

St. Cloud Housing & Redevelopment Authority

2024 Full Maintenance Contract Request for Proposals

October 9, 2023

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RFP Attachments

Attachment A – Price

Attachment B – Price Adjustment

Attachment C – Signature of Proposal

Attachment D – Vertical Transportation Preventive Maintenance Contract

RFP Exhibits

Exhibit A – St. Cloud HRA Public Housing Properties

Exhibit B – 5370-C & LR-0F-01

Exhibit C – Responsible Contractor Certification Revised Aug 2019

Exhibit D – HUD Form 50071

Exhibit E – Disclosure of Lobbying Activities

Exhibit F – Section 3 Certification Plan 2023

I. General Conditions

Definition of Terms:

- A. The term OWNER and/or OWNER'S REPRESENTATIVE as used herein, refers to St. Cloud Housing and Redevelopment Authority, located at 1225 West St. Germain Street, St. Cloud, MN 56301.
- B. The terms AGREEMENT, CONTRACT or CONTRACT DOCUMENTS, as used herein consists of RFP Information, Conditions of Contract, Specifications, Scope of Services and Addenda, if any, issued during the RFP period.
- C. The term SUPPLIER, VENDOR, CONTRACTOR or ELEVATOR VENDOR or ELEVATOR CONTRACTOR, as used herein, refers to Elevator Contractor having a contract with the Owner to furnish labor and materials for the execution of the work herein described.
- D. Owner's Representative Status: Paul Soenneker, Phone: 320-202-3147, shall act as the Owner's Representatives on matters pertaining to the elevator preventive maintenance contract. He shall interpret the specifications and other contract documents.

II. RFP Schedule

RFP Send Monday, October 9th, 2023

Pre-RFP Meeting and Walk-through (non-mandatory) 10/18/23

Wednesday, October 18th, 2023, Start time 1:30 pm

St. Cloud HRA Office: 1225 St. Germain Street, St. Cloud, MN 56301

Questions Due Friday, October 20th, 2023

Addenda Sent Tuesday, October 24th, 2024

Proposals are due to the HRA Office no later than 1:00 p.m. on Thursday, November 2nd, 2023

Contract Award November 15, 2023

Contract Start January 1, 2024

III. Insurance

The following insurance requirements are required for the Preventive Maintenance Service Agreement: Prior to starting the work, contractor shall procure, maintain, and pay for such insurance as will protect against claims for bodily injury or death, or for

damage to property which may arise out of operations by anyone employed by them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the minimum coverages and limits of liability specified below or required by law. Contractor shall procure the following minimum insurance coverage and limits of liability:

Workers' Compensation	Statutory limits
Employer's Liability	\$ 2,000,000 each accident \$ 2,000,000 aggregate
Commercial General Liability	\$ 2,000,000 each occurrence \$ 2,000,000 aggregate
Commercial Auto Liability	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate

Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired, and non-owned automobiles.

Employer's Liability, Commercial General Liability, and Automobile Liability insurance may be arranged under single policies for full minimum limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

Contractor shall maintain in effect all insurance coverages required under this paragraph, or by the other Contract Documents, at contractor's sole expense and with insurance companies acceptable to the OWNER.

All insurance policies shall contain a provision that coverage afforded thereunder shall not be canceled, or restrictive modification added, without thirty (30) days prior written notice to the certificate holder. Certificates of Insurance shall be filed with the OWNER prior to start of contractor's Work. Such Certificates of Insurance shall be in a form that is acceptable and shall provide satisfactory evidence that contractor has complied with all insurance requirements.

Contractor shall provide Certificates of Insurance with St. Cloud HRA named as the Certificate Holder. For Example:

Certificate Holder:

St. Cloud HRA
1225 W St. Germain Street
Saint Cloud, MN 56301

IV. Equal Opportunity

The contractor, during performance of this contract, shall take affirmative action to insure that all employees and applicants are treated without discrimination with regard to race, color, creed, age, sexual orientation, sex, or national origin; shall comply with all applicable Federal, State, and local laws, ordinances, orders, and regulations with respect to employment practices; and shall certify that it does not maintain or provide for its employees any segregated facilities at any of its establishments as required by the law, ordinance, order, or regulation.

V. Section 3 Requirements

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing or residence for housing or residents of the community in which the Federal assistance is spent.

VI. Intent of Contract & Specifications

The Elevator Maintenance Agreement is classified as Full Maintenance. The specifications are a minimum level of performance and expectations and part of the preventive maintenance contract. The maintenance of all vertical transportation equipment is the responsibility of the Contractor in this Agreement. Contractor is to provide all labor, testing, material, parts, travel time, parking fees, permit fees, and equipment necessary to fulfill the contractual obligations of this maintenance agreement for all of the elevators listed. The ASME A17.1 and 17.3 one-year and five-year tests, when due, shall be performed as part of this Agreement. A written report for each elevator tested shall be provided to the Owner and one copy forwarded to the proper code authorities. If there are any adjustments, repairs, or replacements identified by the test, the contractor is responsible for such adjustments, repairs, or replacements. The maintenance services must conform to and be in compliance with all applicable codes. The Contractor will be responsible for all repairs and replacements under this Agreement. There will be no proration allowed for worn components, including, but not limited to such items as hoist cables, hoist belts, commutators, door equipment, hydraulic motors, pumps, packings, valves, seals, and brushes.

The Contractor shall have a program in place to provide preventive maintenance on a monthly basis to examine, clean, lubricate, adjust and when conditions warrant, repair, or replace parts, devices and components including but not limited to the following:

1. Controllers, selectors, and dispatching equipment, relays, solid-state components, signal lamps, and position indicating equipment.
2. Door operators, car door hangers, drive belts, car door contacts, door protective devices, load weighing equipment, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting
3. Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
4. Machines, drive sheaves, drive sheave shaft bearings, brake, brake coils, contacts, linings, and component parts.
5. Motors, motor windings, rotating elements, and bearings.
6. Motors, pumps, valves, piston seals, guide shoes, related components of hydraulic units.
7. Governors, governor ropes and sheaves, hoist cables and hoist belts.
8. When applicable: Escalator handrail, handrail guides and drive rollers, alignment devices, steps, step treads, step chains, step axle brushings, comb plates, floor plates, tracks, external gearing, drive chains, and all related equipment shall be covered under this agreement.
9. When applicable: Escalator upper drives, upper drive bearings, tension sprocket bearings, upper and lower newel bearings, demarcation lights, skirts, combs, skirt lights, and all related equipment shall be covered under this agreement.
10. Fixtures: fixture contacts, push buttons, key switches, locks, lamps, and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

The Contractor shall use genuine original manufacturer's parts or equivalent.

The Contractor shall keep guide rails properly lubricated except where roller guides are used.

The Contractor shall replace guide shoe inserts or rollers when conditions warrant, to provide smooth and quiet operation.

The Contractor shall repair or replace hoist cables, hoist belts, and traveling cables when conditions warrant. The replacement of these and other major items shall be scheduled in advance with the building Owner.

The Contractor shall furnish lubricants, cleaners, solvents, and all other chemicals required to conform to the specifications. The Contractor shall also supply and post MSDS

forms for all solvents and lubricants at a location identified by the specific building representative or where the solvents or chemicals are stored.

The Contractor shall keep the machine rooms, hoistways, pits and car tops and bottoms clean. The Contractor shall remove and dispose of all waste, oil, wipes (whether rag or disposable), old parts and debris in a proper legal manner. It will not use the Building's disposal means unless approved in advance from the proper building personnel. The Contractor shall comply with EPA and environmental requirements.

Underground cylinders, jack assemblies, piping and fittings are not covered under this Contract.

VII. Testing

The Contractor shall conduct all tests for compliance per code and or local prevailing code requirements. This includes all Fire Fighters and Emergency Power testing required by code. Affix metal tags to the tested devices (per code) and provide Owner with written documentation clearly indicating the type of test, date of test, Contractor performing test, and applicable code rule. The Contractor shall document the test results and forward a copy to the Owner for review and as needed to meet the governing authority's filing procedures. This includes any permits or associated charges. The documentation shall be forwarded to all respective parties within 10 working days of the test completion. Any fines incurred for failure to complete the required testing or filing irregularities will be paid by the contractor.

Annual Hydraulic Elevator Relief Valve

Contractor shall perform an Annual no load test on the relief valve and entire system Pressure Test conforming to the requirements per code. One-year Inspection and Test Requirements on all hydraulic units including material lift units covered under this contract. Even if the Prevailing Code Authority only enforces the three-year test, Annual No Loads must be performed in addition to the Prevailing Code Authorities requirements.

Annual No Load Test for Tractions

Contractor shall perform a No-Load Safety Test conforming to the requirements per code One-year Inspection and Test requirements on all traction elevators covered under this contract.

Five Year Full Load Test

Contractor shall perform all Five-Year Load Tests conforming to the requirements per code. Five-year inspection and Test requirements on all traction units covered under this contract.

Emergency Communications Testing

1. The Contractor shall check the phone line and connection in each elevator monthly. The phones shall be programmed to the Contractor's answering system at no additional charge.
2. The Contractor shall check the alarm bell monthly. All other testing including fire service phase one and two, emergency power operation and all other tests shall be performed per the prevailing code requirements and properly documented during regular hours.

VIII. Painting

It is the Contractor's responsibility that all equipment is properly painted with a high-quality enamel. All equipment shall appear to be freshly painted and clean at all times.

IX. Contractor Meeting Requirements

The Contractor will be required to attend specified quarterly, semi-annual meetings or as deemed necessary by the Owner's representative to be held at a location favorable to the Owner. Present will be an Owner's representative, a representative from the Consulting Company if applicable, and the assigned representative from the Contractor. The Contractor will need to provide service call-back logs print outs and completed repairs and future scheduled maintenance repairs.

X. Documentation by Contractor

A complete permanent record of maintenance, inspections, lubrication and call back service (MCP: Maintenance Control Program) shall be kept in the machine room or other designated locations at the property. These records shall be available for review at all times. The records shall indicate the reason for the Contractor to be in the building, arrival and departure times, the work performed, or the test performed.

Internet only documentation will fulfill some of the requirements but may warrant additional written support documentation. On site documentation is mandatory and will take precedence in any evaluation and dispute.

The Contractor shall provide report each quarter showing all elevators maintained by them, time for all monthly maintenance performed, time for all monthly repairs performed, time for testing.

The Contractor shall provide the Owner's Representative a summary of all callbacks at the end of each quarter or on request for cause and do a review and analysis of the quarter's performance. The callback report will identify each unit separately.

Documentation as required within the specifications may be reviewed as needed including but not limited to hoistway cleaning, filtering oil, escalator clean downs, testing status of fire service, etc.

XI. Performance Requirements

The Contractor shall maintain the original designed contract speeds for each elevator, and performance time, which include acceleration and deceleration, as designed and installed. The Contractor shall perform all the necessary adjustments as required to maintain the Performance Criteria as specified, and meeting the needs of individual elevators location, clientele, and duty, within the limits of the applicable codes.

- A. It is intended that the contract include all labor, tools, permits and material to provide complete maintenance in accordance with the maintenance specifications.
- B. System designed floor-to-floor times shall be maintained and are measured from the time the doors begin to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open.
- C. Appropriate door opening **and door closing speeds** shall be maintained and be relevant to the type of facility and occupants per property.
- D. Door closing force shall not exceed the code requirements of 30 pounds and will be measured at rest with the doors between 1/3 and 2/3 closed.
- E. Stopping accuracy shall be maintained to the manufacturer's standards at all times and shall be measured and monitored under all load conditions.
- F. Variance from rated contract speed, regardless of load, shall not exceed +5 %.
- G. Door close speed reduced (nudging) and code parameters. All scanners to be in a failsafe mode.
- H. Door dwell time for car calls shall meet ADAAA parameters and to each facility's special requirements.
- I. Door dwell time for hall calls shall meet ADAAA parameters and to each facility's special requirements.
- J. Sound parameters - equipment that has excessive noise shall be repaired to OEM or original standards. Includes mufflers, guide shoes, SCR drives, VVVF equipment, rollers, bearings, or other replaceable parts determined to be the cause. The sound limits shall not exceed 70 dba for hydraulics and 65 dba for tractions.
- K. Ride Quality. The equipment shall be maintained and lubricated to provide and maintain ride quality parameters specified or designed within the equipment base. If guide rollers, step rollers, guide devices, rails or supporting equipment and

normally replaceable or adjustable parts are determined to be the cause of poor ride quality, it will be the Contractor's responsibility to replace or adjust those parts at no additional cost.

- L. System Supervisory. The group supervisory and individual control system shall be maintained to provide satisfactory service levels per OEM design criteria.

The Owner may request a computerized traffic study with a summary report that details hall waiting times, floor to floor times and average response times. The report will have documentation for a minimum of one week in time. The Contractor may use their analyzer of choice as long as it supplies the documentation required.

In accomplishing the above requirements, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, leveling, and a soft stop. Power door operation when used shall be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards.

XII. Hours and Manner of Work

All normal work under this agreement shall be provided during regular working hours of regular working days of the elevator trade. For the purpose of this agreement, regular working hours are defined as 8:00 a.m. to 4:30 p.m., Monday through Friday. If the hours of the industry are modified as part of a National Agreement, those regular hours of the National Agreement shall prevail. Minimum required hours are identified in the tables included as part of the specifications.

Call-back service shall be available during overtime hours on any vertical transportation unit. Any callback involving an entrapment excluding misuse, abuse, vandalism, power outages or other 'acts of God'. Overtime shall be billed at the overtime rate minus the straight time hourly rate listed in the supplier's RFP response (Premium portion only).

The Owner will be charged for the time as outlined in the billing rates within the contract document on all other calls not related to abuse and misuse. Callbacks resulting from abuse or damage must be verified or approved prior to repair by a representative of the Owner's for authorization of any billable item whether it is material or labor.

Any additional work performed outside the scope of this agreement shall be billed to the Owner at the hourly billing rates indicated within the contract document.

Breakdowns shall not keep the respective unit out of service longer than one (1) day (24 hours). Callbacks should be responded to within a maximum of two hours from receiving the notice that a unit is malfunctioning.

When a major service repair is required, under no circumstances shall any shutdown or breakdown (excluding Owner related reasons, schedules, or issues beyond the Contractor's responsibility) last longer than three (3) days (72 hours). This includes locating the trouble, procuring, and installing parts and placing the unit back into safe, uninterrupted operation. The excuse of not being able to obtain parts, necessary technical and engineering advice, etc., will not be acceptable, unless otherwise agreed, and the Contractor will be considered in default, giving sufficient justification to the Owner to obtain these Services from another Contractor who can provide the Owner with uninterrupted elevator service.

It will be the responsibility of the Contractor's service personnel to log in and log out each time he/she visits the site for either routine maintenance or call-back service at a location favorable to the Owner.

Upon completion of the work, service personnel shall return to the logbook to complete the documentation log. These MCP logs will be reviewed and verified for its accuracy at random checks by a designated representative. If the logbook is not utilized, payment for the respective service performed may be withheld. It is up to the contractor's management to have their employees comply with this requirement.

A log shall be located at the Building Representative's choice to identify work performed, time and date of preventive maintenance, oil monitoring, repairs or testing for each elevator.

The Contractor shall provide the Owner's Representative a summary of all callbacks at the end of each quarter or upon request for cause and do a review and analysis of the quarters' performance. The callback report will identify each unit separately.

XIII. Spare Parts Inventory

The Contractor shall maintain a supply of Common parts.

The Contractor shall maintain a supply of spare and replacement parts in their warehouse inventory. This inventory shall include, but is not limited to, door operator motors, controller switch contacts, selector switch contacts, solid state components, selector tapes and guides, door hangers, roller guides, emergency light fixture batteries, and hoistway limit switches.

XIV. Accident Reports

In the event of accidents of any kind, the Contractor and/or Owner shall contact the other party immediately and furnish the other party with copies of all accident reports. The

reports shall be sent without delay and at the same time that they are forwarded to any other parties. The Contractor shall assist the Owner in proper reporting to the prevailing Code Authority in the time frame mandated by prevailing codes. The Contractor shall provide technical personnel in any investigative process needed to determine the cause of the accident.

XV. Safety

Each contractor is responsible for its own safety program in accordance with applicable provisions of the Occupational Safety and Health Act.

Each contractor shall be responsible for payment of all fines and/or claims for damages levied against the Owner, for environmental, health and safety deficiencies relating to conduct of the contractor's work.

Every contractor shall comply with all applicable local, State, and Federal environmental, safety and health regulations and with the Owner's rules and regulations for safety requirements for all outside contractors and construction crews.

The contractor shall comply with all provisions of the Minnesota Right-to Know and Resource Conservation and Recovery Act, and shall additionally provide to the Owner the following substantiation of same:

1. A copy of all material safety data sheets (MSDS) for each covered chemical and have a copy of same available for employees.
2. Shall provide training as required to its employees.
3. Submit a copy of its written hazard communication program to the Owner's Human Resources Safety Group or designated representative.
4. Shall identify one person who is in charge of the program.
5. Shall properly label and store all containers of chemicals on site or used in performance of the contract.
6. Shall dispose of all chemicals in a manner prescribed by the Resource Conservation and Recovery Act and/or other applicable laws and regulations.

XVI. Safety Procedures for Contractors

As a contractor and employer, you are required by Federal and State Occupational Safety and Health Regulations, Standards, Codes, Rules and Regulations, in addition to your contract with the Owner to provide protection for customers, employees and the public who may come into contact with your operations.

1. Duties of Employer:

a. Safety Program

Prior to commencing work, each contractor shall submit its written safety program to the Owner for review and approval. The minimum content of the program will be the "Safety Item Checklist". All applicable items on the "list" are to be addressed to the satisfaction of the Owner or Representative. This shall include an applicable plan for conveying the information to employees, implementing the policy on the jobsite, monitoring compliance with the policy, and enforcing corrective action as required.

2. Safety Items Checklist

a. Emergency Numbers Posted

b. Inspections Performed

c. OSHA Postings of Employee's Rights

d. Safety Manual on Site

e. Work Comp Procedures Followed

f. Oil Monitoring Program for All Hydraulic Units

g. MSDS located on-site

XVII. Owner's Right to Audit Services and Correction of Deficiencies

Owner 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.

Contractor shall cooperate with the Owners consultant to conduct inspections to ascertain that the requirements of this specification are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.

If Contractor fails to perform the work required by the terms of this specification in a satisfactorily manner, Owner may, after 10 day's written notice to Contractor, perform or cause to be performed, all or any part of the work required.

Contractor agrees that he/she will reimburse Owner for any expense incurred therefore, and the Owner at their election may deduct the amount from any sum owing the Contractor. A waiver by the Owner on a breach by the Contractor regarding any provision of this specification shall not be construed as a waiver of any subsequent breach by the Contractor.

XVIII. Contractor Compliance

In the performance of this specification, the Contractor agrees he/she will abide by all existing laws, codes, rules, and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

Contractor shall make periodic tests and maintenance inspections of all equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators and moving walks. Contractor shall make annual pressure test on hydraulic elevators and Firefighter's Recall tests, annual no load tests on tractions, emergency power testing, all as required by ASME A17.1 and A17.3 (current adopted versions). Written reports of all tests shall be submitted to the Owner and, in the case of safety tests, prior notification shall be given so that a representative of Owner may witness the test if warranted.

All safety tests, scheduled repairs or other scheduled work that requires an elevator to be out of service longer than 2 hours shall be scheduled, in advance, with the Owner.

The Contractor shall not be required to install new attachments as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of the contract, unless compensated for such installation.

XIXI. Employees of Contractor

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator service and repair personnel directly employed and supervised by the Contractor. Any and all employees performing work under this specification shall be satisfactory to the Owner. Contractor's employees shall not work if they are intoxicated, nor shall they use alcohol, tobacco of any form, or mind-altering drugs during working hours while on the Building property.

XX. Housekeeping

The Contractor is to prevent unnecessary dust, or accumulated debris to interfere with the convenience or sanitation of the Buildings. The Contractor shall repair any and all damage he/she may cause to the Building or property.

Contractor shall maintain the machine room, machinery spaces, hoistways, pits and equipment in reasonably clean condition at all times.

The Contractor shall clean the pits monthly or as needed to be clean of dirt and debris. The pits shall also be kept oil free.

The Contractor shall incorporate the safety routine or procedure and safety signage for all maintenance procedures.

The owner or owner's representative may request a walk-through of the elevator areas with the service manager or supervisory personnel of the Contractor. The request shall be complied with in a reasonable time frame.

The contractor will get cab light ballasts, light tubes and bulbs from the respective building maintenance department and replace defective units as part of maintenance time allocated under the agreement.

XXI. Warranty

Contractor warrants and agrees that the services performed under this Agreement shall be free from defects in performance or material, shall conform to the requirements and specifications of this Agreement, and shall be fit and sufficient for the purposes expressed in, or reasonably to be inferred from this Agreement.

Contractor warrants, for the term of this agreement, that services shall be performed in a professional manner in accordance with the highest standards in the industry and in accordance with specifications provided by the Owner. Contractor agrees that all services shall be performed by and under the supervision of skilled, experienced vertical transportation service and repair personnel directly employed and supervised by the Contractor. If personnel are unavailable, or in the Owners opinion unsuitable, the Contractor shall consult with the Owner and provide, at the Owners request, replacement personnel to ensure immediate continuation of services at a competent level.

XXII. Proposal Submission and Selection

Please submit 1 printed copy of proposal including Attachments A, B & C to:

St. Cloud HRA
Attention: Paul Soenneker
1225 St. Germain Street
St. Cloud, MN 56301

Please submit your proposal and Attachments A, B, & C in PDF format via email to the following three contacts:

Paul Soenneker	psoenneker@stcloudhra.com
Nancy Fontana	Fontana@ElevatorTCI.com
Greg Gehring	Greg@ElevatorTCI.com

The contractor's proposal will include any provisions that may be required to meet the requested scope of this RFP. The Contractor shall complete Attachments A, B and C and include as part of their proposal. All proposals will be checked for completeness as well as price. The Major Categories to be considered are:

1. A copy of the Contractors proposed MCP (Maintenance Control Program), indicating practices generally acceptable in the trade and per code. Any changes required by these specifications will be included. The contractor will also include a definition of what hours/days will be considered "normal working hours". The Owner will consider the quality and detail of the scope of the services offered in the selection of a contractor. All proposals will be in a sealed envelope with the name "elevator proposal", and the firm name clearly visible on the front.
2. A copy of the Contractors Maintenance Control Program and documentation procedures, examples of service logs and maintenance services charts used.
3. The contractor will provide a monthly fee price to perform the routine maintenance services. This price will include all labor, materials, and related costs to perform the routine maintenance and safety inspections as well as replacement of those items which would be replaced as a result of normal wear and tear.
4. The contractor will provide a price adjustment schedule to anticipate the annual increases/decreases in cost of providing services. The contractor will provide a cost increase of material as well as labor.
5. The contractor will provide an emergency service rate for calls not during the above- mentioned "normal working hours". This price will be for that time spent by a service representative responding from the local St. Cloud area. The contractor will provide provisions to protect the Owner from any additional charges that may be incurred to provide service from another location.
6. The contractor will provide a list of references to identify past performance. This reference list will show location of services, dates of services, and will list a contact person with direct knowledge of the services provided.

XXIII. St. Cloud HRA Full Maintenance Contract Specifications

A Scope of Services

The elevator contractor shall perform preventive maintenance per ASME 17.1 applicable code and per Maintenance Control Program General Maintenance Requirements 8.6 including all documentation for maintenance records referenced therein. The Elevator Contractor shall perform monthly maintenance visits to maintain, examine, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, the elevator contractor shall repair or replace the

components listed below if the repair or replacement is, in the elevator contractor's judgment, necessitated by normal wear and tear.

B General Requirements

The Elevator Contractor herein also referenced as "Supplier," will provide all labor, testing, material, and equipment necessary to provide a **FULL MAINTENANCE CONTRACT** for the elevators.

Supplier shall examine and maintain Elevators on a monthly schedule. Maintenance and Examination includes inspection, lubrication, adjustment, cleaning, and, if required by manufacturer or applicable codes, repair, or replacement of the following parts. Including but not limited to:

1. Controllers, selectors, and dispatching equipment, relays, solid-state components, signal lamps, and position indicating equipment.
2. Door operators, car door hangers, drive belts, car door contacts, door protective devices, load weighing equipment, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
3. Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
4. Machines, drive sheaves, drive sheave shaft bearings, brake, brake coils, contacts, linings, and component parts.
5. Motors, motor windings, rotating elements, and bearings.
6. Motors, pumps, valves, piston seals, guide shoes, related components of hydraulic units.
7. Governors, governor ropes and sheaves, hoist cables and hoist belts.
8. Where applicable: Escalator handrail, handrail guides and drive rollers, alignment devices, steps, step treads, step chains, step axle brushings, comb plates, floor plates, tracks, external gearing, and drive chains
9. Where applicable: Escalator upper drives, upper drive bearings, tension sprocket bearings, upper and lower newel bearings, demarcation lights, skirts, combs, and skirt lights.
10. Fixtures: fixture contacts, push buttons, key switches, locks, lamps, and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

C. Testing per Code

The Contractor shall conduct all tests for compliance with ASME 17.1 and 17.2 and the State of Minnesota prevailing code requirements. This includes all Fire Fighters and Emergency Power testing required by code. The Contractor shall document the test results and forward a copy to the Owner for review and as needed to meet the governing authority's filing procedures. This includes any permits or associated charges. The documentation shall be forwarded to all respective parties within 10 working days of the test completion. Any fines incurred for failure to complete required testing or filing irregularities shall be paid by the contractor.

B2: Annual Hydraulic Elevator Relief Valve per Code

Contractor shall perform an Annual no load test on the relief valve and entire system Pressure Test conforming to the requirements outlined in ASME 17.1 and the Minnesota State Building Code Chapter 1307 Schedules, One Year Inspection and Test Requirements on all hydraulic units including material lift units covered under this contract. Even if the Prevailing Code Authority only enforces the three-year or five-year test, Annual No Loads must be performed in addition to the Prevailing Code Authorities requirements. A copy of the test results shall be on site in the machine room and with compliance with ASME 17.1 Section 8.6.

B3: Annual No Load Test for Traction Elevators per Code

Contractor shall perform a no-load Safety Test conforming to the requirements contained in ASME 17.1, and the Minnesota State Building Code Chapter 1307 Schedules. One-year Inspection and Test requirements on all traction elevators covered under this contract. A copy of the test results shall be on site in the machine room and with compliance with ASME 17.1 Section 8.6.

B4: Five-Year Full Load Test for Traction Elevators per Code

Contractor shall perform all Five-Year Load Tests conforming to the requirements contained in ASME 17.1 and the Minnesota State Building Code Chapter 1307 Schedules. Five-year inspection and Test requirements on all traction units covered under this contract. A copy of the test results shall be on site in the machine room and with compliance with ASME 17.1 Section 8.6.

B5: Loaded Gap Test for Escalators per Code

Contractor shall perform the "Loaded Gap" test on all escalators conforming to the requirements contained in ASME 17.1 Step / Skirt Performance Index. If the test fails, notify The Owner's Representative immediately for corrective action by detailing the test results. Substantial effort shall be made to correct any skirt gap corrections as part of any failure and a retest shall be made. A copy of the test results shall be on site in the machine room and in compliance with ASME 17.1 Section 8.6.

D. Performance

Supplier shall maintain the original designed contract speeds and performance time for each unit, which includes acceleration and deceleration as designed and installed.

Supplier will:

1. Perform all necessary adjustments as required to maintain unit performance.
2. Service the units to maintain Industry Standards for floor-to-floor times, measured from the time the doors begin to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are three-quarter open.
3. Service the units to maintain appropriate door opening, measured from the start of a car door opening until doors are one inch from the fully open position.
4. Service the units so that door closing force shall not exceed the code requirements of thirty pounds and will be measured at rest with the doors between one-third and two-thirds closed.
5. Service the units so that variance from rated contract speed, regardless of load, shall not exceed plus or minus five percent.
6. Service the units so that door close speed is within code parameters.
7. Service the units so that door dwell time for car call shall meet the parameters of the Americans with Disabilities Act Amendments Act (ADAAA).
8. Service the units so that door dwell time for hall calls shall meet the parameters of the Americans with Disabilities Act Amendments Act (ADAAA).

E. General

Supplier shall examine each unit's safety devices and governors monthly per the terms of this contract. Supplier shall conduct an annual no load test and perform, at five-year intervals, a full load and speed test of safety mechanisms, over speed governors, and car and counterweight buffers. If required, governors shall be recalibrated and sealed for proper tripping speed, and elevator car balances shall be checked.

- 1) Monthly Fire Recall Testing: includes Phase 1 and Phase 2 Fire Recall.
- 2) Supplier shall:
 - Furnish and use lubricants/hydraulic fluid as required and properly remove waste from site.
 - Keep a current maintenance log for each elevator.
 - Keep a current maintenance log for each escalator.

- The elevator maintenance logs shall be kept in the appropriate machine room of the building in which the elevator is located.

3.) The Maintenance Logs shall include at a minimum the following:

1. MCP documents complete.
2. Machine number and location (per VT Equipment Inventory data).
3. Date and time of service.
4. Maintenance technician performing the work.
5. Description of service provided.
6. Hours logged.

In concert with the above paragraph the elevator/escalator service provider shall maintain a service log at a central location determined by the owner. The route mechanic shall sign in upon arrival to the building and sign out when leaving the premises providing a short description as to which units were worked on and what maintenance was performed. This special log documentation is required for only routine maintenance, call backs and repairs shall be logged into the MPC as required by code, the MPC shall be located in each elevator machine room or escalator pit.

F. Hours

Scheduled 1 hour per unit per month designated maintenance time is included in this contract. Please see page 26 Equipment Inventory and Pricing page 27. Logbooks shall reflect time and dates of all maintenance.

G. Un-Scheduled Maintenance & Service

Service hours and 24-hour callback service are considered an integral part of the maintenance service to be provided. Unless otherwise directed by Authorized HRA Representative, supplier must respond as follows:

Standard Service Call – supplier shall respond on site within two hours. Supplier shall complete minor repairs of equipment within 48 hours of notification and otherwise as practicable. All repair work shall be completed during normal business hours unless pre- approved by Authorized HRA Representative.

Emergency Service Call – providing emergency call-back services, which consists of promptly responding to requests from Authorized HRA Representative by telephone or otherwise, for emergency at any hour, day or night. Supplier shall respond on-site within ONE HOUR from notification for all emergency calls requiring extrication of passengers.

1. Supplier shall respond on site within two hours for all other emergencies.

2. Supplier must provide Authorized HRA Representative a 24-hour contact number(s) for supplier's key personnel.
3. Supplier's offices must have voice, fax and e-mail capability.
4. Overtime shall be billed at the overtime rate minus the straight time hourly rate listed in the suppliers RFP response. (Premium portion only)
5. Supplier shall maintain a trouble ticket tracking system. Each trouble report shall be logged with originator's name, date and time reported, location, and unit number identified in Equipment inventory data section, nature of problem, action taken and date and time the report was cleared.

H. Safety

The supplier shall comply with all occupational and health administration (OSHA), state and county safety and occupational health standards, along with the Elevator Field Employee's Safety Handbook (Current Edition) and any other applicable rules and regulations. In addition, the supplier shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area.

Supplier shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc. required to adequately protect the public and employees during the performance of work.

I. Labor and Materials

1. Supplier shall provide all labor, materials, and tools required for the repair or replacement of all elevator/escalator equipment, as necessary.
2. Supplier is to maintain elevators/escalators from different manufacturers. Supplier shall have access to all parts needed to maintain all elevator/escalator units.
3. Supplier shall locally maintain a supply of frequently used replacement parts and lubricants for routine maintenance.
4. All replacement parts/materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of engineering or their designee.
5. Certain small parts, such as wire, nuts, bolts, screws, tape, and other consumables shall be included as overhead in the labor cost quoted for a project.
6. Supplier shall immediately notify Authorized HRA Representative in writing of any unsafe or questionable condition that exists on the property.

J. Direct Costs and Material Markup

Supplier markup on materials required to perform any work or services outside the scope of the contract described herein, shall not exceed twenty percent (20%).

Supplier shall not mark-up handling or shipping fees.

Upon request receipts shall be submitted to substantiate costs for all materials included on invoices.

XXIV. Terms & Conditions

General

The elevator contractor shall not be required to install new attachments or devices on the equipment as directed or recommended by insurance companies or by government, state, municipal or other authorities.

The elevator contractor shall not be responsible to upgrade parts or equipment which has become obsolete or unavailable. Obsolete is defined as parts no longer available by the original OEM or within the industry or any aftermarket vendors. A relay may be replaced with a new style relay and is not considered obsolete.

The Contractor shall not be responsible for any repairs required due to accident, vandalism, abuse, or misuse.

Underground cylinders, jack assemblies, piping and fittings are not covered under this Contract.

Default

The Elevator Contractor reserves the right to discontinue this contract at any time by notification in writing should payments not be made in accordance with the terms of this agreement. In the event of such discontinuation, all further obligations of The Elevator Contractor under this agreement shall terminate and The Elevator Contractor shall be entitled to all payments accrued and unpaid to the date of termination if warranted.

Waivers

No agent or employee shall have the authority to waive or modify any terms of this contract.

Acceptance

Subject to the terms and conditions herein, all of which are hereby agreed to, your acceptance of this agreement, and its approval by an executive officer of the Elevator Contractor shall constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, not

incorporated herein are superseded and no other changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties.

Force Majeure

Contractor or Owner shall not be held responsible or liable for any loss or damage due to any cause beyond the control of the Contractor or Owner, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or other acts beyond that party's control.

Cure Clause

If either party shall default in the performance of any of its obligations, the non-defaulting party may send a written notice reasonably describing the default. If the defaulting party, within a reasonable time, not to exceed ten (10) days, does not commence to take reasonable steps to cure the default, or if having timely commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, may terminate this Agreement.

Termination of contract due to non-performance

A 30-day cancellation of the contract may be enforced due to non-performance by the contractor after the initial 10-day cure notice if not resolved in a timely manner.

Change in Ownership

A written notice to the Contractor identifying a change in Ownership within ninety (90) days of said change shall terminate the contract. The new Ownership may allow month to month maintenance under the same terms and requirements until a new contract is executed.

Termination of Contract Upon Change in Management

In the event the current management's responsibilities are cancelled by the Owner, The Owner may terminate this contract by providing no less than ninety (90) days written notice after the management contract cancellation date.

Termination of Contract Upon Sale

In the event the building itself is sold; the Owner may terminate this contract by providing no less than ninety (90) days written notice after the closing of escrow.

Termination of Contract due to a Modernization

In the event any elevator is to be modernized, the Owner may terminate this contract by providing 30 days written notice. When a Notice to Proceed with a modernization contract is officially given in writing, the terms of this agreement may still be prevailing, but the costs per unit, per month may change to the Modernization Contractor.

XXV. Contract Length

The term of this contract will run for two years. The start date will be January 1, 2024 and continue through December 31, 2025. The contract can be renewed thereafter for one additional two-year period provided the Owner believes that the Contractor has performed satisfactorily and agrees to any pending price escalation provided by the Contractor at least 60 days in advance of the contract period.

The Contract shall not automatically renew at the expiration of the Contract Term. The Contractor shall advise the Owner of the contract ending date at least ninety (90) days in advance.

XXVI. Equipment Inventory

Al Loehr Apts	4055 12 th St N, St Cloud, MN	1 Elevator
Empire Apts.	54 4 th Ave N, St. Cloud, MN	2 Elevators
Germain Towers	905 W St Germain St., St. Cloud, MN	2 Elevators
Grace McDowall	1525 Northway Dr, St. Cloud, MN	2 Elevators
Riverside Apts.	101 Riverside Dr SE, St. Cloud, MN	1 Elevator
St Cloud HRA Office	1225 West St. Germain St., St. Cloud, MN	1 Elevator
Wilson Apts.	41 3 rd Ave NE, St. Cloud, MN	2 Elevators

Property Name	Address	Elev ID	State ID	Install Yr	Mfg	Type	# of Stops	Capacity	Speed
Al Loehr Apartments	4055 12th St N	#1	C1941	2006	Schindler	Hydraulic	3	3000	100
Empire Apartments	54 4th Avenue N	#1	001642	2019-20	MCE	Traction	10	1500	200
Empire Apartments	54 4th Avenue N	#2	001641	2019-20	MCE	Traction	10	2500	200
Germain Tower	905 W. Saint Germain	#1	05388	1999	MCE	Traction	6	2500	200
Germain Tower	905 W. Saint Germain	#2	13474	2006	MCE	Traction	7	2500	200
Grace McDowall	1525 Northway Drive	#1	18716	2011	MEI VHC-102	Hydraulic	3	2000	100
Grace McDowall	1525 Northway Drive	#2	18717	2011	MEI VHC-102	Hydraulic	4	3500	100
Riverside Apartments	101 Riverside Drive SE	#1	12476	2005	MEI VCS-1	Hydraulic	3	2500	125
St. Cloud HRA Office	1225 West Saint Germain	#1	07125	2001	MEI VCS-1	Hydraulic	2	2100	100
Wilson Apartments	41 NE 3rd Avenue	#1	3426103	2019	MCE	Traction	7	1500	200
Wilson Apartments	41 NE 3rd Avenue	#2	3423106	2019	MCE	Traction	8	2500	200

XXVII. Price (Attachment A)

Price (Attachment A) is to be completed and included in RFP Response Proposal submission.

XXVIII Price Adjustment (Attachment B)

Price Adjustment (Attachment B) is to be completed and included in RFP Response Proposal submission.

XXIX. Signature of Proposal (Attachment C)

Signature of Proposal (Attachment C) is to be signed and included in RFP Response Proposal submission.

XXX. Vertical Transportation Preventive Maintenance Contract (Attachment D)

The Contractor awarded the St. Cloud HRA Preventive Maintenance (FULL MAINTENANCE) Contract will be required to execute the Attached HRA Contract.

XXXI. Exhibits A to F

The Contractor awarded the St. Cloud HRA Preventive Maintenance (FULL MAINTENANCE) Contract shall be required to acknowledge and/or executed as part of HRA Contract Exhibits A to F.

- A. Exhibit A: St. Cloud HRA Public Housing Properties
- B. Exhibit B: 5370-C & LR-0F-01
- C. Exhibit C: Responsible Contractor Certification Revised Aug 2019
- D. Exhibit D: Hud 50071
- E. Exhibit E: Disclosure of Lobbying Activities
- F. Exhibit F: Section 3 Certification Plan 2023