

This R.F.P. No **10-418** and the Proposal Opening date must appear on the proposal envelope.

REQUEST FOR PROPOSAL

OFFICE OF THE CITY PURCHASING AGENT
P.O. BOX 1111
Montgomery, Alabama
March 16, 2018

Gentlemen:

Sealed proposals for **Elevator Maintenance** will be received by the undersigned until 2:00 P.M. **April 3, 2018**, in Room 1, Building 1941, 934 North Ripley Street, Montgomery, Alabama, 36104, and be opened as soon thereafter as practical. Proposals will be publicly opened and read in Conference Room, Building 1941, 934 North Ripley Street, Montgomery, Alabama, 36104. Proposals may be hand carried or mailed; however, it is the responsibility of proposers to assure that proposals are received not later than 2:00 P.M. on the date indicated above. Proposals received after this time will not be considered.

SITE VISIT - Proposers are urged and expected to inspect the sites where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute ground for a claim after award of the contract. Interested proposers shall contact Mr. Doug Jones at phone number (334) 625-2285.

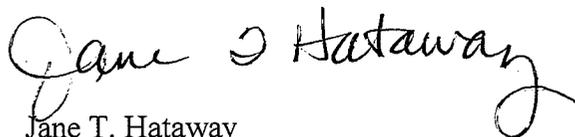
AMBIGUITIES - Proposers aware of any problem or ambiguity in interpretation of the provisions of this solicitation should seek an explanation, before proposing, from the City Purchasing Agent.

The City of Montgomery reserves the right to reject any or all proposals and the right to make an award in the best interest of the City of Montgomery.

No oral, telephonic, telegraph, facsimile proposals, modifications or alternate proposals will be considered. Proposals will not be considered from firms, individuals or the same owners of separate companies submitting more than one proposal.

Questions regarding this solicitation may be directed to telephone number (334) 625-2610 and should be presented prior to the proposal opening.

Sincerely,



Jane T. Hataway
Purchasing Agent

JH/kb

Attachments:

1. Proposal Form.
2. Specifications.
3. Special Provisions.

PROPOSAL FORM

R.F.P. No. 10-418

Mrs. Jane Hataway
City Purchasing Agent
P.O. Box 1111
Montgomery, Alabama 36101-1111

Dear Mrs. Hataway:

Submitted below is my firm proposal on **Elevator Maintenance** in accordance with your Request for Proposal referenced above. Prices quoted are F.O.B., Montgomery, Alabama and the item(s) on which I am quoting are in exact accordance with the specifications with any exceptions listed below.

SEE PROPOSAL FORM, PAGE 3

NOTES:

1. A bond in a reliable surety company authorized to do business in the State of Alabama and doing business through an agent residing in the City of Montgomery, Alabama must be given successful proposer; such bond shall be for the sum of one hundred percent (100%) of the contract price conditioned for the prompt and faithful performance of all terms of the contract. Such bond will be required before the start of work by the successful proposer.
2. The City of Montgomery reserves the right to accept or reject any or all proposals within a minimum of 30 days after proposals are opened.
3. Proposers making exceptions to the proposal specifications which require the City of Montgomery to make modifications or add items necessary to meet specifications either in-house or by contract may have the costs involved added to their price proposal.
4. **Proposers must furnish at least three (3) references from customers with multiple elevators that they have serviced.**
5. **VENDORS SHOULD PROVIDE ONE ORIGINAL PRINTED HARDCOPY, CLEARLY IDENTIFIED AS SUCH, AND ONE (1) COPY OF THEIR BID.**
6. **PLEASE NOTE SPECIAL PROVISIONS ATTACHED.**
7. **INCOMPLETE PROPOSAL BONDS AND UNSIGNED PROPOSAL FORMS WILL BE CAUSE FOR DISQUALIFICATION OF A PROPOSAL.**
8. This contract may be canceled for the convenience of either party, by either party giving ninety (90) days notice to the other party.

CITY OF MONTGOMERY
MONTGOMERY, ALABAMA

SPECIFICATIONS FOR
VERTICAL TRANSPORTATION EQUIPMENT
MAINTENANCE SERVICE

1. MANNER OF CONDUCTING THE WORK

The contractor's representative (s) shall log in and out each day they are in a building. Suitable arrangements shall be made by the Director of Building Maintenance and/or Building Maintenance Supervisor in charge for keeping this job.

2. RECORDS

If repair work at overtime hours is required and ordered on other than emergency calls, the contractor shall be responsible for the payment of their personnel. No work outside the scope of this contract shall be performed without prior approval from the owner.

The contractor shall notify the Director of Building Maintenance and/or Building Maintenance Supervisor (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant which the contractor considers he is not responsible for under the terms of the contract and shall furnish him a written estimate of the cost to make final determination as to responsibility.

3. EXTENT OF WORK

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follows:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgment of the Director of Building Maintenance and/or Building Maintenance Supervisor, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator, machines, including worms, gears, thrust bearings, brake pulleys, brake coils, brake contacts, linings, and all other components and parts of the machine and brake assembly.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders, and bearing, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pulleys, valves, mufflers, piping, and connections (except for those beneath the ground) silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

Controllers, selectors, and dispatching equipment including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tapes (or cable) and mechanical and electrical driving equipment, all other components and parts

Governors, including governor sheaves, and shaft assemblies, bearings, contacts, and governor jaws, and car and counterweight safeties and buffers.

4. DUTIES OF CONTRACTOR

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustments, replacements, and repair service for the complete vertical transportation system.

5. CONTRACTOR'S RESPONSIBILITY

The contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agents and subcontractors and he shall save and keep harmless the City of Montgomery against any or all low cost, damage claims expenses or liability in connection with the performance of this contract.

6. PROTECTION OF CITY OF MONTGOMERY BUILDING, EQUIPMENT AND VEGETATION

The contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) City of Montgomery property. If the contractor fails to do so and damages any such building, equipment, or vegetation, he shall replace or repair the damage at no expense to the City of Montgomery, If he fails or refuses to make such repair or replacement, the contractor shall be liable for the cost thereof which may be deducted from the contract price.

7. WARRANTY OF SERVICES

Notwithstanding inspection and acceptance by the City of Montgomery or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will be free from defects in workmanship and will conform to the requirements of this contract at the time of acceptance. The City of Montgomery shall give written notice of any such defect or non-conformance to the contractor. Such notice shall state either (1) that the contractor shall correct or re-perform any defective or non-conforming services, or (2) that the City of Montgomery does not require correction or replacement. If the contractor is required to correct or re-perform, it shall be at no cost to the City of Montgomery, and any services corrected or re-performed by the contractor pursuant to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or replace with similar services and charges to the contractor, the cost occasioned to the City of Montgomery thereby or obtain an equitable adjustment in the contract price.

8. MONTHLY SERVICE

The contractor shall have at least one of his competent mechanics to report monthly to the Director of Building Maintenance and/or Building Maintenance Supervisor in charge and said mechanic shall proceed at once to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing of all apparatuses for testing.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assemble, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door hangers, car door contracts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and corridor operating stations, car and corridor signals and fixtures including lights, dials or read-out indicators.

The contractor also agrees:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per ANS/1. A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be recalibrated and sealed for proper tripping speed, and rails will be refilled to restore a smooth running surface. All required testing shall be accomplished within the first 90 days of the contract.

Written reports of said tests shall be submitted to Director of Building Maintenance and/or Building Maintenance Supervisor within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that Director of Building Maintenance and/or Building Maintenance Supervisor may be present.

Contractor also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annually and refill with proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushed and refilled annually.

Contractor also agrees to keep car tops, pits and hoistways clean and free of dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors).

Contractor shall renew all wire ropes as often as is necessary to maintain as adequate factor of safety and shall equalize the tension on all hoist ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions warrant.

Contractor also agrees, where appropriate, to shorten all ropes as necessary to provide continued safe operation and maintain normal traction.

Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacture or a dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacture of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part or assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent and unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with ANSI Code, or original design. When more than one elevator requires repair the Director of Building Maintenance and/or Building Maintenance Supervisor will establish priorities of accomplishment.

In performing the above indicated work, contractor agrees to provide only genuine parts used by the manufacture of the equipment or equal for replacement or repair, and to use the only those lubricants equal to the obtained from and/or recommended by the manufacturer of the equipment.

Elevator contractor shall have had an office in the tri-county area for the past three (3) years. Prior to beginning the contract, the contractor shall provide to the Building Maintenance Director or designated representative applicable state or local elevator licenses for electrical or hydraulic type elevators and that mechanics are certified through the National Elevator Industry Education Program (NEIEP) or equivalent certification training program within the last twelve (12) months. Tri-county office to be staffed with a minimum of three (3) elevator technicians. Names and state identification numbers to be included with proposal.

Once the contract has been awarded, the contractor will have five (5) business days to change emergency phones to contact the contractor's service center.

9. PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- a. Floor to floor times are measured from the time the doors start 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 door $\frac{3}{4}$ open.
- b. Door opening times are measured from start of car door open until doors are in the fully open position.
- c. Door closing times are measured from start of door close until hoistway doors are fully closed. Contract times will be those shown or the minimum permitted by code, whichever is greater.
- d. Accuracy of leveling shall be measured under all load conditions.
- e. Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original capability of the equipment.

10. ITEMS OF ELEVATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT

Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- a. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the contractor, his employees, subcontractor, servants or agents, or other causes beyond the contractor's control except for ordinary wear and tear.
- b. Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the contractor's personnel.
- c. Elevator mainline and auxiliary disconnects switches, fuses and feeders to control panels.
- d. Lamps for machine room illumination.

11. SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this agreement will be performed during regular hours of regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the City of Montgomery or its Director of Building Maintenance and/or Building Maintenance Supervisor. To the extent possible, all preventive maintenance which requires removal of elevators from service will be scheduled during off-peak hours of building

operation. No elevator will be taken out of service during the normal business day without prior notification to the owner or building manager/custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the agreement as they relate to equipment performance they shall mean "at whatever frequency or maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation."

12. EMERGENCY CALL BACK SERVICE

a. Call back service during regular working hours. The contractor shall without additional charge to the owner provide emergency minor adjustment call back service during the contractor's regular working hours. The contractor shall respond to a call within a maximum of 30 minutes from the time the request for service is made by the owner's authorized personnel.

b. Emergency call back service during overtime working hours. Twenty-four hour emergency call back service shall be provided by the contractor. The contractor shall respond to an emergency call back within a maximum of 60 minutes from the time the request is made by the owner's authorized personnel. This will be at no additional cost to the City of Montgomery.

c. A trouble log shall be maintained by the contractor in the machine room of each building on which the date of each call back. The reported trouble, the problem found, and the corrective action taken shall be recorded. In addition, the contractor shall be responsible for reporting this information daily to the Director of Building Maintenance and/or Building Maintenance Supervisor so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the City of Montgomery at the end of the contract period.

13. HOUR TO BE EXPENDED

The contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to the scheduled preventive maintenance operations (examinations, cleaning, lubrication, adjustments and repairs) and shall not include call backs. These hours may not include helper hours. The minimum number of acceptable hours considered to be industry standard for the level of maintenance expected as established by the owner.

14. EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

The contractor agrees that all work shall be performed by and under the supervision of skilled sufficient number of experienced elevator service mechanics and repairmen directly employed who are permanently assigned to support the execution of this agreement for normal preventive maintenance and repair work and who shall be qualified to keep the elevator equipment in properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper safe operating condition (with the exception of helpers who need to be so

qualified). All employees performing work under this agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of the owner and/or the owner's agent. Any employees found to be unacceptable to the owner or owner's agent shall be replaced after being given reasonable notice by the contractor.

15. OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be properly corrected at contractor's expense. If contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, owner may after 10 days written notice to contractor, perform or cause to be performed all or any part of the work required hereunder: Contractor agrees that it will reimburse owner for any expense incurred and therefore the owner at this election may deduct the amount from the sum owing contractor.

The owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the owner so advises, have the same authority to inspect and test as the owner, as provided hereunder.

The waiver by owner of a breach of any provision of this agreement by contractor shall not operate or be construed as a waiver of any subsequent breach by contractor.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task shall be posted in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Director of Building Maintenance and/or Building Maintenance Supervisor. When posted all logs shall become property of owner upon completion of contract. Logs shall be presented to owner's authorized representative.

16. CONTRACTOR TO COMPLY WITH LAWS

In the performance of this agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests not to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installations.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 2016 New Construction for elevators, latest edition, ANSI A17.2 2014 Guide for Inspection of Elevators, Escalators and Moving Walks and ANSI A17.3 2015 Existing Elevators latest edition including amendments thereto.

17. INSURANCE

Contractor shall at all times carry and maintain at contractor's sole expense, on all operations hereunder, workmen's compensation covering all of its employees and bodily injury liability insurance, including automobile.

18. PERFORMANCE BY THE OWNER

- a. To provide the contractor access to the elevator equipment.
- b. To keep the elevator pit(s) and motor room(s) free from water.
- c. To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom.
- d. Not to use the elevator machine room and equipment spaces for storage.
- e. To be responsible for refinishing cabs, hoistways, or equipment room interiors.
- f. To be responsible for the maintenance of car lighting, florescent.
- g. To be responsible for the main safety switch providing electricity to the equipment.
- h. To be responsible for the maintenance and service of the lights in the equipment room and penthouse.
- i. To be responsible for the maintenance and service of all telephones installed in the cars or the equipment pertaining thereto except for the wiring between the car and the control board.
- j. To report to the contractor any conditions that may indicate the need for correction before the next regular examination.
- k. That the contractor does not at any time assume possession or control of any part of the equipment, but such remains the City's exclusively as the owner thereof.

19. TERM OF CONTRACT

Contract period will be for one (1) year from date of award with option for two (2) additional one-year extensions.

20. PAYMENT

Contractor shall submit to the Director of Building Maintenance and/or Building Maintenance Supervisor by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

21. SPECIAL CONDITIONS

- a. No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative.

b. When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

22. PREVIOUS REPRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

SPECIAL PROVISIONS

NO. 1

THE CITY OF MONTGOMERY REQUIRES THAT A BID BOND BY A RELIABLE SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF ALABAMA BE FILED WITH EACH BIDDER'S BID THAT EXCEEDS \$50,000.00. SUCH BOND SHALL BE FOR THE SUM OF FIVE PERCENT (5%) OF THE TOTAL BID. A CASHIERS CHECK PAYABLE TO THE CITY OF MONTGOMERY OR AN IRREVOCABLE LETTER OR CREDIT SHALL ALSO BE ACCEPTABLE.

NO. 2

CITY ORDINANCES MANDATE THAT ANYONE WHO TRANSACTS BUSINESS WITHIN THE CITY LIMITS OF MONTGOMERY BY ONE OR ALL OF THE FOLLOWING SITUATIONS IS SUBJECT TO OBTAIN A CITY BUSINESS LICENSE:

- 1) A physical location within the City.
- 2) A representative of your company calls on customer or solicits business within the City.
- 3) Merchandise is delivered into the City on a vehicle other than by common carrier.

BIDDERS FALLING WITHIN THE ABOVE CATEGORIES WILL BE REQUIRED TO OBTAIN A CITY OF MONTGOMERY BUSINESS LICENSE PRIOR TO ISSUANCE OF A CONTRACT OR PURCHASE ORDER

BUSINESS LICENSE NO. _____

No. 3.

Verification of E-Verify Enrollment in accordance with the Beason-Hammon Act.

SECTION 9

-The attached form should be completed and signed. Attach to it verification of your enrollment in E-Verify.

**RFP/PROCUREMENT STATEMENT OF COMPLIANCE WITH THE BEASON-
HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT AS
AMENDED**

This form with attachment is to be returned with the response to any RFP or other form of procurement and is to be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama.

State of _____
County of _____

“As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, I hereby state that in my capacity as

_____ (state position) for _____

_____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.”

I further assert that said business entity/employer/contractor is enrolled in the E-Verify program if enrollment is not eligible to enroll because of the rules of that program or other factors beyond its control.
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature

ATTACHMENT: VERIFICATION OF E-VERIFY ENROLLMENT.

THIS FORM PROVIDED FOR COMPLIANCE WITH SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) (b).and (c) as amended.