

CALL FOR BIDS
CITY OF MINNEAPOLIS
MINNESOTA

Official Publication No. 8234

February 3rd, 2016

PURCHASING DEPARTMENT
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

Public Works – Traffic and Parking Services

AN AFFIRMATIVE ACTION EMPLOYER

For information call
David E. Schlueter, (612) 673-2834
david.schlueter@minneapolismn.gov

"BIDS FOR VERTICAL TRANSPORTATION MAINTENANCE SERVICES"

To provide all materials, labor, equipment and incidentals necessary for the provision of Vertical Transportation Maintenance Services for the City of Minneapolis, all in accordance with the provided specifications and bid form.

Complete project documents are available for electronic download at the following link:

<http://www.minneapolismn.gov/finance/procurement/bidopenings/formal>

All addendums can be found online; please check the above website BEFORE submitting your completed bid response. **It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.**

Please e-mail questions concerning this solicitation to david.schlueter@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

A pre-bid meeting will be held on February 11th, 2016 at 10:00 AM at the Hawthorne Transportation Center Conference Room – 33 North 9th St. – Minneapolis, MN. All interested bidders are encouraged to attend this meeting.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2012 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at LCPtracker.net. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.mn.us/civilrights/contractcompliance/faq. Questions may be directed to the Department of Civil Rights at contractcompliance@minneapolismn.gov.

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 Business Data. This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses.

After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link: http://www.minneapolismn.gov/sustainability/approach/policies/sustainability_purchasing

Prompt Payment: Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

Conflict of Interest/Code of Ethics: Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale of purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

The contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

Official Publication No. 8234
Published in Finance and Commerce – February 3rd and February 10th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, February 24th, 2016** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Bids must be accompanied by a bid deposit in the amount of **2%** of the total amount bid in the form of a certified check or bidder's corporate surety bond made payable to the Minneapolis Finance Officer.

Successful bidder will be required to enter into a formal contract and provide a Performance Bond and Payment Bond in the full amount of the contract.

A contractor responding to this solicitation document shall submit to the City of Minneapolis a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, Section 16C.285 subdivision 3.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department
Offl. Publ. # 8234 – BIDS FOR VERTICAL TRANSPORTATION MAINTENANCE SERVICES
Bids opened 10 AM, Local Time, February 24th, 2016
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

TWO complete bid form responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

Bids – City General Requirements

(Revised: March 2015)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

1 City's Rights

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

2 Equal Opportunity and Non-Discrimination

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an “affirmative action plan” approved by the City prior to entering into the Contract.

3 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a Certificate of Insurance ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Contract will be contingent upon the City's receipt of the required proof of insurance coverage.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the Minnesota statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, with coverage for products - completed operations, personal and advertising injury, fire damage and medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "Additional Insured." The coverage amount may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an "Additional Insured."

4 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, attributable to the negligent or otherwise wrongful acts or omissions of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

5 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

6 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. **The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein.**

7 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

8 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9 Prior Uncured Defaults

Pursuant to City Code of Ordinances, Section 18.115, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

11 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "government entity."

The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14 Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

15 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

17 Conflict and Priority

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

18 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

19 Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20 Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

22 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

23 Intellectual Property

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, "intellectual property" shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf.

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25 Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

26 Small & Underutilized Business Program (SUBP)

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

27 City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all “Data Sets” as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City’s use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

28 Responsible Contractor Requirement

The Contractor represents that it is a “responsible contractor.” The term “responsible contractor” as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights (“MDCR”) director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination:**¹ The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer:** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan:** The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over \$50,000 with the City.
4. **Small and Underutilized Business Program (SUBP):** When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals:**² The contractor must make a good faith effort to meet the City’s aspirational construction workforce goals of **6%** female participation and **32%** minority participation.
6. **Prevailing Wage:**³ When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3:**⁴ When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement:** The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

¹ Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.

² See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.

³ See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.

⁴ See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

City of Minneapolis Small & Underutilized Business Program (SUBP) Requirements

I. Overview

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Chapter 423.40, applies to contracts in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

II. SUBP Goals

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

III. Certified MBEs/WBEs

The SUBP only recognizes MBEs/WBEs certified through the Minnesota Uniform Certification Program (MnUCP). To locate certified MBEs/WBEs, please visit the MnUCP online directory at: <http://mnu cp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

City of Minneapolis Small and Underutilized Business Program (SUBP)

Vertical Transportation Maintenance

This report lists MBES and WBES that have been certified by the Minnesota Uniform Certification Program (MnUCP) in scopes of services relevant to this project. If additional scopes of services are identified, the MnUCP online directory (<http://mnucp.metc.state.mn.us/>) should be utilized to find additional certified MBES and WBES in those scopes. Note that if a firm is certified as both MBE and WBE, that firm's participation will only count toward the MBE goal.

The scopes of services are categorized using the North American Industry Classification System (NAICS). For definitions and more information about NAICS Codes visit the U.S. Census Bureau (<http://www.census.gov/eos/www/naics/>).

Other Building Equipment Contractors					
A-1 ELEVATOR INC.	DARYL HENRY	A1ELEVATOR@YAHOO.COM	651-414-9041	651-414-9133	No

PREVAILING WAGE CERTIFICATE

SUBMIT WITH ORIGINAL COPY OF YOUR BID

Federal prevailing wage rates apply to this project. For a copy of the prevailing wage rates - visit:

<http://www.wdol.gov/dba.aspx>

Use the rates for State of Minnesota - Hennepin County (or Anoka if applicable)

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the wage decision.

SIGNATURE

Company Name

BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE

RETURN THIS FORM WITH YOUR BID

>

General Decision Number: MN160036 01/08/2016 MN36

Superseded General Decision Number: MN20150036

State: Minnesota

Construction Type: Building

County: Hennepin County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ASBE0034-009 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 34.37	28.68

BOIL0647-007 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.40	25.37

BRMN0001-047 05/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 35.70	17.59

BRMN0001-049 05/01/2015

Rates	Fringes
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TILE SETTER.....\$ 29.30 20.39

 * CARP0068-002 05/01/2015

	Rates	Fringes
LATHER.....	\$ 36.45	16.40

 CARP0322-004 05/01/2009

	Rates	Fringes
CARPENTER (Including Acoustical Installation, Drywall Hanging & Form Work)		
Non Wood Frame Construction.....	\$ 31.79	16.10
Wood Frame Construction.....	\$ 28.83	8.92

 ELEC0110-002 07/01/2013

	Rates	Fringes
ELECTRICIAN (Low Voltage, including wiring for Alarms).....	\$ 23.91	10.15+a,b

FOOTNOTES:

- a. 1 year service - 5 days paid vacation; 2 years service - 10 days paid vacation; 5 years service - 12 days paid vacation; 7 years service - 14 days paid vacation; 9 years service - 16 days paid vacation; 11 years service - 18 days paid vacation; 12 years service - 20 days paid vacation
- b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

 ELEC0292-011 05/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 36.53	26.08

 ELEV0009-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.93	28.385

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0049-042 05/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 37.74	17.15
GROUP 2.....	\$ 37.40	17.15
GROUP 3.....	\$ 35.99	17.15
GROUP 4.....	\$ 35.65	17.15
GROUP 5.....	\$ 35.48	17.15
GROUP 6.....	\$ 33.97	17.15
GROUP 7.....	\$ 32.85	17.15
GROUP 8.....	\$ 30.84	17.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over.

GROUP 2: Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over.

GROUP 3: Traveling Tower Crane; Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Tower Crane (Stationary) up to 200'; All-Terrain Vehicle Crane, Boom Truck over 100 ft, Dragline.

GROUP 4: Backhoe/Track/Trackhoe, Hoist (3 drums or more); Overhead Crane (inside building perimeter), Excavator.

GROUP 5: Asphalt Spreader, Bulldozer, Curb Machine, Drill, Forklift, Compressor 450 CFM or over (2 or more machines); Boom Truck up to 100 ft, Loader over 1 cu yd, Hoist (1 or 2 drums); Mechanic, Milling Machine, Roller, Scraper, Tractor over D2.

GROUP 6: Bobcat/Skid Loader, Loader up to 1 cu. yd., Tractor D2 or similar size.

GROUP 7: Compressor 600 CFM or over, Crane Oiler, Self Propelled Vibrating Packer.

GROUP 8: Oiler, Greaser (Tractor/Truck).

IRON0512-002 05/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING, AND STRUCTURAL.....	\$ 35.50	23.45

LABO0563-006 05/01/2012

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.46	15.82

Group 2.....\$ 28.96 15.82

LABORERS CLASSIFICATIONS

GROUP 1 - Common or General Laborer, Asphalt Raker, Asphalt Shoveler, Carpenter Tender, Concrete Saw, Form Stripping, Mason Tender (Brick, Cement/Concrete), Plaster Tender, Scaffold Builder (Brick and Masonry), Top Person, Vibrating Plate

GROUP 2 - Pipelayer, Bottom Person

LABO0563-007 01/01/2012		
	Rates	Fringes
LABORER (ASBESTOS ABATEMENT)		
Removal from Floors, Walls & Ceilings.....	\$ 27.33	14.94

PAIN0386-001 05/01/2012		
	Rates	Fringes
Drywall		
Finisher/Taper.....	\$ 30.17	18.67

PAIN0386-012 05/01/2014		
	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 32.88	18.46
Spray.....	\$ 32.88	18.46

PAIN1324-006 06/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 37.49	14.30

PLAS0265-005 06/01/2014		
	Rates	Fringes
PLASTERER.....	\$ 30.02	19.62

PLAS0633-054 05/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.39	16.60

PLUM0015-011 05/01/2015		
	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 38.11	20.42

FOOTNOTE:

Paid Holiday: Labor Day

PLUM0417-003 06/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.08	21.00

FOOTNOTE:

Paid Holidays: Memorial Day; July 4th; Friday before Labor Day; Labor Day; Columbus Day; & Thanksgiving Day

PLUM0539-001 05/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 37.72	24.49

ROOF0096-022 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 35.41	15.33

FOOTNOTE: Paid Holiday - Labor Day

SHEE0010-052 05/01/2009

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct and System Installation).....	\$ 38.46	18.34

FOOTNOTE: Paid Holiday: Labor Day

TEAM0346-005 05/01/2015

	Rates	Fringes
TRUCK DRIVER		
2-Axle Dump Truck.....	\$ 26.40	14.45
3-Axle Dump Truck.....	\$ 26.65	14.45

SUMN2009-045 07/27/2009

	Rates	Fringes
INSTALLER - SIGN.....	\$ 20.32	5.05
LABORER: Landscape.....	\$ 12.88	4.61

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: OP 8234 – VERTICAL TRANSPORTATION MAINTENANCE SERVICES

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | The Contractor: <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: OP 8234 – VERTICAL TRANSPORTATION MAINTENANCE SERVICES

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. ...

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: OP 8234 – VERTICAL TRANSPORTATION MAINTENANCE SERVICES

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Request for Bids



City of Minneapolis
Department of Public Works
Traffic and Parking Services Division

***Bid for Vertical Transportation Maintenance (VTM) Services
in the Municipal Parking Ramp System***

**REQUEST FOR BIDS
FOR
VERTICAL TRANSPORTATION MAINTENANCE (VTM) SERVICES**

- I. INVITATION:** It is the intention of the City to solicit bids from qualified firms for the maintenance, operation and day-to-day management of the vertical transportation equipment in its system of sixteen municipal parking ramps. Within these sixteen ramps, there are 56 traction elevators, 18 hydraulic elevators and 16 escalators.

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Bid in order to select a qualified Vertical Transportation Equipment Firm (hereinafter referred to as the Contractor) for providing maintenance services (hereinafter called the Contract). The Contract is generally described in the “Scope of Services” (Appendix B), contained within this document, including descriptions of roles, responsibilities and relationship of the Contractor, City, and other parties involved in the Contract.

By submitting a bid, contractors are agreeing to combine all 16 ramps into one VTM contract and to terminate any existing VTM contracts with the City and/or Parking Ramp Operator for equipment currently being maintained. The date and time of existing contract termination shall be at the discretion of the City. Contractors that currently hold an existing VTM contract with the City (and either do not submit a bid or are not selected for performing this Contract), shall have their existing VTM contract honored for the duration of the existing contract time.

II. CONTRACT:

The contracting parties will be the City of Minneapolis and the Contractor. It is the intent of the City to award a single contract for a term of three (3) years with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

APPENDIX B

SCOPE OF SERVICES

1.01 INTENT

- A. Provide pro-active preventive maintenance for the equipment covered by the Agreement to facilitate the following:
 - 1. Consistent safe operation of equipment
 - 2. Maximum operational performance of equipment
 - 3. Maximum beneficial usage of equipment
 - 4. Maximum life cycle of equipment
 - 5. Reduction in quantity of VTM contracts
- B. Contractor expressly acknowledges that the City is relying on Contractor's professional expertise in performance of Services.
- C. For clarification elevators, escalators, moving walks, etc. may be referred to as "units" or "equipment".

1.02 CONTRACTOR SERVICES

- A. Services shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Scope of Services or reasonably inferred whether or not expressly stated herein.
- B. Contractor shall submit a written Maintenance Control Programs (MCP) specifically designed for the properties defining its planned preventive maintenance procedures to facilitate "Services" for all equipment included under this Scope of Services. Routine maintenance procedures shall include any unique or product specific procedures or methods required to inspect or test the equipment. MCP shall identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
- C. Coordinate and follow the directives of the City with respect to scheduling Services and any deliveries hereunder or at time or times further specified in other provisions of the Agreement.
- D. Services shall be performed as follows:
 - 1. In conformance with all provisions of the Agreement.
 - 2. In conformance with all legal statutes and code requirements.
 - 3. In conformance with all applicable original equipment manufacturer's specifications.
 - 4. In conformance with the written Maintenance Control Programs (MCP).
 - 5. In conformance with the City's rules, policies, regulations, and requirements for work at the Property, as modified and supplemented during term of the Agreement.
 - 6. In conformance with the City's requirements for cleanup using containers supplied by Contractor.
 - 7. To City's satisfaction.
 - 8. By qualified, careful, and efficient employees in conformity with best industry practices.
 - 9. Diligently and in a first class, complete, and workmanlike manner, free of defect or deficiency.
 - 10. In such manner as to minimize any annoyance, interference, or disruption to occupants of Property and their invitees.

- E. Materials: The term “materials” shall include all tangible property, whether designated as materials, goods, parts, or otherwise, and adhere to the following conditions/requirements:
1. Shall be new.
 2. Shall be best quality and suitable for their intended uses.
 3. Shall be obtained from or recommended by original manufacturer(s) of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturer(s). Equivalent parts may be used if approved by the City in writing.
 4. Parts requiring repair shall be rebuilt to “like new” condition.
 5. All lubricants shall be suitable for purpose intended and shall meet or exceed minimum requirements specified by original manufacturer of equipment to which the lubricant is applied.
 6. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to the City upon installation.
 7. Provide metal cabinets of suitable size for storage of materials in each machine room. No open storage of materials shall be permitted. Contractor shall stock cabinets with adequate renewal parts and lubricants to maximize beneficial usage of equipment covered by the Agreement.
 8. Lubricants, cleaning fluids, and all combustible liquids shall be stored in a metal cabinet in machine room and shall be disposed of in accordance with Federal or local jurisdiction guidelines. A metal can with lid shall be provided in each machine room for temporary storage of oily rags.
 9. Consideration shall be given in regard to obsolescence of systems, materials, or parts only when both the original equipment manufacturer(s) and after-market elevator industry suppliers no longer manufacture or rebuild required parts or assemblies. Rebuilt parts and/or assemblies are acceptable when documentation is provided indicating parts and/or assembly meets all design requirements of the original part and/or assembly.
- F. No parts or equipment required by Services may be removed from any City Property without written approval of the City. This does not include renewal parts stocked on site by Contractor, which shall remain Contractor’s sole property until installed on the equipment. Expediently replenish parts/materials as utilized.
- G. Initiate, maintain, and supervise all safety precautions and programs in connection with Services and comply with all applicable safety laws. Take all reasonable precautions for safety of the City, City’s tenants, City’s employees, Contractor’s employees, and other persons on or about Property.
- H. Repair, to satisfaction of the City, any damage to the Property and adjacent areas caused by performance of Services.
- I. Additional services:
1. Attendance and assistance at third party annual internal review of escalators.
 2. Performance of routine preventive maintenance procedures and scheduled repairs of specific elevators and escalators during other than the normal operating hours of the property.
 3. Attendance and assistance to facilitate cleaning of the exterior glass surface of elevator car enclosure(s) and the interior surface of the glass enclosed hoistways of elevators. This shall be accomplished on a semi-annual basis.
-

1.03 CONTRACTOR'S EMPLOYEES

- A. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by a designated Supervisor of Contractor on a quarterly basis to ensure all Services hereunder are properly performed. Contractor shall inform the City of the name of its Supervisor responsible for execution of Services and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify the City of site inspection and provide the City with written summary of findings within ten (10) working days after completion of site review.
- C. Contractor shall employ a sufficient number of trained and capable employees to properly, adequately, safely, and promptly provide Services. All matters pertaining to employment, training, supervision, compensation, promotion, and discharge of Contractor's employees are the responsibility of the Contractor, who is in all respects the employer and the City shall have no liability with respect thereto.
- D. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If the City, in the City's sole opinion, determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory Services, interfering with operation of Property, bothering or annoying any occupants, other contractors or subcontractors then at Property, or that such actions or conduct are otherwise detrimental to the City, then upon receipt of the City's written notice, Contractor shall immediately provide qualified replacement person(s).
- E. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by the City. Owner's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.
- F. Contractor agrees to provide the equivalent of one (1) full-time employee dedicated solely to performing the Contractor's Services for the units included in the agreement. In addition, Contractor agrees to provide one (1) half-time employee to assist with all escalator and elevator repair work, including all mandated, statutory testing and cleaning requirements. This is a minimum requirement and does not modify the requirements of 1.03 C., above. Specific staffing levels will be mutually agreeable to the City and Contractor and will be established prior to the commencement of services.

1.04 CONTRACTORS HOURS AND MANNER OF WORK

- A. Maintenance and Repair Services, except as otherwise noted under the Agreement, including unlimited emergency callback service, shall be performed during regular hours of regular working days of the Elevator Trade. Provide overtime callback service at no additional cost under the following conditions:
 - 1. Passenger entrapments.
 - 2. Elevator group control system malfunctions.
 - 3. Two (2) or more elevators out of service in any elevator group.
- B. Response time for callback service:
 - 1. During the hours identified in Item 1.04 A., Contractor shall arrive at Property within sixty (60) minutes from time of notification of equipment problem or failure by the City.

2. Contractor shall arrive at Property in response to passenger entrapment calls within thirty (30) minutes from time of call.
 3. After hours, Contractor shall respond to callback service within ninety (90) minutes from the time of notification by Owner.
 4. The City, at its sole discretion, may reduce the monthly Agreement amount by \$300/occurrence for Contractor's failure to meet callback response time.
- C. Callback is defined as any request for service or assistance by the City or the City's representative when any unit is not available for beneficial usage due to equipment shutdown or malfunction.
- D. If a unit is shut down due to equipment failure for more than seventy-two (72) continuous hours, maintenance billing for that unit shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs.
- E. Removal of units from beneficial usage to facilitate Services shall be coordinated with and approved by the the City and identified in the MCP, unless removal is necessitated for emergency repair or adjustment. The City agrees to permit Contractor to remove units from service for a reasonable time during hours identified in Item 1.04, A., to perform Services, with advance approval by the City.
- F. The parties understand and agree that Contractor shall not be permitted to charge the Owner for any travel time. Extra hourly charges, if any, may be invoiced only for actual Services or any Excluded Services (Item 1.05, H., 2) performed at the premises of the the City's Unit.

1.05 CONTRACTOR'S EXECUTION OF SERVICES

- A. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all vertical transportation equipment covered under the Agreement. Consistently maintain machine room(s), hoistway(s), pit(s), car top(s), and equipment in or on these areas in a clean condition. Consistently maintain escalator machine rooms, pits and the equipment in them in a clean condition. Escalator trusses, drip pans, and internal equipment shall be cleaned annually. During cleaning process, test and adjust all escalator safety switches.
- B. Check and adjust individual and/or elevator group operational system(s) at planned intervals in accordance with the MCP to ensure all control circuits and time settings are properly adjusted to minimize system response time to registered car and hall calls and maximize car and/or group operational performance.
- C. Lubricate equipment at intervals recommended by original equipment manufacturer or in accordance with the MCP as dictated by equipment use or adverse environmental conditions.
- D. Paint equipment at intervals to maintain a consistent professional appearance, prevent rusting, and preserve the equipment. Floors in machine room(s), machinery space(s), and pit(s) shall be painted "deck gray." All paint shall be suitable for the purpose intended, of high quality, and shall not emit noxious odors while curing. Schedule all painting procedures with Owner.
- E. Provide replacement lamps to maintain adequate lighting in elevator machine room, secondary sheave level(s), overhead sheave space(s), and pit(s).

- F. Repair damage to car and hoistway door finish when caused by improper adjustment or maintenance of associated door equipment.
- G. When, as a result of examination or testing of the equipment, Contractor code Authority Having Jurisdiction, or the City's 3rd Party Consultant identifies corrective action is required, Contractor shall proceed expeditiously to make required repairs, replacements, and adjustments. If Contractor believes such work is not Contractor's responsibility, a written report signed by Contractor, including cost and schedule for the work, shall be delivered to the City for further action with exception of a safety or potential safety situation, in which case, Contractor shall expeditiously correct the problem.
- H. Excluded Services:
 - 1. Installation of new attachments or performance of newly mandated tests recommended or directed by inspecting entities, insurance companies, and federal, state, or municipal governmental authorities subsequent to the date of the Agreement. In the event of new or retroactive requirements, required by such authorities, Contractor shall provide written notice and proposal to the City within ten (10) working days of effective date.
 - 2. Callbacks, repairs, modifications, adjustments, or replacements required due to negligence, vandalism, accident, or misuse of the equipment by anyone other than the Contractor, its employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
 - 3. Repair or replacement of Property items, such as hoistway or machine room walls, floors, car interior finishes, car finish floor material, hoistway entrance frames, car and hoistway door panels, car and hoistway door sills, signal fixture faceplates, and fire alarm initiating devices. Exception: see Item 1.05, F.
 - 4. Mainline and auxiliary disconnecting means, fuses, and electrical feeders to equipment control panel(s) in machine rooms.
 - 5. Lamps for normal car illumination.
 - 6. Failure or fluctuations of property electric power, air conditioning, or humidity control.
 - 7. Ingress by water or other material into machine room, hoistway, car enclosure, or pit.
 - 8. Owner loading unit in excess of its rated car capacity or load classification.
 - 9. Audio and visual devices.
 - 10. Shrinkage, settlement, or movement of building.
 - 11. Escalators : Cleaning, repair, or replacement of Property items such as wellway or machine room walls, finished exterior truss panels, skirt and deck panels, and balustrades.
 - 12. Escalators: Cleaning of handrails, step treads and risers, combplates and landing plates.
 - 13. Underground hydraulic piping and cylinders.
 - 14. Above exclusions shall apply except to the extent that they arise out of or are caused by the negligence, breach of contract, or breach of statutory duty of the Contractor, his employees, agents, subcontractors, or others for whom he is responsible.

1.06 CONTRACTOR COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all existing laws, codes, rules, and regulations set forth by appropriate authorities having jurisdiction in location where Services are performed. In the event of differing testing requirements between this Scope of Services requirements and local codes or ordinances, the more stringent requirement shall prevail.
- B. Schedule, coordinate, and complete statutory and other equipment tests including, but not limited to:
 - 1. Annual no load slow speed test of car and counterweight safeties, governors, and buffers.

2. 5-year, full load, full speed test of car and counterweight safeties, governors, and buffers.
 3. Monthly firefighters' service operational tests.
 4. Annual pressure relief tests on hydraulic elevators.
 5. Annual standby power operation test(s) on elevators.
 6. Annual Escalator step/skirt index test.
 7. Monthly operational tests: battery pack car emergency lighting, monthly car emergency communication device, and battery pack car lowering devices or car rescue devices.
 8. Annual Certification in accordance with required standards and local jurisdictions.
- C. Affix metal tags to the tested devices and provide the City with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule.

1.07 SPECIAL CONDITIONS

- A. Upon arrival and departure from property, all Contractor employees shall report to Security personnel via the intercom system and manually sign a log book indicating name of person, time of arrival, purpose of visit, i.e. callback, preventive maintenance, scheduled repair, Supervisor's inspection, etc., a brief description of work accomplished, including car and/or group designation, and time of departure. Logbooks shall be located in each elevator equipment room. Logbooks for escalators will be located in one of the building elevator equipment rooms. Provide signage inside escalator near controller indicating location of logbook. Conspicuously post written MCP and work log in each machine room. Maintain preventive maintenance history and testing logs in accordance with the MCP in the machine room. Data shall be accessible by the City via manual log or web access and hard copy printout at all times and without any action required by Contractor. Log or electronic printout shall include all entries for routine preventive maintenance, repairs, tests, callbacks, and Supervisor's inspection. Entries shall include date work is completed, Mechanic's or Supervisor's name, brief description of work completed, including unit number and number of units serviced, repaired or inspected, and the approximate time required for work excluding travel time to and from property. The City shall be allowed to inspect and copy log or electronic printout and maintenance history and schedule at any time. **Generic codes or descriptions are not acceptable documentation.**
- B. At least quarterly or more often if requested, provide summary and review of all callbacks and unit downtime with the City. The intent of this review is to minimize callbacks by developing consistent communication between the Contractor and the City relative to callback trends, unit downtime, and their causes.
- C. Maintain the City's complete set of straight line wiring diagrams in good condition. Drawings shall be consistently updated and properly noted with "as built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement, or equipment upgrades made by Contractor during the Agreement term. The City shall be allowed to reproduce these "as built" drawings and retain sole possession of these drawings in event the Agreement is cancelled. If the Agreement is cancelled, the City will withhold final payment due Contractor until all as built/as modified set(s) of wiring diagrams are delivered to the City.

- D. Equipment manufacturer's electronic diagnostic devices required to facilitate services, including fixed and hand held devices, shall be maintained and upgraded by Contractor during the term of the Agreement.
- E. Local or National inspection fees in regard to operation of equipment covered by the Agreement shall be paid by the City, with advance approval by the City. Fees for re-inspection due to Contractor's failure to expeditiously eliminate deficiencies covered by Services shall be paid by Contractor.
- F. The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:
 - 1. To treat and to obligate Contractor's employees, subcontractors, and suppliers to treat as confidential all such information whether or not identified by the City as confidential.
 - 2. Not to disclose any such information or make available any reports, recommendations, and/or conclusions which Contractor may make on behalf of the City to any person, firm, or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
 - 3. Contractor shall not, in the course of performance of the Agreement or thereafter, use or permit the use of the City's name or the name of any affiliate of the City, or the name, address, or any picture or likeness of or reference to the Property in any advertising, promotional, or other materials prepared by or on behalf of Contractor without the prior written approval of Owner.

1.08 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Equipment listing, type, and individual car performance requirements are covered under Appendices C and D of this Scope of Services. Equipment performance requirements indicated are the minimum standard and are not the sole criteria for judging Contractor's performance. Consistent failure to meet performance requirements shall be grounds for cancellation of the Agreement.
- B. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBA under any condition including car ventilation blower or fan on highest speed. Measured noise levels in car within the leveling zone or when car is stopped shall not exceed 60 dBA. There shall be no discernible sound in the elevator car from hoist machine, suspension means, sheaves, counterweight, pump unit, electrical power conversion unit(s), platform(s), car enclosure walls, or car and counterweight guide assemblies unless it is mutually determined by Contractor and the City that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under the Agreement.
- C. Contractor shall maintain a quiet and comfortable car ride with smooth acceleration, deceleration, and accurate stop. Door operation shall be smooth and quiet.
- D. Escalator Ride Quality:
 - 1. Horizontal acceleration during all riding conditions shall not exceed 10 mg peak to peak in the 1 – 10 range. Measurement ISO804.
 - 2. Deceleration shall be constant and not exceed 3 feet/second² in the down direction under any load condition including brake rated load.

- E. Escalator measured noise levels in the upper and lower return and/or machine areas shall not exceed 60 dBA under any condition. There shall be no discernible sound in the escalator from the machine, track system, chains, handrail drive, newel ends, or step/pallet assembly unless it is mutually determined by Contractor and the City that such sounds are attributable to the design of the equipment, provided such design exception shall not apply to the extent that Contractor has provided design or redesign Services under the Agreement.

1.09 CITY'S RIGHT TO AUDIT SERVICES

- A. The City reserves the right to make, or cause to be made, such audits and tests whenever necessary to ascertain that Services are being fulfilled. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall expeditiously correct deficiencies within thirty (30) working days at its expense.
- B. A qualified vertical transportation consultant may be retained by the City to perform audit of Services and mediate disputes.

1.10 PAYMENT AMOUNT AND ANNUAL LABOR/MATERIAL ADJUSTMENT

- A. During term of the Agreement, The City shall pay Contractor within sixty (60) days of the date of invoice for faithful performance of Services.
 - 1. The Agreement amount shall not be subject to review and adjustment until the end of initial 3-year term and each 12-month period thereafter. 80% of the Agreement price shall be adjusted to reflect increase or decrease in labor cost based on the straight time rate of Elevator Mechanics in area wherein equipment covered by the Agreement is located. The remaining 20% shall be adjusted to reflect increase or decrease in material cost based on Producer Price Index for Metals and Metal Products as published by United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be limited to a maximum of 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to the City of pending price adjustment for both labor and material.

1.11 INSURANCE REQUIREMENTS

- A. Contractor shall secure required insurance per City of Minneapolis requirements. See General Terms.

1.12 CANCELLATION

- A. The City shall have the right, at any time, to cancel the Agreement upon thirty (30) calendar day's prior written notice to Contractor.
- B. If the Agreement is cancelled, Contractor agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to the City or another Contractor designated by the City without detriment to rights of the City or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other contractors. Without limiting generality of foregoing, Contractor shall immediately deliver to the City all reports, records, as-built wiring diagrams, portable electronic diagnostic devices, access codes, and other materials and documentation related to and required to facilitate Services required by the Agreement. The City shall withhold payments due Contractor until receipt of required information and devices.
- C. If Property is sold or a change of management occurs, the Agreement shall remain in force unless cancelled by Contractor, City, or Management Company upon thirty (30) calendar day's written notice to other party.

- D. The City may choose to modernize a portion of vertical transportation units during term of the Agreement. Modernization is defined as replacement of elevator motion and supervisory control systems. If Contractor is considered in compliance with terms of the Agreement, Contractor shall be one of the Elevator Contractors requested to submit a modernization proposal. If Contractor is not the selected Modernization Contractor, the Agreement shall, upon written notice by the City to Contractor, be modified to reflect the reduction in number of units and pricing during the modernization and warranty period.

1.13 NOTICES

- A. All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the parties to the Agreement or such other address as the parties may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first-class pre-paid letter, email or facsimile transmission, and shall be deemed to have been served by hand when delivered, if by first class mail forty-eight (48) hours after posting, and if by email or facsimile transmission when dispatched, provided that a confirming copy is sent by first class pre-paid post to the other party at the address specified within twenty-four (24) hours after transmission.
- B. Each party will notify the other when they become aware of the death or injury to any person or damage to property arising from the use of the Equipment

1.14 CITY'S RESPONSIBILITIES

- A. Provide clear, safe, and convenient access to Property and equipment rooms.
- B. Maintain car lighting, telephone lines to controller terminal(s), equipment room electrical switch gear, and electrical feeders to unit controllers.
- C. Maintain equipment room heating and air conditioning systems.
- D. Maintain fire alarm initiating devices in elevator lobbies, machine rooms, hoistways, etc.
- E. Prevent storage of Property or other Contractors' equipment or supplies in unit equipment rooms and obstruction of equipment room access corridors and doors.
- F. Maintain standby power generator systems and related switch gear and feeders.
- G. Maintain equipment rooms, hoistways, wellways, and pits in code compliant dry condition.
- H. Coordinate with Contractor in regard to equipment retrofits such as security systems, new car interior finishes, car interior TV systems, etc.
- I. During Property construction and/or modernization, make provisions to limit infiltration of dust and debris into equipment and equipment spaces.

APPENDIX C

FACILITIES, EQUIPMENT LIST, CURRENT VENDOR

Parking Ramp	Location	Equipment Description			Current Vendor
		Traction Elevators	Hydraulic Elevators	Escalators	
Government Center	415 South 3rd Street	3			T-K*
11 th & Marquette	1111 Marquette Ave S.	4	1		Kone
11 th St. Underground	1030 2nd Ave S.	4		4	Kone
Plaza	117 South 12th Street	2	2		T-K
Leamington	1001 2nd Avenue S.	6	1	4	Kone
Haaf	424 South 4th Street	3			Kone
Fed Courts	333 3rd Ave S.		2		T-K
Riverfront	212 9th Ave S.	4			Kone
Mill Quarter	711 South 2nd Street		2		T-K
Vineland	727 Vineland Place		2		Otis
Hawthorne	31 North 9th Street	4	1		T-K
10 th & Hennepin	935 Hennepin Ave S.	2	2		Schindler
Ramp A	101 North 9th Street	11		2	Kone
Ramp B	516 2nd Avenue N.	8		4	Kone
Ramp C	318 2nd Ave N.	5	2		Schindler
11 th & Harmon	25 South 11th Street		3		Otis
Total:		56	18	14	

* ThyssenKrupp

APPENDIX D

EQUIPMENT PERFORMANCE STANDARDS

DOOR TIMES

DOOR OPEN/CLOSE TIME CHART*
(Seconds = ± 0.1)

HYDRAULIC ELEVATORS

DOOR WIDTH	Medium Speed Operator 1.5 f.p.s.			
	Side Open		Center Open	
	Open	Close	Open	Close
32"	2.5	3.2	1.8	2.2
34"	2.7	3.2	1.8	2.2
36"	2.8	3.4	1.9	2.2
38"	2.9	3.5	2.0	2.3
40"	3.0	3.8	2.0	2.3
42"	3.1	4.0	2.1	2.4
44"	3.2	4.1	2.1	2.5
46"	3.3	4.2	2.2	2.5
48"	3.5	4.4	2.2	2.7
50"	3.6	4.6	2.3	2.7
52"	3.7	4.8	2.3	2.8
54"	3.8	5.0	2.4	2.8
60"	4.1	6.1	2.6	2.9

TRACTION ELEVATORS

DOOR WIDTH	High Speed Operator 2.5 f.p.s.			
	Side Open		Center Open	
	Open	Close	Open	Close
32"	1.0	3.2	1.5	2.2
34"	2.0	3.2	1.5	2.2
36"	2.1	3.4	1.5	2.2
38"	2.1	3.5	1.6	2.3
40"	2.2	3.8	1.6	2.3
42"	2.3	4.0	1.6	2.4
44"	2.3	4.1	1.7	2.5
46"	2.4	4.2	1.7	2.5
48"	2.5	4.4	1.7	2.7
50"	2.5	4.6	1.8	2.7
52"	2.6	4.8	1.8	2.8
54"	2.7	5.0	1.8	2.8
60"	2.8	6.1	1.9	2.9

Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add the following factor: .5 second for widths up to 42" and 1 second for widths over 42".

HYDRAULIC ELEVATORS

LOW SPEED OPERATOR 1.5 F.P.S.				
DOOR WIDTH	SIDE OPENING		CENTER OPENING	
	OPEN	CLOSE	OPEN	CLOSE
30"	2.3	3.1	1.6	2.0
32"	2.5	3.2	1.8	2.2
34"	2.7	3.2	1.8	2.2
36"	2.8	3.4	1.9	2.2
38"	2.9	3.5	2.0	2.3
40"	3.0	3.8	2.0	2.3
42"	3.1	4.0	2.1	2.4
44"	3.2	4.1	2.1	2.5
46"	3.3	4.2	2.2	2.6
48"	3.5	4.6	2.2	2.7
50"	3.6	4.6	2.3	2.7
52"	3.7	4.8	2.3	2.8
54"	3.7	5.1	2.3	3.0
60"	4.1	6.1	2.6	3.2
66"	4.3	6.1	2.6	3.5
72"	4.7	6.6	2.8	3.7

TRACTION ELEVATORS
FLOOR-TO-FLOOR PERFORMANCE TIME SELECTION
(Seconds = ± 0.2)

Based on Medium Duty, Medium Speed Door Operator at 2.0 F.P.S.

SPEED (FPM)	ACCEL RATE (FPS ²)	DOOR TYPE AND OPENING WIDTH*								ADJUSTMENT** PER FOOT OF TRAVEL FROM 12'-0" STANDARD (SECONDS)
		SIDE OPENING				CENTER OPENING				
		36"	42"	48"	54"	36"	42"	48"	54"	
200	1.75	11.2	12.0	12.8	13.6	9.5	10.0	10.5	11.0	0.3
250	1.75	10.8	11.6	12.5	13.3	9.2	9.7	10.2	10.7	0.25
300	2.0	10.4	11.3	12.1	12.9	8.9	9.3	9.8	10.3	0.2
350	2.25	10.2	11.1	11.9	12.7	8.7	9.1	9.6	10.1	0.2
400	2.5	10.0	10.9	11.7	12.5	8.5	8.9	9.4	9.9	0.2
450	2.75	9.8	10.7	11.5	12.3	8.3	8.7	9.2	9.7	0.2
500	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18
700	3.75	9.1	10.0	10.8	11.6	7.6	8.0	8.5	9.0	0.18

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add the following factor: .5 second for widths up to 42" and 1 second for widths over 42".

** Values are based on 12'-0" floor-to-floor height. Adjust using factors noted for variation from this standard

HYDRAULIC ELEVATORS
FLOOR-TO-FLOOR PERFORMANCE TIME SELECTION
 (SECONDS = ± 0.5)

Based on Medium Duty, Low Speed Door Operator at 1.5 F.P.S.

SPEED (FPM)	DOOR TYPE AND OPENING WIDTH*								ADJUSTMENT PER FOOT OF TRAVEL FROM 12'-0" STANDARD (SECONDS)
	SIDE OPENING				CENTER OPENING				
	36"	42"	48"	54"	36"	42"	48"	54"	
50	21.5	22.5	23.5	24.5	19.5	20.0	20.5	21.0	1.2
75	17.5	18.5	19.5	20.5	15.5	16.0	16.5	17.0	0.8
100	15.5	16.5	17.5	18.5	13.5	14.0	14.5	15.0	0.6
125	14.5	15.5	16.5	17.5	12.5	13.0	13.5	14.0	0.5
150	13.5	14.5	15.5	16.5	12.0	12.5	13.0	13.5	0.4
175						12.0			

* Values are based on 7'-0" to 7'-6" high doors. For 7'-6" to 8'-6" high doors, add the following factor: .5 second for widths up to 42" and 1 second for widths over 42".

BID FORM

My /Our bid to provide Vertical Transportation Maintenance Services to the City of Minneapolis, all in accordance with your specifications. Please include all applicable sales taxes and fees in your bid pricing.

Contract Maintenance: We agree to provide continuing preventive maintenance as required by the Contract Documents at a charge per month as follows:

RAMP NAME	ELEVATOR PRICING	ESCALATOR PRICING
Government Center	\$ /Month	n/a
11 th & Marquette	\$ /Month	n/a
11 th St. Underground	\$ /Month	\$ /Month
Plaza	\$ /Month	n/a
Leamington	\$ /Month	\$ /Month
Haaf	\$ /Month	n/a
Fed Courts	\$ /Month	n/a
Riverfront	\$ /Month	n/a
Mill Quarter	\$ /Month	n/a
Vineland	\$ /Month	n/a
Hawthorne	\$ /Month	n/a
10 th & Hennepin	\$ /Month	n/a
Ramp A	\$ /Month	\$ /Month
Ramp B	\$ /Month	\$ /Month
Ramp C	\$ /Month	n/a
11 th & Harmon	\$ /Month	n/a
TOTAL:	\$ /Month	\$ /Month

LABOR AND MATERIAL COSTS

BILLING RATES	MECHANIC	HELPER	CREW
STRAIGHT TIME	\$	\$	\$
OVERTIME PREMIUM (1.5 TIME)	\$	\$	\$
OVERTIME PREMIUM (1.7 TIME)	\$	\$	\$
OVERTIME PREMIUM (DOUBLE TIME)	\$	\$	\$

Vendor agrees to provide materials at a mark-up of _____% over vendor cost.

Enter a cost figure for all pricing requested. Failure to comply subjects bid to disqualification.

Undersigned affirms that quotations provided represent entire cost including site conditions, code requirements, specifications, addenda, and any other Contract Documents, and no claim will be made due to any increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry or this project except as expressly allowed in the City's maintenance contract.

A single contract will be awarded to the low, responsive, responsible bidder meeting all specifications.

Successful bidder will be required to enter into a formal contract and provide Performance Bond and Payment Bond in the full amount of the contract.

A contractor responding to this solicitation document swears that they are in compliance with the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3, and shall upon request submit to the city a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria.

Please return the following documents with your bid:

Bid Form (3 pages) - Prevailing Wage Certificate – 2% Bid Deposit – Responsible Contractor Verification Form

F.O.B.: Destination

Acknowledge Addenda No. _____

OP 8234 – BID FORM SIGNATURE PAGE

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

TWO complete bid responses including attachments to be returned, one of which must be an original.

BIDDER _____
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY _____
(Signature) (Printed Name)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South - Suite 552, Minneapolis, MN 55401. Please indicate "**NO BID**" on the outside of your mailing envelope.

BIDS RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM.