

OFFICE OF THE SULLIVAN COUNTY PURCHASING AGENT

3411 HIGHWAY 126 – SUITE 201  
BLOUNTVILLE, TN 37617-0569

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<p><b>REQUEST FOR PROPOSAL #G35181(LP)</b></p> <p><b>(MUST INCLUDE RFP# ON OUTSIDE OF ENVELOPE)</b></p> <p>COMMODITY/SERVICE DESCRIPTION: <b><u>ELEVATOR MAINTENANCE</u></b></p> <p>OPENING DAY <b><u>JANUARY 27, 2015</u></b> TIME: <b><u>2:00 PM</u></b></p> <p>SULLIVAN COUNTY USER DEPARTMENT: <b><u>COUNTY BUILDINGS</u></b></p>
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**THIS REQUEST FOR PROPOSAL (RFP) MUST BE RETURNED IN A SEALED ENVELOPE VIA MAIL, COURIER OR IN PERSON. PHONE, FAX OR ELECTRONIC RESPONSES ARE NOT ACCEPTABLE!** RESPONSES WILL BE ACCEPTED BY THE PURCHASING AGENT ONLY UNTIL THE DAY/TIME DESIGNATED ABOVE, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. RESPONSES MUST CLEARLY IDENTIFY THE RFP # ON THE OUTSIDE OF THE ENVELOPE, BE PRESENTED IN ORIGINAL FORMAT, BE COMPLETED IN TOTALITY AND BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED COMPANY REPRESENTATIVE. LATE RESPONSES WILL NOT BE ACCEPTABLE!

SUBMISSION OF THIS RFP VERIFIES VENDOR'S ACCEPTANCE OF THE RFPs LANGUAGE, REQUIREMENTS AND THE GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14.

*NOTE: IF FORM #GPTC1004-14 IS OMITTED FROM THIS RFP SOLICITATION, WE HAVE THE APPROPRIATE SIGNED DOCUMENTS FROM YOUR COMPANY. IF FORM #GPTC1004-14 IS ENCLOSED WITH THIS RFP SOLICITATION, PLEASE SIGN AND RETURN THE APPROPRIATE PAGES WITH YOUR RFP REPOSE. **By submission of this RFP/RFQ, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.***

ALL RFPs MUST BE OFFERED IN STRICT CONFORMANCE TO ALL LANGUAGE, REQUIREMENTS, TERMS AND CONDITIONS AND SPECIFICATIONS AS SOLICITED. FAILURE TO COMPLY WITH THE RFP PREREQUISITE WILL BE CAUSE TO DISQUALIFY SAME.

UNLESS OTHERWISE DESIGNATED, ALL PRICES OFFERED SHALL BE GUARANTEED FOR A MINIMUM OF SIXTY (60) DAYS FROM OPENING DATE. UNIT PRICES FOR GOODS/SERVICES SHALL BE QUOTED **"NET 30 DAYS". EACH LINE ITEM PRICE MUST INCLUDE ALL CHARGES, INCLUDING SHIPPING, HANDLING, FREIGHT OR ANY OTHER COSTS ASSOCIATED TO THE DELIVERY** TO THE DESIGNATED SULLIVAN COUNTY LOCATION. SULLIVAN COUNTY **WILL NOT ACCEPT** ADDITIONAL DELIVERY CHARGES AS A SEPARATE LINE ITEM. AWARDS MAY BE DETERMINED PER UNIT (LINE ITEM) AND/OR AS A TOTAL (WHOLE) AWARD; WHICHEVER IS IN THE BEST INTEREST OF SULLIVAN COUNTY. ALL GOODS PROVIDED TO SULLIVAN COUNTY SHALL BE FREE FROM DAMAGE/DEFECTS. GOODS DAMAGED IN TRANSIT BY COMMON CARRIER ARE THE SOLE RESPONSIBILITY OF THE VENDOR, INCLUDING ALL COMMUNICATIONS AND REPLACEMENT ARRANGEMENTS.

IF INFORMATION (SPECIFICATIONS, DATA SHEETS, ANALYSIS, DRAWINGS, ETC.) OR PRODUCT SAMPLES ARE REQUESTED IN THIS RFP, RESPONDING VENDOR MUST ENCLOSE/SUPPLY SAME. FAILURE TO COMPLY WILL BE CAUSE TO DISQUALIFY THE VENDOR FROM AWARD CONSIDERATION.

THE SULLIVAN COUNTY PURCHASING AGENT HAS THE RIGHT TO ACCEPT, REJECT, AWARD OR CANCEL ANY/ALL QUOTES AND TO WAIVE ANY INFORMALITIES OR IRREGULARITIES, IF SAME IS DEEMED IN THE BEST INTEREST OF SULLIVAN COUNTY. SULLIVAN COUNTY DOES NOT OBLIGATE ITSELF TO ACCEPT THE LOWEST AND/OR ANY QUOTE OFFERED.

DELIVERY DATE _____	TERMS: NET 30 DAYS
<small>(NOTE: DELIVERY TIME (DAYS/WEEKS/MONTHS) MUST BE INDICATED ... ASAP IS NOT ACCEPTABLE)</small>	

VENDOR: _____	REPRESENTATIVE: _____
<small>PLEASE PRINT</small>	
PHONE: _____	FAX: _____
E-MAIL: _____	
SIGNATURE: _____	DATE: _____

# ELEVATOR MAINTENANCE AGREEMENT SPECIFICATIONS

BLOUNTVILLE JUSTICE CENTER,  
140 BLOUNTVILLE BYPASS, BLOUNTVILLE, TN 37617

## I. SCOPE AND TERM OF CONTRACT

Sullivan County desires to obtain the service of a qualified elevator service company to cover routine and preventative maintenance and repair for the elevator located at Blountville Justice Center, 140 Blountville Bypass, Blountville, TN. Machinery and equipment shall be maintained in accordance with minimum condition required by Tennessee Elevator Law rules and regulations, terms and conditions of this contract, and good maintenance practice. This contract shall be for an initial period of twelve (12) months, beginning March 1, 2015 and ending February 28, 2016. Owner shall also have the right to extend the contract period a minimum of one hundred twenty (120) days beyond the expiration date not to exceed a total of sixty (60) months.

## II. QUARTERLY MAINTENANCE VISITS

Vendor shall inspect elevator quarterly not including service calls. Quarterly maintenance visits shall be performed by trained personnel.

- A. **ADJUSTMENTS:** Adjust machinery and equipment as required. Circuit breakers or main line switches, together with fuses for same are excluded. Vendor shall maintain the performance times, to include door open and close times, door dwell times, car speeds and floor to floor times. In addition to the performance times the Vendor shall maintain a smooth quiet ride for unit.
- B. **CLEANING:** Remove accumulated dust, and rubbish from machine rooms, hoist way, and pits. Furnish cleaning supplies and tools. Cleaning and refinishing of interiors of cars and exteriors of hoist way doors and frames are excluded. Complete hoist way clean downs shall be performed no less than annually, car tops, car door equipment, machine room and pits shall be cleaned no less than quarterly.
- C. **LUBRICATION:** Lubricate machinery and equipment with materials recommended by the manufacture. Furnish lubricants and survey service on the equipment. Provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Maintenance reports will be provided for each inspection. Visits will consist of lubrication of the following parts when conditions warrant: 1) Machine bearings, gears, pumps, pump motors, operation valves, valve motors and leveling valves. 2) Selectors, governors, governor sheaves, governor tension frames sheave assemblies, and compensating sheave assemblies. 3) Door operators, car door hangers, hoist way door hangers and interlocks. 4) Safeties car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibbs.

- D. REPAIRS: Determine nature and extent of parts and labor required to restore machinery and equipment to satisfactory performance condition.
  - E. LABOR, PARTS, TOOLS, and SUPPLIES: Provide labor, parts, tools, cleaning supplies, miscellaneous supplies, and lubricants required to complete services. Parts shall be those of original manufacturer, to maintain system integrity. All costs for parts and supplies shall include any related shipping costs and all applicable taxes.
- III. REPAIRS:
- A. HYDRAULIC TYPE: Vendor shall furnish and install or repair when and as necessary: power unit, pump motor and controller including valves, including relief valve, pilot, lowering, leveling, and check valves; or any of the parts thereof; V-belts, strainers, spring and gaskets; controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components, contacts, coils, timers, magnet frames and controller wiring, traveline cable and components for entire operating circuit; plunger, guide bearings, packing glace: guide rails and guide shoes. Maintain hydraulic fluid at proper operating level.
  - B. EXCLUSIONS: Vendor shall not: supply and replace incandescent or fluorescent lamps for car light fixtures, or floor covering on elevator car platforms; make renewals or repairs necessitated by reason of negligence or misuse of equipment by persons other than Vendor or Vendor's representatives and employees, or by reason of cause beyond control of Vendor, except normal wear and tear, nor add new attachments as may be recommended or directed by inspection firms or by federal, state, municipal, or other government authorities.
- IV. INSPECTIONS AND TESTS
- A. Annually during the third quarter, Vendor shall conduct comprehensive inspections of equipment and systems covered by this Agreement. Vendor responsible for reporting conditions found during inspections and propose remedies for defects and maintenance problems.
  - B. During the third quarter, Vendor shall conduct comprehensive pressure test on elevator.
  - C. Inspections will be made by statutorily authorized agencies. Citations and recommendations in accord with terms and conditions of this contract may be issued by inspectors, and Vendor shall comply with citations and recommendations within ten (10 days).
  - D. Service work, parts, materials, equipment and supplies used in performance of this contract are subject to inspection and test. Items that do not meet specifications will be rejects, and Owner may withhold payment until corrections

are made. Failure to reject upon receipt, however, does not relieve Vendor of liability. When subsequent tests, after receipt, are conducted and reveal defective material or workmanship, the Owner may seek damages regardless of whether part or the entire item has been consumed.

#### V. REPORTS

- A. Vendor will leave completed service tickets detailing the purpose of each visit. Such tickets will describe the maintenance performed, repair made, or the reported call and the corrective action taken. Tickets must be left with Cindy Stewart, a county maintenance employee. Authorized signature must be obtained by vendor prior to payment made by Sullivan County.
- B. Vendor will submit quarterly reports summarizing services performed, current condition of elevators, and other pertinent information. Reports are due by the tenth day following end of quarter.
- C. Elevator Pressure Testing is required, proper documentation must be submitted by vendor to Sullivan County.

#### VI. TECHNICAL ASSISTANCE

Vendor shall furnish competent technical assistance on the type equipment installed with twenty-four (24) hours of Owners request at no additional charge.

#### VII. EMERGENCY CALLS

Vendor shall provide emergency call-back service in response to requests by telephone or otherwise from Cindy Stewart, county maintenance employee in case of a shut down or if other emergency trouble should develop between regular examinations. This call-back service shall be rendered as requested regardless of time or of day of week. Call back service shall restore elevator to operating condition at no additional cost regardless of time of day or day of week. Call back service shall restore elevator to operating condition at no additional cost regardless of time of day. Vendor shall respond on-site to normal call backs within one (1) hour during normal business hours and within two (2) hours after normal business hours. Entrapment calls and dispatch failures will be responded to on-site within thirty (30) minutes during regular business hours and one (1) hour after normal business hours.

#### VIII. HOURS OF WORK

Work required in performance of contract shall be performed during regular business hours (Monday- Friday), except Vendor shall provide prompt emergency call-back service regardless of time or day of week at prices indicated.

#### IX. WARRANTY

Vendor warrants products and services provided under this Agreement to be free of defects for one year. Vendor shall provide Owner copies of manufacturers standard parts warranties within one month of execution of this Agreement. In the event of a change in terms, provide Owner copies of modifications as soon as they become available.

X. INSURANCE: Vendor shall provide Proof of Liability Insurance & Workers Compensation prior to award of contract.

XI SERVICE ORGANIZATION

Vendor shall have an adequate service organization with local service representatives for the geographical area encompassing the machinery and equipment serviced under this agreement. Such service representatives shall be employees of Vendor or designated by Vendor as Vendor's authorized representative on a full time basis and not as a subcontractor. No part of this agreement may be assigned, sublet, or transferred without the written consent of the Owner. Owner's communications to service representatives shall have full effect of communication to Vendor.

XI. INVENTORY AND TIME IN BUSINESS

Prior to entering into this Agreement, Vendor shall have occupied a bonafide place of business with a representative inventory of products or supplies necessary for prosecution of this Agreement for at least one year. Vendor shall successfully complete comparable contracts for at least three customers within the past year, and if requested by Owner shall provide evidence of same and any other evidence required and requested in order to establish evidence of their ability to furnish products and services specified herein. Vendor shall maintain, or ensure availability of, personnel, equipment, and supplies sufficient to perform on time.

XIII. COMPENSATION

A. ANNUAL SERVICE CHARGES: Annual service charges shall be firm for the period quoted, and there shall be no increase within the entire contract period. Annual service charges to be paid by Owner to Vendor under terms of this Agreement shall not exceed (based on payment in advance).

**BLOUNTVILLE JUSTICE CENTER-PRICE FOR EACH FISCAL YEAR:**

	<b><u>QUARTERLY</u></b>	<b><u>ANNUALLY</u></b>
First 12 months:	\$ _____	\$ _____
Second 12 months:	\$ _____	\$ _____
Third 12 months:	\$ _____	\$ _____
Fourth 12 months:	\$ _____	\$ _____
Fifth 12 months:	\$ _____	\$ _____
<b>TOTAL for 60 months:</b>	<b>\$ _____</b>	<b>\$ _____</b>

B. OTHER WORK DIRECTED BY OWNER: Owner may direct Vendor to provide services other than those included under Annual Service Charges. Hourly Rates, Trip Charges, and Repair Parts apply to such work. Vendor shall bill the Owner based upon the following terms:

1. Regular Time: Daily hours 8:00 a.m. to 4:30 p.m., Monday through Friday excluding legal holidays as proclaimed by the Sullivan County Commission.

Regular Hourly Labor Rate unit cost shall apply to services during these hours.

2. Premium Time: Hours from 4:31 p.m. to 7:59 a.m. Monday through Friday; Saturdays, Sundays, and holidays as proclaimed by the Sullivan County Commission. Premium Hourly Labor Rate unit cost shall apply to services during these hours.
3. Trip Charge: Such charges are limited to a single charge per round trip and per given service call. Trip charges, as bid, shall include all associated expenses. Return trips associated with the same service call that is required due to obtaining parts, returning to complete work, or call-back due to incomplete and/or unsatisfactory work shall not be considered for "trip charge".
4. Repair Parts and Equipment: All repair parts and equipment will be filled at Vendor's cost. No markup will be allowed for repair parts. The Vendor shall submit as backup information a copy of the original purchase invoice(s) as proof of cost for parts. This must accompany the job invoice in order for the Owner to process payment for services performed. If no purchase invoice is available for proof of cost for repair parts, the Owner may verify current market value and if necessary, alter the payment invoice to reflect market price.
5. Labor Rate Unit Costs to be paid by Owner to Vendor under terms of the Agreement are as follows;

Regular Hourly Labor Rate: \$ \_\_\_\_\_

Premium Hourly Rate: \$ \_\_\_\_\_

Per Trip Charge: \$ \_\_\_\_\_

XV. CONTRACT ADMINISTRATION:

- A. Questions or problems arising from order and delivery procedures should be directed to the Contract Administrator identified in the Departmental Purchase Order.
- B. The Owner, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Vendor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the Vendor in descriptive literature or specifications submitted with the Vendor's bid.
- C. Contracts are entered into solely for the convenience of the Owner. The Vendor understands and agrees that the Owner, as a signatory party to the contract, is solely responsible for its performance, and that the officers and employees of the Owner act exclusively as agents of the Owner for administration of contracts,

and are not personally liable of any performance or nonperformance by the Owner.

XVI. CANCELLATION:

- A. TERMINATION FOR CONVENIENCE: The Owner may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the Owner. The Owner shall give the Vendor at least sixty (60) days written notice before the effective cancellation date. The Vendor shall be entitled to receive compensation for goods shipped or services satisfactorily completed as of the cancellation date, but in no event shall the Owner be liable to the Vendor for compensation for any goods or services which have not been rendered. Upon such termination, the Vendor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.
- B. TERMINATION FOR CAUSE: If the Vendor fails to fulfill its obligations under this contract in a timely or proper manner, or if the Vendor violates any terms of this contract, the Owner shall have the right to immediately terminate the contract upon written notice of intent to cancel. The Owner shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the Owner for damages sustained by virtue of any breach of the contract by the Vendor.
- C. At the end of any fiscal year any contract may be cancelled by the Owner without notice, In the event that funds to support the contract become unavailable.
- D. The Vendor will be required to honor all purchase orders that were prepared and dated prior to the date of termination, if received by the Vendor with a period of thirty (30) days following the date of termination.
- E. Should any work under this contract be substandard or not to specifications, unless such deviation is approved by Owner and Owner's Designer in writing, Owner may cancel this contract.

**IN WITNESS WHEREOF, Vendor thus agrees to be bound by the terms of this agreement upon issuance of the Owner's Purchase Order accepting this agreement.**

**ON BEHALF OF VENDOR:**

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Vendor's Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title of Signatory

**EQUIPMENT LOCATION:**

Blountville Justice Center  
140 Blountville Bypass  
Blountville, TN 37617

**DESCRIPTION:**

Hydraulic Plunger Electric Passenger Elevator  
#505234