

**MORGAN COUNTY COMMISSION
INVITATION TO BID
BID INVITATION NUMBER: 23-07
Elevator Maintenance**

Morgan County Commission is soliciting sealed bids for the items listed above. Bids will be received by the Morgan County Commission at the Morgan County Courthouse, Commission Office, 5TH Floor, 302 Lee Street, Decatur, Alabama 35602, until

Tuesday, December 6, 2022, at 1:00 p.m. C.S.T.

Bids will be opened in the County Commission Chambers at the above stated time and date. Time is of the essence in submitting bids and only sealed bids received in the commission office by the time listed above shall be opened and considered. Bidders and other interested individuals are invited to attend the bid opening.

Prospective bidders are instructed to read the General Terms and Conditions and Bid Specifications very carefully. Bid addendums will be provided to all bidders, if necessary. Bids must be made in compliance with the guidelines in the sections referred to herein and ***each page initialed by the bidder representative to denote understanding of such compliance and returned with the submitted bid.***

Bid envelopes should be sealed and marked as follows:

**Bid Invitation Number 23-07
Elevator Maintenance
December 6, 2022 at 1:00 p.m.**

Bids may be mailed to Morgan County Commission, P.O. Box 668, Decatur, AL 35602 or delivered to 302 Lee St NE, Decatur, AL 35601.

If there are any questions about bid procedures, please contact Jessica Smith at 253.351.4732 or jsmith@co.morgan.al.us.

Bidder Initials: _____

Morgan County Commission **General Terms and Conditions**

- All bids must be typed or hand written in ink on the attached Bid Proposal Form. Bids submitted in pencil and bids not submitted on the Bid Proposal Form will not be considered. All corrections shall be initialed and dated by the bidder representative. Bids that are submitted without being signed will automatically be rejected.
- Bid envelopes must be sealed and must clearly indicate the appropriate bid number, bid item, and bid opening date, as indicated on the cover sheet of the bid packet. Bids by Facsimiles and emails will not be accepted. The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.
- The Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, sex, creed, age, disability, national origin or religion in consideration for an award. Bidders must abide by the provision of the Americans with Disabilities Act of 1990 and assure that in connection with the performance of work under this agreement that they are an equal opportunity employer and do not discriminate on the basis of race, sex, creed, age, disability, national origin or religion.
- All bidders must comply with applicable sections of the Alabama Competitive Bid Law, Code of Alabama, 1975.
- **All bid amounts shall be submitted on the attached Bid Proposal Form. Total bid should be submitted as annual bid. Morgan County will require the vendor who receives the bid to issue a monthly invoice for payment.** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in the bid.
- **A completed W-9 should be included with your bid package.**
- **A completed affidavit of compliance with E-Verify must be included with your bid package.**
- The service will be for a period of three years. The Morgan County Commission reserves the right to cancel the contract with a 30 day written notice to the contractor if the performance of the service is unsatisfactory.
- These specifications and acceptance hereof, shall constitute exclusively and entirely the agreement for the service as described within.
- The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service the Commission is seeking to purchase.
- By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly

Bidder Initials: _____

employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs and other objective and accountable factors which are reasonable. When responsive and responsible bids are equal, a local vendor shall be favored. The commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest of the Commission. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 1. Failure to use the bid forms furnished by the Commission
 2. Lack of signature by an authorized representative on the Bid Proposal Form.
 3. Failure to properly complete the bid form.
 4. Failure to furnish performance bond, when required.

- For information on the specifications please contact Tom Camp (256)351-4798.

Bidder Initials: _____

**Morgan County Commission
BID PROPOSAL FORM
Bid Invitation Number 23-07
Elevator Maintenance**

Name of Your Company: _____

Street Address: _____

Billing Address: _____

City, State & Zip: _____

Contact Person & Phone: _____

Email address: _____

Total Bid (Annual): _____

Exceptions/Deviations/Substitutions: (attach additional sheets if necessary)

Bidder Representative Signature

Date

Bidder Initials: _____

SPECIFICATIONS FOR ELEVATOR MAINTENANCE MORGAN COUNTY BUILDINGS

QUALIFICATIONS OF BIDDERS:

The importance of maintaining this elevator equipment in line with its original design performance, and in safe operating condition, requires the service to be performed by an elevator contractor who has satisfactorily maintained elevators of the grade and to the degree included in these specifications. Bidder shall therefore furnish with his bid:

- A. A statement that he is regularly engaged in the business of manufacturing, installing, and servicing elevators of the manufacture type and character of equipment covered by these specifications.
- B. A complete description of his service facilities available for furnishing maintenance on the elevators covered by these specifications and including the following items:
 - 1. A list, including names of personnel directly employed by the bidder, whose responsibility is performing maintenance, giving the length of time each has been employed by the bidder and the amount of experience each has had in maintaining elevators of the same type and manufacture as covered by these specifications.
 - 2. SCHEDULE OF ELEVATORS TO BE MAINTAINED:
 - (3) Bagby Elevators located in the Courthouse Lobby
 - (1) Bagby Elevator located in the old County Jail
 - (1) Otis Elevator located in the County Archives Building, 624 Bank Street, Decatur
 - (1) Thyssenkrupp Elevator located in the Morgan County Jail
 - (1) Schindler Elevator located in the Morgan County Jail

Specifications for full-maintenance for: (3) Bagby Elevators located in the Morgan County Courthouse, (1) Bagby Elevator located in the old County Jail, (1) Otis Elevator located in Morgan County Archives Building, (1) Thyssenkrupp Elevator located in the Morgan County Jail and (1) Schindler Elevator located in the Morgan County Jail.

SCOPE OF MAINTENANCE AND SERVICES:

The work to be performed by the Elevator Contractor under the specifications shall consist of furnishing all materials, labor, tools, equipment, supplies, transportation, and other expenses necessary to fully maintain in a first class, smooth, and quiet operating condition, each elevator listed on the attached schedule.

JOBSITE SURVEY:

Prior to and as a condition precedent to submitting his proposal, the Contractor shall personally visit the various locations containing the elevators, visually inspect the equipment, and completely satisfy himself as to the physical conditions, capacities,

manufacturer and quantity of elevators he will be required to service. Failure to comply with this section will not relieve the successful bidder of full responsibility for performance of the service agreement.

GENERAL CONDITIONS:

General conditions of the contract are that the Bidder must use personnel with at least 5 years of elevator experience in the maintenance of the elevator equipment.

The bidder must certify that he has in his possession all necessary wiring diagrams and service parts to properly maintain the elevator equipment in peak condition. Due to the age and type of equipment there are no special service tools required for this equipment. In the event there is a possibility of obsolescence issues; obsolete parts are excluded from the coverage, which will be brought to the immediate attention of Morgan County.

The original prints for the elevators are at Morgan County Commission, with an exception to the old OTIS elevator, for which none are present.

The bidder shall have a complete service organization within 50 miles from the Morgan County Courthouse. This requirement is necessary in order to reduce the response time on call-backs and emergency minor repairs. The response time to arrive at the Morgan County Courthouse shall be within two (2) hours after receipt of a "trouble call".

SCOPE OF WORK:

The bidder will systematically examine, adjust, lubricate as required and if conditions warrant, repair or replace the following:

- Machine worn gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts; motor and motor generators, motor windings, rotating element, commutator, brushes, brush holders, and bearings.
- The controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tapes and mechanical and electrical driving equipment.
- The governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- Deflector of secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight shoes including rollers or gibes.

- Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices.
- Automatic power operated door operators, car door hangers, car door contact, door protective device, load weighing equipment. Car frame, car safety mechanism, platform, elevator car guide shoes, gibes or rollers.
- Hoistway wiring, traveling cables, car wiring, machine room wiring.
- Wire rope will be renewed as often as is necessary to maintain an adequate factor of safety and to equalize the tension in all hoist ropes. The American Standard practice for the inspection of elevators as given in the Inspector's Manual, A17.2, will be followed in determining when the ropes should be replaced for either broken wire strands and/or crown wear. This includes the hoist cables, the governor cable, and compensating cables.
- The entire equipment including the machine room, hoistway, top of car and the pit will be kept clean. The pit will be kept clean of all normal rubbish; however, rubbish, trash, water, or other items deposited in the pit in excess of normal accumulations are not included in this coverage and will be the owner's responsibility.
- All elevators will be tested in accordance with the American National Standard Safety Code for elevators, ANSI A17.1. The contractor will furnish, at his own expense, all the weights, labor, and the transportation related to such tests. The equipment will be inspected by the contractor prior to a test. Any repair after a test and resulting from such tests will not be considered as part of the contractor's maintenance.
- The equipment will be tagged, showing the name of the company and the date of the test performed. Oil buffers, if present, will be similarly tagged.
- The governors will be calibrated during the test, adjusted if necessary, and properly sealed.
- All work is to be performed during regular working hours. This includes regular examination, all repairs major and minor, and emergency call-backs during normal working hours. Any overtime charges for emergency service calls (7 days a week/24 hours a day) are included in this contract.

JOB MATERIAL INVENTORY:

The contractor will maintain, at all times, a supply of contacts, coils, fuses, spirators, resistances, transformers, leads, generator brushes, lubricants, wiping cloths, and other minor parts in the elevator machine rooms for the performance of preventive maintenance.

EXCLUSIONS:

The following items of elevator equipment are not included in this agreement; refinishing, repairing or replacement of car enclosure, car doors, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and/or buried piping and jack casing, (on hydraulic elevators) emergency power plant and associated contractors, emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls.

The adjustments, repairs, or replacements to be made will be such as are disclosed to be reasonably necessary by the examination. The contractor shall not be required to make repairs or renewals necessitated by or involving negligence, obsolescence, or misuse of the machine, equipment or care, or due to any other cause beyond his control except ordinary wear. The 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 or perform any other work not specifically set forth in this contract.

It is understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement (except the indemnity agreement appearing herein below) shall be construed to mean that the contractor assumes any liability on account of accidents to persons or property except those directly due to negligent acts of the contractor or its employees, and that the Purchaser's own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is no way affected by this agreement. The contractor shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damages. No work, service, or liability on the part of the contractor, other than that specifically mentioned herein, is included or intended. It is agreed that the contractor does not assume possession or control of any part of the equipment as set forth herein but remains the exclusive property of the owner.

INSURANCE:

Bidder agrees by entering into this contract to indemnify, defend, and hold harmless Morgan County, Morgan County Commission, its officers, and employees (collectively "indemnified parties") from any and all causes of action or claims of damages arising from negligent performance of bidders performance of this contract. In no event shall Bidder be liable hereunder for negligence of an indemnified party, their invitees or licensees. Morgan County will be entitled to all attorneys' fees incurred in enforcing the obligations of Bidder to honor this paragraph.

The successful bidder will be required to furnish a certificate of Commercial general liability insurance, evidencing the status of Morgan County, its commissioners, agents, servants and employees as additional insured's with respect to claims arising from obligations of bidder with respect to indemnification, defense and hold harmless duties to indemnified parties under this contract. Such commercial general liability coverage shall be in the following amounts:

Bodily injury each person	\$1,000,000.00
Bodily injury for each occurrence	\$1,000,000.00
Property damage	\$ 300,000.00

The successful bidder shall further be required to furnish evidence that it maintains statutory worker's compensation coverage and that there is a waiver of subrogation as to such worker's compensation.

Notice: As a condition of a bid, contracts or grant with Morgan County, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS ENTITY: _____

APPLICANT NAME: _____

E-VERIFY AFFIDAVIT

I _____ (name), on behalf of _____ (business entity), and with lawful authority to act in its behalf, hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of this contract with Morgan County in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicable provisions of Alabama's Immigration Law. The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the County, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification to the County.

E-Verify Employment Eligibility Verification User ID Number

Applicant Signature

Sworn to and subscribed before me this _____ day of _____, _____.

Notary

My Commission expires: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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or					
Employer identification number					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.