than 1 unit, or any simplex unit, in any bank of elevator fails to meet the Performance Criteria in items 4 or 5 above or the appropriate “Equipment Coverage Attachment” and corrections to return the unit to Contract compliance within ninety (90) days of written notification by MINNESOTA STATE are not completed, MINNESOTA STATE has the right to immediately terminate the Contract or to pursue any other available remedy.

3.05 SYSTEM RESPONSE TIME PERFORMANCE

A. The group supervisory and individual unit control systems shall be maintained to provide overall satisfactory service levels as designed by the O.E.M.

B. At the request of MINNESOTA STATE, CONTRACTOR shall provide a computerized traffic study with a summary report that at a minimum details’ hall waiting times by floor and direction of travel. CONTRACTOR shall use a Delta Analyzer or similar device to record the data for such traffic study.

3.06 CONTRACTUAL REQUIREMENT GUARANTEE

A. MINNESOTA STATE may have CONTRACTOR’s performance of the Work checked by a MINNESOTA STATE representative, and may have the equipment checked by a MINNESOTA STATE representative, to ensure CONTRACTOR’s
performance of the Work is in compliance with the Contract. If it is determined that the requirements of the Contract are not being maintained, MINNESOTA STATE may withhold monthly payment until a MINNESOTA STATE representative verifies that the Work performance is in compliance. CONTRACTOR shall pay re-inspection costs incurred by MINNESOTA STATE by deduction from the Monthly Fees. If two (2) consecutive inspections (conducted within one [1] year but more than sixty [60] days apart) by a MINNESOTA STATE representative indicate that the requirements of this Contract are not being maintained, MINNESOTA STATE shall have the right to immediately terminate the Contract or to pursue any other available remedy.

3.07 MINIMUM HOUR GUARANTEE

A. CONTRACTOR’s failure to provide the specified Monthly Minimum Hours for routine preventative maintenance on an averaged quarterly basis shall result in the CONTRACTOR paying monetary damages by providing a refund to MINNESOTA STATE for the unexpended hours at the “Straight Time Rate Hourly Selling Price” or overtime rate, if appropriate, for Maintenance Mechanics listed in Exhibit H within the previously posted RFP. The amount to be refunded shall be deducted from the monthly maintenance fee in the month(s) following the quarterly date of the Contract or refunded by check at the option of MINNESOTA STATE. The amount shall be determined as part of the quarterly reports required in Sections 2.12 and 2.13. If the CONTRACTOR fails to provide the required Monthly Minimum Hours for routine preventative maintenance for two (2) consecutive quarters, MINNESOTA STATE has the right to immediately cancel the Contract or to pursue any other available remedy.

3.08 CALLBACK GUARANTEES

A. Callback Rate

1. Callbacks shall be monitored and reported quarterly on an annualized basis. For measurement purposes callbacks shall be grouped and averaged on an annualized basis by common control group. Callbacks for items not covered by the Contract (i.e., vandalism, water or fire damage callbacks that have been billed to the customer and paid by mutual agreement) will not be included in the calculation.

2. Annually, within sixty (60) days of the anniversary date of the contract, the CONTRACTOR and MINNESOTA STATE will review the callback data submitted with the annual Inspection and Evaluation report. If the annualized callback rate for any grouping exceeds the rate(s) provided in the appropriate “Equipment Coverage Attachment” (Attachment 1 and
Exhibit H and J within the previously posted RFP) by more than twenty-five percent (25%), the maintenance fee for each unit in that grouping will be reduced, as monetary damages, during the next twelve (12) months (until the next annual calculation) by ten percent (10%). The reduction will be cumulative by group and year, that is, if a reduction is warranted for multiple years, the monthly fee for each ensuing year will be reduced from the previous year’s amount by an additional ten (10%) per year. If reductions in maintenance pricing due to excessive callbacks occur for two (2) consecutive years, MINNESOTA STATE has the right to immediately cancel the Contract or to pursue any other available remedy.

B. Entrapment Callback Response Time Guarantee

1. CONTRACTOR’s failure to comply with the callback entrapment response times contained in Section 2.11 will result in CONTRACTOR paying liquidated damages for the applicable callback(s) time, including travel time, at the billing rates listed in Exhibit H within the previously posted RFP, price adjusted as appropriate.

3.09 RELIABILITY GUARANTEE

A. CONTRACTOR shall use its best efforts to correct any system or individual malfunction that requires the removal of a vertical transportation unit from normal operating service within forty-eight (48) hours of the failure. (Forty-eight (48) hours in this paragraph means within two full Regular Working Days.)

B. If the unit is not returned to service within the specified time allotment, the CONTRACTOR shall reduce the subsequent monthly maintenance charge for the unit by amount equal to fifty percent (50%) of the total monthly unit price for each twenty-four (24) hour period the unit is out of service from the date of system malfunction. Any overtime required beyond the required timeline established in A above shall performed at no cost to MINNESOTA STATE.

1. However, CONTRACTOR shall not be penalized for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of the Agreement, or repairs to items not covered under the Agreement.

C. Only 1 elevator is allowed to be out of service for routine maintenance at any time in any bank of units. If an elevator is out service for routine maintenance and another elevator or escalator malfunctions, the elevator that is out for routine service shall be restored to normal operation, as long as the other
vertical transportation unit remains out of service, at no additional cost to MINNESOTA STATE.

3.10 DATA GUARANTEE

A. The CONTRACTOR warrants that all data supplied in securing this Contract will remain valid for the duration of this Contract. If any changes occur relative to the information provided, MINNESOTA STATE has the right to immediately cancel the Contract or to pursue any other available remedy.

B. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act.

3.11 REPORTING GUARANTEE

A. CONTRACTOR’s failure to provide Quarterly Reports within the time frame specified in Section 2.08 will result in an automatic ten percent (10%) reduction of the Monthly Fee for a three (3) month period as liquidated damages. Liquidated damages will be cumulative quarter to quarter. If the Quarterly Report requirements are missed for two (2) consecutive periods, MINNESOTA STATE has the option to immediately terminate the Contract or to pursue any other available remedy.

B. Failure to provide Efficiency and Maintenance Survey Inspection Reports within the time frame specified in Section 2.10 will result in an automatic reduction of the Monthly Fee of ten percent (10%) for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly reporting requirements are missed for two (2) consecutive periods, MINNESOTA STATE has the option to immediately cancel the Contract or to pursue any other available remedy.

C. Failure to provide and maintain a code-compliant Maintenance Control and Recordkeeping system as specified in Section 2.12 above will result in an
automatic reduction of the Monthly Fee of ten percent (10%) for a one (1) year period as liquidated damages. Liquidated damages will be cumulative year to year. If the yearly recordkeeping requirements are missed for two (2) consecutive periods, MINNESOTA STATE has the option to immediately terminate the Contract or to pursue any other available remedy.

3.11 TESTING GUARANTEE

A. Traction Elevators – Failure to complete the code required annual no-load and/or five-year full load safety test(s) within thirty (30) calendar days of the scheduled due date listed in the Attachments and in the Exhibits within the previously posted RFP will result in an automatic reduction of the monthly contract price of fifty percent (50%) for each thirty (30) day period the test(s) are overdue. If the test(s) become overdue the thirty (30) day grace period is eliminated and any penalties will be applied from the due day. (Example: test(s) are forty-five (45) days overdue; penalty will be fifty percent [50%] of two (2) months billing).

B. Hydraulic Elevators - Failure to complete the code required annual no-load pressure test(s) within thirty (30) calendar days of the scheduled due date listed in Attachments and in the Exhibits within the previously posted RFP will result in an automatic reduction of the monthly contract price of fifty percent (50%) for each thirty (30) day period the test(s) are overdue. If the test(s) become overdue the thirty (30) day grace period is eliminated and any penalties will be applied from the due day. (Example: test(s) are forty-five (45) days overdue; penalty will be fifty percent [50%] of two (2) months billing).

3.13 RESTRICTED DOOR OPENING GUARANTEE

A. If an elevator is furnished with a restricted door opening device and said device is inoperable in a manner or pattern that indicates its ability to function as intended was other than by random failure the monthly contract price for that elevator will be reduced by fifty percent (50%) for each full and/or partial thirty (30) day period the device is inoperative after CONTRACTOR has been notified as liquidated damages if requested by MINNESOTA STATE. (Examples: 1) the device is inoperative, as defined above, for forty-five [45] days; liquidated damages will be fifty percent [50%] of two [2] months billing; 2) the device is inoperative, as defined above, for one [1] day; liquidated damages will be fifty percent [50%] of one [1] months billing). Final determination for why a restricted door opening device is inoperable will be made by MINNESOTA STATE.

PART 4 - SUPPLEMENTAL CONDITIONS

4.01 PRICE ADJUSTMENT
A. Labor Contracts and Overtime: It is further understood and agreed that the CONTRACTOR shall furnish to MINNESOTA STATE, in duplicate, a copy of his current labor contract and any subsequent labor contracts effective during the term of this Contract pertaining to his elevator maintenance personnel, and the CONTRACTOR further agrees to furnish any additional information concerning overtime charges to MINNESOTA STATE at any time upon request.

B. Either the CONTRACTOR or MINNESOTA STATE shall be entitled to review of CONTRACTOR’s labor and material costs for the purpose of adjusting the maintenance fee thirty (30) days prior to the commencement of the second and third years under the term of this Contract (or thirty (30) days prior to the commencement of each renewal year hereunder). Proposed changes submitted less than thirty (30) days prior to said date will not be considered until the next year.

C. Upon submission of proof, satisfactory to MINNESOTA STATE or the CONTRACTOR, as the case may be, that the CONTRACTOR’s actual labor and/or material costs for performance of service have changed, the monthly price for service coverage shall be adjusted in an amount equal to the established variance based on the following formula:

1. Eighty percent (80%) of the fee shall be used to represent the labor portion of the Contract.

2. Twenty percent (20%) of the fee shall be used to represent the material portion of the Contract.

D. The current labor portion of the Contract shall be increased or decreased by the percentage of increase or decrease of the current straight-time hourly rate for a mechanic, compared with same rate used for the previous year’s labor portion of the Agreement.

1. The initial base labor amount is $______. This represents the Maintenance Mechanic’s hourly wage with associated costs of fringe benefits.

E. The current materials portion of the Contract shall be adjusted based on the established monthly difference in the "Wholesale Metals and Metal Products Index" as published by the United States Department of Labor, Bureau of Labor Statistics.

1. Using February 2019, as the base month, the material factor is ________.
F. Annual adjustments shall be effective the first day of the new Contract and shall remain unchanged for the next twelve (12) months.

G. Notwithstanding anything to the contrary, the maximum annual increase in Contract payments shall not exceed four percent (4%) of the total Contract payments for the preceding Contract year.

4.02 CHANGES IN SCOPE

A. MINNESOTA STATE may at any time, by written order, make changes within the general scope of this Contract in the work and service to be performed. If any such changes cause an increase or decrease in the CONTRACTOR’s cost of, or the time required for, the performance of this Agreement, an equitable adjustment shall be made, and the Contract modified in writing accordingly. If MINNESOTA STATE and CONTRACTOR fail to agree upon the adjustment to be made, MINNESOTA STATE reserves the right to solicit bids from other vendors for the performance of the additional work.

B. When MINNESOTA STATE removes one or more elevators named in this Contract from service in order to perform work on such elevators that is outside the scope of the Contract, the monthly payments due the CONTRACTOR and the minimum maintenance hours required to be provided by the CONTRACTOR will be reduced accordingly. The CONTRACTOR shall be notified, in writing, by letter or contract change order, at least three (3) full working days in advance of the elevator(s) being removed from, or returned to, service. If the elevator(s) is to be removed from service for thirty (30) consecutive calendar days or less, MINNESOTA STATE will negotiate an equitable adjustment with the CONTRACTOR and make the necessary adjustments on the monthly invoice authorizing payment. If the elevator(s) is to be removed from service for more than thirty (30) consecutive calendar days, MINNESOTA STATE will issue a modification to the Contract and negotiate an equitable adjustment in the Contract price in accordance with Changes in Scope section.

4.03 PAYMENT/TERMS

A. MINNESOTA STATE agrees to pay the CONTRACTOR fees on a monthly basis for the term of the Agreement, subject to the credits, discounts, price adjustments and performance guarantees as specified on the bid form.

B. Monthly invoices shall indicate the base monthly portions of the Contract amount due under the Agreement for maintenance services. Adjustments to the base monthly billing shall be itemized as to reason and amount.
C. Extraordinary work and/or other work, as approved in writing by MINNESOTA STATE, except overtime callbacks, shall be invoiced separately upon completion and acceptance of the work or other services performed. Completion and acceptance of the work shall include submission by the CONTRACTOR of an approved permit and evidence of proper closure if a permit is required by jurisdictional authorities for the work performed. All work, necessitated by this Paragraph, will be performed at a fee not to exceed the rates provided in Exhibit H within the previously posted RFP, as periodically adjusted by the terms of this contract.

D. Payments for services rendered shall be made on a monthly basis on an individual invoice for units identified in Exhibit H within the previously posted RFP.

E. Except for emergency callback premiums, all claims for compensation in excess of the normal monthly maintenance billing referred to above shall be approved in writing by MINNESOTA STATE prior to completing the work in question.

PART 5 - MAINTENANCE SPECIFICATIONS INTENT

5.01 INTENT

A. The purpose of the Agreement is to state and define the terms and conditions under which the CONTRACTOR shall provide limited maintenance services for the vertical transportation systems identified as Group A units, full comprehensive maintenance and repair services and for the vertical transportation systems identified as Group B units, and the terms and conditions under which MINNESOTA STATE shall compensate the CONTRACTOR for such services rendered.

B. It is the intent of the Contract to ensure that all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee MINNESOTA STATE that the absence of a particular item of work, service or procedure shall not alleviate the CONTRACTOR of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the Agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.

C. Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless
there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the CONTRACTOR to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.
1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

**TABLE 1**

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1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. CONTRACTOR shall maintain, repair, or replace the following:

1. Minor components costing $100.00 or less prior to any CONTRACTOR mark up on an individual basis. Labor to install these components ($100.00 or less) is excluded.
ATTACHMENT 1B

GROUP B UNITS
VERTICAL TRANSPORTATION
FULL COVERAGE MAINTENANCE CONTRACT AND SPECIFICATIONS
EQUIPMENT COVERAGE ATTACHMENT
TRACTION & HYDRAULIC ELEVATOR

1.01 CONTRACT SPECIFIED SERVICE PROVISIONS

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1.02 REPAIRS, RENEWALS AND REPLACEMENTS

A. Automatic door systems, power operated door systems and manual door/gate systems complete.
   1. Power operator and engagement linkages.
   2. Car door top track and hanger roller assemblies.
3. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.

4. Car gates, bottom guides, retainers, fire stops, gibbs, entrance sills and threshold plates, gate handles and protection guards.

5. Electrical safety switches and activation mechanisms, door protective and retracting devices, and power door operators.

6. Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.

B. Car frame, platform and car safety devices complete.

1. Crosshead, stiles, hitch plates, tie rods, supports and related structures.

2. Car guides, shoes, stands, spindles, gibbs, rollers and tensioning devices.

3. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.

4. Car fans, blowers and cab ventilation systems.

C. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete.

1. Geared traction and winding drum units, gearless traction and related systems complete.

2. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheave, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.

3. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.

4. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.

D. Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.

1. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
2. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.

3. Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.

4. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.

E. Car and counterweight safety systems.

1. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.

2. Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.

F. Hoistway and pit equipment.

1. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.

2. Wire ropes, chains and cables used for suspension, compensation, safety and selector encoding with related hitch and connection hardware complete.

3. Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.

4. Overhead machine room, secondary and 2:1 wire rope sheave, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.

5. Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.

6. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, “S” hooks, guidance systems and all related hardware.

7. Counterweight assemblies, guides, rollers, stands, strike plates, safeties and hitch devices.

8. Car and counterweight buffer, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.

9. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs and guards.

G. Operating and signal fixtures with electrical wiring.
1. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.

2. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.

3. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.

4. Emergency lighting systems, emergency communication devices, and signal systems complete.

5. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.

6. CONTRACTOR shall be responsible for allowing access to building personnel for re-lamping all lighting fixtures in the pit, machine room, cab and hoistway as required. Access to these areas will not be an additional charge to MINNESOTA STATE.

H. Hydraulic systems’ components, including but not limited to, tanks, valves, pump, cylinder head, above ground piping, hoses, fittings including shutoff valves, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices, overflow devices, rescuivator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, rupture valves, viscosity control and oil cooling devices, heaters and shut-off valves.

I. The following parts are excluded: Main line power switches and fuses, car enclosure, car doors, hoistway enclosures, hoistway doors and door frames, buried hydraulic piping, cylinder and conventional below grade plunger assemblies.

1.03 PERFORMANCE PARAMETERS

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<tr>
<td><strong>Parameter</strong></td>
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<tr>
<td>Contract Speed</td>
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<tr>
<td>Leveling Accuracy</td>
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<tr>
<td>Door Open Speed in Seconds (Average 42” Center Opening Doors)</td>
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<tr>
<td>Door Close Speed in Seconds (Average 42” Center Opening Doors)</td>
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<td>Parameter</td>
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<tr>
<td>Door Close Speed Nudging in Seconds (Average 42” Center Opening Doors)</td>
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<td>Door Nudging Activation in Seconds</td>
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<td>Door Dwell - Car Call in Seconds (ADA Compliant)</td>
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<td>Door Dwell - Hall Call in Seconds (ADA Compliant)</td>
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<td>Performance Time in Seconds (12’ floor height)</td>
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<tr>
<td>Ride Quality</td>
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<tr>
<td>Sound Quality (during door operation, with fan running)</td>
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</table>

**Note:** Doors speeds are provided for forty-two inches (42”) center opening stainless steel doors. Speeds for other size doors will be in the same proportion to the code required speeds.
The above ADDENDUM Number One shall be attached to and become part of the bid. Receipt of this Addendum No. 1 shall be acknowledged by including it with the bid. Failure to do so may subject BIDDER to disqualification.

END OF ADDENDUM NO. ONE

St. Cloud State University
Business Office AS-123
720 4th Avenue South
St. Cloud, MN  56301-4498

Ted Mears
Director of Purchasing

Dated this 15th day of May, 2020.