



Invitation to Bid – Elevator Maintenance, Inspections & Services
March 30, 2020
Solicitation #999-0320-19

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST , April 21, 2020**, and then publicly opened and read aloud for Elevator Maintenance, Inspections & Services.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered bidders must

1. Submit a completed bid sheet(s) using the forms supplied with this Invitation to Bid together with an explanation of any and all exceptions taken to the specifications or any additional conditions to the bid.
2. You must also have an updated vendor application on file prior to bid award. Paper application are available upon request. Application may be completed online at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration>.
3. All forms must be signed by someone with the authority to bind the bidder.
4. Copies of current State of Tennessee License
5. Copy of Insurance and Bonds as required herein.

All requested bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid – Elevator Maintenance, Inspections & Services** and opening date of bid, **April 21, 2020**.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids are not acceptable.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

1. SCOPE

The City of Columbia is seeking sealed bids to establish a one-year contract with two one-year renewable options at the sole discretion of the City to perform all preventive maintenance services and emergency/as-needed repairs in accordance with code, rules and laws adopted by the State of Tennessee for elevators at all city owned facilities. Elevators include 2-ThyssenKrupp Elevators, a Thyssen Dover Elevator, a Shepard Elevator and a Gillespie Corp Man lift. Bidders must maintain proper current State of Tennessee license for the required service.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in

making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.

9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statutes and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Administrative Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if in agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. INSURANCE, BONDS AND LICENSE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor’s execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The successful vendor(s), if requested, shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor(s) shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$500,000 CSL.

4. LAWS, TAXES and INDEMNIFICATION – The successful vendor shall comply with all applicable local, State and Federal laws. Vendors are further responsible for all taxes associated with providing services under any resulting award as a result of this invitation to bid to include payroll and employment taxes. All vendors agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired as a result of bid award.

5. TIME IS OF THE ESSENCE - Time is of the essence in the performance of a resulting bid award. Repeated delays in delivery of services shall be interpreted as failure to meet contractual obligations and shall be cause for immediate cancellation of any contract or award.

6. PAYMENT - Payment will be made provided all following conditions listed below have been met:

6.1 Service tickets or invoices shall be prepared for each location serviced at the time of service. All service tickets or invoices shall be signed by designated City employee at the facility being serviced at the time of service. Invoices or service tickets not properly signed shall not be paid.

6.2 Payment will be issued within thirty days of a proper invoice having been received by Finance Department for the City of Columbia unless the vendor accepts VISA credit cards in which case payment will occur within 7 days of service.

7. MULTI - YEAR AGREEMENT AND AWARD

7.1 The award will be made to a single vendor offering the lowest cost to service all facilities.

7.2 The award and resulting agreement shall be for a twelve month period during which time the price per service shall remain constant. The award and agreement may be renewed on an annual basis thereafter for a period not to exceed three years with the same conditions and terms as the original agreement unless expressly cancelled by either party 90 days in advance of the cancellation date.

9. SPECIFICATIONS AND REQUIREMENTS

The Specifications and requirements below are intended to describe an effective maintenance, inspection and service of elevator for City owned facilities.

9.1 Bimonthly Maintenance Visits – Vendor shall inspect elevator bimonthly not including service calls. Trained personnel shall perform bimonthly maintenance visits.

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.

- 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.

9.2 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, travel line cable and components for entire operating circuit; plunger, guide bearings, packing glaze: 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.

9.3 Annual Inspections and Tests

- A. Annually, Vendor shall conduct comprehensive inspections of equipment and systems covered in this invitation to bid. Vendor responsible for reporting conditions found during inspections and propose remedies for defects and maintenance problems.
- B. Annually, 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 these services 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.

9.4 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 appropriate maintenance employee. Authorized signature must be obtained by vendor prior to payment made.

- B. Vendor will submit bimonthly reports summarizing services performed current condition of elevators, and other pertinent information. Reports are due by the tenth day following inspection.
- C. Elevator Pressure Testing annually is required, proper documentation must be submitted by vendor to authorized personnel.

9.5 Emergency calls

Vendor shall provide emergency call-back service in response to requests by telephone or otherwise from city 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. 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.

9.6 Hours of work

Routine maintenance, inspections and repairs shall be performed during regular business hours (Monday- Friday), except Vendor shall provide prompt emergency call-back regardless of time or day of week at prices indicated.

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City of Columbia – Bid Sheet – ITB Elevator Maintenance, Inspection & Services – 999-0320-19

Facility Name	Address	Contact	Elevator Make	Bimonthly Maintenance Charge	Annual Inspection Charge
City Hall	700 North Garden St	Johnny McClanahan	ThyssenKrupp Passenger		
Police Annex	711-713 No Main St	Johnny McClanahan	Thyssen Dove Passenger		
Wastewater Admin Bldg.	1244 Treatment Plant Rd	Wayne Pruitt	ThyssenKrupp Passenger		
Wastewater Pump Station	96 Santa Fe Pike	Wayne Pruitt	Shepard Passenger		
Wastewater Pump Station	1049 Industrial Park Rd	Wayne Pruitt	Gillespie Corp Man lift		

Per hour charge on Repairs _____

Are you taking any exception to the specifications? If so please provide a detailed written explanation _____

Are there any additional conditions to your bid? If so please provide a detailed written explanation _____

Do you accept VISA ? _____

In compliance with this Invitation for Bid for Elevator Maintenance, Inspection & Services Solicitation # 999-0320-19 and subject to all conditions, specifications and requirements thereof unless otherwise amended and described in an attachment hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Charter # _____ **License #** _____

Address: _____

Signature: _____ **Title :** _____

Name (type/print): _____ **Email :** _____

Date: _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____ Date: _____