



THE CITY OF  
**TALLMADGE**  
HISTORY MOVING FORWARD

## SPECIFICATIONS & PROPOSAL:

# Complete Maintenance and Service Agreement for the City of Tallmadge Elevator

City of Tallmadge Municipal Building

**Proposals due: *July 14, 2020 @ 2 p.m.***

**Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

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**David G. Kline, Mayor**  
**Michael Rorar, Director of Public Service**

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ■ Fax 330-633-1359

# City of Tallmadge Department of Public Service Request for Proposal

Proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 2:00 p.m. Tuesday, July 14, 2020 for:

## **Complete Maintenance Services Agreement for City Hall Elevator**

It is the intent of the City of Tallmadge (the City) to establish a contract to provide for complete maintenance for the elevator (vertical transportation) located at Tallmadge City Hall. The term of the contract will be for three (3) years beginning October 1, 2020, with (2) one-year renewals if mutually agreed upon.

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org>.

Contractors must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Proposal Form. Incomplete proposals will be considered informal and will not be considered. Each proposal must contain the full name of every person or company participating in the contract.

The City of Tallmadge reserves the right to reject any or all proposals and to accept the proposal deemed most beneficial to the City of Tallmadge.

The Contractor is responsible for monitoring the above-named website for any official addenda.

Please contact Linda Poinar in the Public Service Department at [lpoinar@tallmadge-ohio.org](mailto:lpoinar@tallmadge-ohio.org) if you have any questions regarding this Request for Proposal.

Michael Rorar  
Director of Public Service

# Table of Contents and Proposal Checklist

A complete proposal packet will consist of the items listed below.

Complete this checklist to confirm the items required in your proposal. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your proposal. This checklist should be returned with your proposal.

- Cover sheet (Page 1)
- Request for Proposal (Page 2)
- Table of Contents and Proposal Checklist (Page 3)
- Section I: Instructions for Proposal (Pages 4 - 5)
- Section II: Contract Forms (Pages 6 - 12)
  - Contract Form List
  - Contract Form 1: Non-Collusion Affidavit
  - Contract Form 2: Certification of Drug Free Workplace
  - Contract Form 3: Affidavit in Compliance with Section 3517.13
  - Contract Form 4: Independent Contractor Anti-Bias Disclosure
  - Contract Form 5: Certification of No Personal Interest
- Section III: Specifications (Pages 13 -16)
- Section IV: References (Page 17)
- Section V: Proposal (Page 18)

## SECTION I: INSTRUCTIONS for PROPOSALS

All pages of the Proposal, Specifications and Contract Documents must be intact and included in the submitted proposal. Proposals must be on the forms provided on the City of Tallmadge website as none other will be accepted.

Submit all proposals to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Request for Proposals posted on the City of Tallmadge's website at [https:// www.tallmadge-ohio.org](https://www.tallmadge-ohio.org)

Proposals should be marked with project title and the name and address of Contractor and reach the Public Service Department, no later than 2:00 PM on Tuesday, July 14, 2020. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of proposals. The City will disqualify any proposal not received on or before 2:00 PM local time on Tuesday, July 14, 2020

The City reserves the right to waive any informality in any proposal, and to reject any or all proposals. The City also reserves the right not to enter into any contract as a result of this Request for Proposal.

All addendums will be posted on the City website through Vendor Registry. It is the responsibility of those submitting a proposal to check this site on a regular basis. The City will not be responsible for any information not viewed by vendors. All Contractors should register with [www.vendorregistry.com](http://www.vendorregistry.com) so that the City has all the necessary vendor information.

A contract will be awarded to the lowest and best proposal. The City will be the judge of the factors and will make the award accordingly. Should the successful Contractor not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the contract, by the City of Tallmadge, the successful Contractor will receive an official award notification from the City. The signed contract will represent agreement between the City and the Contractor for maintenance and services for the elevators (all terms of the proposal specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The Contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

All employees of Contractor shall submit to criminal background check reflecting there are no crimes of moral turpitude or crimes of violence and successful passage of a substance abuse screening. The results of the background checks shall be provided to the City of Tallmadge.

No employees of the City shall be employed by Contractor.

Contractor shall forward invoice(s) for services rendered directly to: The City of Tallmadge Public Service Department, 46 North Ave., Tallmadge, Ohio 44278. This is not a prevailing wage contract.

## SECTION II: CONTRACT FORMS

- \_\_\_\_\_ Contract Form 1: Non-Collusion Affidavit
- \_\_\_\_\_ Contract Form 2: Certification of Drug Free Workplace
- \_\_\_\_\_ Contract Form 3: Affidavit in Compliance with Section 3517.13
- \_\_\_\_\_ Contract Form 4: Independent Contractor Anti-Bias Disclosure
- \_\_\_\_\_ Contract Form 5: Certification of No Personal Interest

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Being duly sworn, do depose and say:

that \_\_\_\_\_  
(Insert names of all persons, firms or corporations interested in the proposal.)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERE

# CERTIFICATION OF DRUG FREE WORKPLACE

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

Project: \_\_\_\_\_

## CERTIFICATION

The undersigned, being a duly authorized agent of the Contractor does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the workplace is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Contractor that any employee convicted of violating a criminal drug statute occurring in the workplace is required to notify the employer of said conviction within five (5) days after such conviction.
3. Contractor has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Contractor has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract with those who provide a drug free workplace by meeting the above requirements.

DATE: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

Personally, appeared before me the undersigned, an authorized agent, a contractor or vendor on behalf of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
  - a. each owner of more than twenty percent of a corporation;
  - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations;
  - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing;
  - d. each spouse of the above;
  - e. each child seven years of age to seventeen years of age of any of the above;
  - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me, a notary public, and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## CITY OF TALLMADGE INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Stepchild
<input type="checkbox"/>	Stepparent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Stepsibling
<input type="checkbox"/>	Step-aunt/Step-Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship

1. If you answered Other significant relationship in question number 2, please explain below:

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2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

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I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CITY OF TALLMADGE  
CERTIFICATION OF NO PERSONAL INTEREST**

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge, unless otherwise disclosed in writing to all officers and elected officials of the city.
2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature Title

## SECTION III: SPECIFICATIONS

### A. SCOPE OF WORK

1. The City is seeking a qualified contractor to perform elevator maintenance, service and related work. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform elevator maintenance work as specified herein. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for elevator maintenance and repair services.
2. All work covered under this Agreement is to be performed during the regular working hours of 7:00 AM – 4:00 PM of Monday through Friday unless otherwise indicated herein.
3. Contractor must have available Service Center 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary.
4. In the unlikely event of an entrapment, a highest priority response will be given.
5. This Agreement covers minor adjustment service requests during the regular working hours of 7:00 AM – 4:00 PM of Monday through Friday, unless otherwise indicated herein.
6. If the City of Tallmadge should require, at any time, service requests (unless included below) to be made on overtime, the City of Tallmadge will pay only for the difference between the contractors regular hourly billing rate and contractors regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by contractor at an agreed upon rate.
7. Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond contractors control. Service requests do not include work that requires more than one technician or more than two hours to complete.
8. In the event that the equipment is not functioning properly, the City of Tallmadge will shut down equipment and notify contractor immediately for repair. The City of Tallmadge will notify contractor in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately, and written notification must be provided within seven days.

## **B. EQUIPMENT AND PERSONNEL SPECIFICATION**

1. Equipment, tools, and personnel to be supplied by the contractor include:
2. The contractor will supply the necessary equipment to fulfill the job such as planer, pavers, trucks, etc.
3. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
4. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the City Service Director.
5. Contractor's employees shall have CET elevator technician certification

## **C. SAFETY AND LIABILITY**

1. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
2. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City of Tallmadge.
3. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
4. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
5. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

## **D. SERVICE AND MAINTENANCE**

1. **Two times annually** examine, maintain, adjust, and lubricate the equipment at City Hall.
2. Will use lubricants compounded under OEM's specifications or equal.
3. A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
4. Provide housekeeping and cleaning the elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
5. Will repair or replace the below listed elevator system components if the repair or replacement is necessitated by normal wear and tear.

### **A. CONTROL SYSTEM**

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

Service technicians must be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

### **B. POWER UNIT**

Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets, and all other accessories.

### **C. HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

### **D. CAR EQUIPMENT**

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

### **E. ELECTRICAL**

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

**F. HOISTWAY AND PIT EQUIPMENT**

Landing and slowdown switches, limits, and car buffers

**G. RAILS AND GUIDES**

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

**H. DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

**I. SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included during systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.



## SECTION IV: REFERENCES

Complete the following information: List of 10 or more clients over a 5-year period. Provide a contact and phone number of municipalities and clients, which have been serviced by the contractor for similar work, within a 50 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

**NON-MUNICIPALTY REFERENCES / and CONTACTS**

Company Name	Address	Contact:	Phone Number

## SECTION V: PROPOSAL

### Complete Maintenance Services for Tallmadge City Hall Elevator

Description	2020	2021	2022
City Hall Elevator	\$	\$	\$

**Per Hour Charge on Repairs:** \_\_\_\_\_

Invoice shall be submitted annually for the elevator service.

Any additional items or changes can be made to the above schedule by mutual agreement.

Contractor shall provide a written Maintenance Control Program compliant with State of Ohio requirements.

The City agrees to pay the minimum quoted price annually, plus any additional services agreed upon.

Agreement may be canceled by either party upon 30-day written notice.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_