



## INVITATION FOR SEALED BID

### TAC #257 (Re-Bid)

Description: ELEVATOR MAINTENANCE & SERVICE  
Department: CITY OF TULSA

NIGP Commodity Code(s): 910-13-00-00-000-0

Total pages including this page is 24

**NOTE: FAXING OF BID WILL NOT BE ACCEPTED.**

### **Important Instruction** – Read Carefully:

If you have obtained these bid specifications from either of:  
City of Tulsa's Fax-on-Demand (918-596-1171) or  
City of Tulsa's Web-site : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the web-site.

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:** JANUARY 18, 2001

**BID NUMBER:** TAC 257 Re-Bid

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: JANUARY 8, 9, 10, 11, 12, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$500

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

**LAURA BLADES 918-596-7553**

\*\*\*\*\*

**THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER**

\*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [  ] BID BOND ; [  ] CASHIER'S CHECK; [  ] Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_  
(Signature)

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

# INTEREST AFFIDAVIT

STATE OF \_\_\_\_\_ }  
                                  } ss  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

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

**The Interest Affidavit must be completed, signed by an authorized agent, and notarized.**

# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says

**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

**CONTRACTOR/BIDDER INFORMATION SHEET**

**To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)**

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

## TAC 257 Re-Bid

<u>Item</u>	<u>Make</u>	<u>Serial No.</u>	<u>Type</u>	<u>Location</u>	<u>Monthly Cost</u>
1.	Montgomery	411-H	Hydraulic	Public Works, Operations 2317 South Jackson	\$ _____
2.	U.S.	886960	Hydradic	Public Works, Southside Treatment Plant 5300 South Elwood	\$ _____
3.	Montgomery	CT29933	Electric	Public Works Northeast Interceptor 3 Mi West of Mingo Road On Mohawk Blvd.	\$ _____
4.	Montgomery	P73296.24.85	Hydraulic	Public Works Mohawk Plant 3600 East Mohawk Blvd.	\$ _____
5.	Esco	N/A	Hydraulic	Public Works A.B. Jewell Plant 18707 East 21 <sup>st</sup> St.	\$ _____
6.	Montgomery	CP161975	Hydraulic	Park Department Rose Garden Center 2435 South Peoria	\$ _____
7.	Dover	EB-9496	Hydraulic	Public Works West Bank Lift Station 4899 South Elwood	\$ _____
8.	Otis	N/A	Electric	Finance/Surplus Yard 108 North Trenton	\$ _____
9.	Esco	N/A	Hydraulic	Public Works 21 <sup>st</sup> & Riverside Drive	\$ _____
10.	Dover DMC	N/A	Hydraulic	Public Works Lighthouse 12236 South Sheridan Road	\$ _____

**TOTAL MONTHLY COST: \$ \_\_\_\_\_**

**BIDDERS NOTES:**

- It is the intent of the City of Tulsa to make award to the lowest qualified, as determined by the City, secure bidder based on the total monthly cost of all locations listed.
- For technical assistance or to arrange a site inspection, please contact the following persons.

Item 1	Peggy Quarles	596-9565
Item 2	Roger Scott	591-4440
Item 3	Jim Tweet	591-4570
Item 4	Larry Hamon	591-4041
Item 5	Emmet Blankenship	669-6471
Item 6	Bonnie Hammond	743-5125
Item 7	Roger Scott	591-4440
Item 8	Bill Scullaw	596-1265
Item 9	Bill Fall-Leaf	669-6101
Item 10	Kevin Derrick	369-5961

**TAC 257 (RE-BID)  
ELEVATOR MAINTENANCE & SERVICE  
CITY OF TULSA**

**INTENT:**

It is the intent of this bid to secure, on a competitive basis, a contractor to provide routine and emergency **Elevator Maintenance Service** for the City of Tulsa.

**BIDDER AFFIDAVITS:**

Each bidder shall accompany his bid with a fully executed and notarized copy of the attached Non-Collusion Affidavit and the Interest Affidavit. Failure to do so shall be cause for rejection of the bid.

**BID BOND OR DEPOSIT:**

Each bidder shall accompany his bid by a certified or cashier's check or bid bond in the amount of **\$500** which shall be deposited with the City Auditor as a guarantee, and in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds and insurance to the City of Tulsa, there shall be forfeited to the City of Tulsa the cost of republication of notice to bidders, all actual expenses incurred by reason of bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of said check or bid bond. Said certified or cashier's check, on execution and delivery of the contract and required bonds and insurance, and checks of unsuccessful bidders shall be returned upon award of the contract to the successful bidder.

**CONTRACT TERMS:**

The terms of the contract shall be for a period of one (1) year beginning from the date the current contract expires, March 17, 2001. The contract shall be renewable, with the consent of both parties, for four (4) successive one (1) year periods.

The successful bidder(s) will be required to enter into a contract with the City within ten (10) days after submission of same.

**PERFORMANCE BOND:**

Within ten (10) days following the award of the contract, the successful bidder will be required to execute and furnish a performance surety bond in the amount of **100%** of the contract guaranteeing the proper and prompt completion of the work in accordance with the provisions of the contract, plans, and specifications.

**ASSIGNMENT & SUBLETTING OF CONTRACT:**

The contractor shall give his personal attention to the fulfillment of this contract, and shall not let, assign or transfer it or his right, title, or interest in or to the same or any part thereof, by attorney or otherwise, or sublet any part of the work to any other person without the previous consent of the City in writing.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the contractor upon notice from the City. The contractor shall be as fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly employed by his subcontractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the City.

**FORCE MAJEURE:**

Neither party shall be required to perform any term, condition, or covenant in this contract so long as such performances is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the party required to perform and which by the exercise of due diligence said party is unable, wholly or in part, to prevent or overcome.

**TERMINATION OF CONTRACT:**

The City of Tulsa may by written notice terminate the contract and retain the performance bond for contractor's default, in whole or in part, at any time if contractor refuses or fails to comply with the provisions of this; maintain consistently high quality of work or so fails to make progress as to endanger performance and does not cure such failure after written notice with specific days of time, or fails to perform the services within the time specified or any written extension thereof. In such event the City of Tulsa may retain the performance bond, purchase or otherwise secure services and contractor shall be liable to the City for any cost, in excess of the performance bond, occasioned the City thereby. Termination, if necessary, shall be effective 30 days from notification.

**BID PRICING:**

All bids are to indicate the charge per month to maintain the units indicated. Individual pricing per location is desired. If there are any deviations from this clause, it is to be set out on separate sheets giving all details of the breakdown.

In the event any bidder feels a firm price cannot be maintained for the five-year period, it will be incumbent upon the bidder to hold the price quoted firm for one year.

The City reserves the right to reject any or all bids; to waive any or all formalities in connection therewith, and does not bind itself to accept the lowest bid or any proposal for the work or any part thereof; and, shall have the right to ask for new bids.

No bidder may withdraw his bid within sixty (60) days after actual date of the opening thereof.

## **PRICE ADJUSTMENT OPTION:**

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal periods, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- 1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, in the bid for the initial contract. Such formula shall be reasonable, objective and capable of measurement.
- 2) The contractor notifies the city, in writing, no later than 60 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

## **ALTERING BIDS:**

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time and date must be initialed by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

## **INSURANCE REQUIREMENTS:**

### **General Liability:**

The City of Tulsa shall not be held liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

### **Liens:**

Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action of suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's, materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

**Premiums:**

Premium on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

**Insurance Requirements:**

The contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen’s compensation and employer’s liability insurance in the amounts required by law. The contractor shall also furnish an owner’s protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of contractor’s liability coverage.

Personal Injury, each person	\$	100,000
Personal Injury, each occurrence	\$	1,000,000
Property Damage, each person	\$	25,000
Property Damage, each occurrence	\$	100,000

**Performance bonds and/or evidence of insurance required of the successful bidder on this bid solicitation must be delivered to:**

**Legal Department – City of Tulsa  
200 Civic Center, Room 316  
Tulsa, OK 74103**

**Each performance bond or insurance certificate MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.**

**APPLICABLE CODES & REGULATIONS**

**AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

**CODE REQUIREMENTS:**

All elevator operations, tests, inspections, maintenance, alterations, or repairs performed under this contract shall be in strict compliance with the requirements for

such activities stated in the latest editions of the American National Standards Institute/American Society of Mechanical Engineers publications A17.1 titled "Safety Code for Elevators and Escalators", hereinafter referred to as the ANSI A17.1 Code, and any other law, ordinance, code, regulation, or rule applicable to the premises. This also includes all changes made in the ANSI A17.1 Code during the course of this contract, at no added cost to the City of Tulsa.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:**

- A. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
  - 2. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**DISCLOSURE OF INFORMATION:**

All information received or obtained by vendors in connection with this bid must be treated as confidential and not used for any purpose other than for replying to this proposal request, and for fulfillment of any subsequent contract, if awarded.

All proposal information received from vendors by the City of Tulsa, in connection with this bid, will be retained by the City and remain as a matter of public record. Any proprietary or confidential information should be identified as such, and the desired treatment of the information specified.

Proposals will be rejected if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

**RIGHT TO AUDIT:**

Bidder fully understands that it is a condition of this bid to allow City to audit for goods, services, materials, and/or supplies provided to the City of Tulsa. Bidder agrees to provide timely access to its books and records on Bidder's premises upon reasonable

request by City staff. Bidder further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Bidder's books and records relating to the goods, services, materials, and/or supplies furnished to the City during the term of any contract between Bidder and City.

### **CHANGES AND REVISIONS:**

#### **ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications, or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

#### **CHANGES IN SCOPE OF WORK:**

The City of Tulsa may make changes within the general scope of the services to be performed by giving to the contractor and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the services, an equitable adjustment in the price shall be made. No change by the contractor shall be recognized without written approval by the City.

The City reserves the right to add elevators to the contract provided that the price for additional service is reasonable and agreed to by the City and the Contractor.

The City reserves the right to modify this contract at any time by (temporarily) removing monthly maintenance service to each elevator as needed covered by this contract.

#### **CHANGES BY THE CONTRACTOR:**

The contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the City of Tulsa. If changes are authorized, the contractor shall make appropriate revisions to the elevator drawings and/or specifications. All parts or components installed or improvements made by the contractor during the term of this contract shall become and remain the property of the City of Tulsa.

#### **AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

#### 406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.

- . Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. the quality of performance of previous contracts or services;
  - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
  - j. the number and scope of conditions attached to the bid.
  - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

## **TECHNICAL SPECIFICATIONS**

### **QUALIFICATIONS:**

It is imperative that the maintenance be made by a contractor who has maintained an office in the City of Tulsa for a minimum of three (3) years and has satisfactorily maintained the manufacturer's elevators of the grade and to the degree included in the specifications hereinafter described for a period of at least three (3) years. Bids will be considered only from bidders who are regularly established in the business called for and who, in the judgment of the department are financially responsible and able to show evidence of their reliability, ability, experience, equipment facilities and persons directly employed or supervised by them to render prompt and satisfactory service.

## **RECORDS:**

The contractor shall compile and maintain a complete, orderly and chronological file including original design drawings, complete parts lists, and copies of all reports as required by these specifications. A record of all call backs and repairs shall be kept by the contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. This file shall be available for inspection, and a copy shall be forwarded to the City of Tulsa immediately upon request.

Contractor must furnish and maintain in legible condition a complete set of wiring diagrams to be left on the premises at all times during the contract period. On contract termination these diagrams are to remain the property of the City of Tulsa.

The contractor agrees to accept full responsibility for the elevators as covered under these specifications and is to leave them in first class condition on the termination date.

## **SITE EXAMINATIONS:**

Contractor shall inspect elevator equipment listed herein, take equipment as it is, and be responsible for the work specified. Failure to visit site will in no way relieve the successful bidder from the necessity of furnishing all labor, materials and equipment or performing any work required to complete work specified herein without additional cost to the City. Contractor shall leave the elevators in first class condition on the termination date of the contract.

## **ITEMS NOT COVERED BY THIS AGREEMENT:**

The cleaning, refinishing, repair or replacement of:

1. Any components of the car enclosure including removable panels, door panels, sills, car doors, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
2. Hoistway enclosures, hoistway gates, door panels, frames and sills.
3. Cover plates for signal fixtures and operating stations.
4. Main line power switches, breakers and feeders to controllers.

5. Emergency power plant and associated contractors.
6. Emergency car light and all batteries.
7. Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
8. The elevator service contractor shall not be responsible for cleaning made necessary for reasons beyond the elevator service contractor's reasonable control as a result of improper janitorial or building maintenance functions. Minimum hoistway cleaning shall occur every four (4) months. The elevator service contractor shall recognize the importance of the need to maintain a clean and orderly environment.

### **SCOPE OF WORK:**

The elevator maintenance contractor shall furnish all labor, materials, and equipment necessary to provide full maintenance and call back service on the elevators listed. This service shall consist of periodic examinations of the equipment, adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of the contractor.

The elevator service contractor shall periodically examine all safety devices as recommended by the current editions of the "ANSI CODES".

The elevator service contractor shall, coordinating schedules with the Contacting Officer, perform all periodic tests as outlined in the "ANSI CODES". The elevator service contractor shall not be liable for damages to the equipment or building resulting from these tests.

The subject tests shall be performed by elevator service contractor technicians especially trained to execute same. Results of each test shall be recorded on forms acceptable to the Contacting Officer.

The repairs or replacements made necessary through normal use, wear and tear are to be made without additional cost.

Re-lamp all signals are required during regular examinations only.

The repairs shall be executed only with personnel trained and equipped to execute the work, in the safest, most efficient manner with the least interruption to the normal traffic flow in the building.

All extensive repairs or replacements shall provide all "Out-of-Service" signs, barricades and safety equipment for the elevator service contractor's employees assigned to the work.

Repairs and replacement parts shall be equal to or better than those provided by the original equipment manufacturer and shall be such as to maintain the original integrity of the elevator system consistent with the system's original design.

### **MAINTENANCE SPECIFICATIONS:**

- A. The contractor must maintain the efficiency, safety and speeds specified in the original elevator contract and as designed by the manufacturer of the equipment at all times, including acceleration, deceleration, contract speed in feet per minute, with or without full load, floor to floor time and door opening and closing time.
- B. The Contractor must regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace: machine, worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings, controller, selector and dispatching equipment, all relays, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape and mechanical and electrical driving equipment; governor, governor sheave and shaft assembly, bearing contacts and governor jaws; deflector or secondary sheave, bearing, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension and sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs; hoistway door interlocks, hoistway door hangers, bottom door guides, an auxiliary door closing device; automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, wood platform flooring and tile floor covering in the elevator car.
- C. The Contractor shall keep the guide rails clean and properly lubricated, except when roller type guides are involved, no rail lubrication shall be used. The Contractor shall regularly brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottom of platforms and remove dirt and accumulated rubbish from pits and machine room floor.
- D. The Contractor shall lubricate all sheave bearings and hoistway ropes, repack machine stuffing box and refill gear cases when required. All oil reservoirs shall be kept properly sealed to prevent leakage. Lubricants must meet or exceed the minimum requirements specified by the original equipment manufacturer. Application of lubrication shall follow the original equipment manufacturer's recommended schedules and comply with any requirements and recommendations stated in the "ANSI CODES".
- E. The Contractor shall renew wire rope as often as it is deemed necessary to maintain an adequate factor of safety, and repair or replace conductor cables as needed.

- F. Inspections, Tests and Reports: Examine monthly all safety devices and governors and conduct annual no-load test, and on the fifth year perform a full-load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor will be sealed for proper tripping speed. Reports shall be submitted in duplicate within sixty (60) days of date test was made to the appropriate City authority.
- G. When necessary, the Contractor shall renew guide rollers as required to insure smooth and quiet operation.
- H. The exterior of the elevator machinery and any other parts of the quipment subject to rust shall be kept properly painted, neatly secured and presentable at all times. All paint, brand and colors shall be approved by the Contacting Officer prior to its application. Application shall be of high quality and in all instances shall comply with all requirements stated int eh "ANSI CODES". Motor windings shall be periodically treated with an original equipment manufacturer's recommended insulating compound.
- I. **SPARE PARTS:** The Contractor must maintain in his maintenance stock warehouse at all times for immediate delivery and installation or within three (3) days, sufficient supply of emergency parts for repair of each elevator.
- J. The Contractor agrees to accept full responsibility for the elevators as covered under these specifications and is to leave them in first class condition on the termination date.

#### **EMERGENCY CALL BACK SERVICE:**

This contract includes a 24 hour callback service to be provided by the contractor in case of emergencies. Response time to all callbacks shall not be longer than one (1) hour after being reported to the elevator service contractor.

#### **TECHNICIANS AND REPAIR PERSONNEL:**

Only trained service technicians are to perform work as stipulated in this agreement. Service technicians assigned by the Contractor must be thoroughly trained in all respects to perform the maintenance and repairs which may become necessary during the terms of this agreement.

The Contractor shall have and maintain backup technicians who are completely trained in all respects to assume the responsibilities fo the maintenance of the elevator covered by this agreement, in the event of sickness or other causes of absence of the regularly assigned technician.

The Contractor must stand ready to provide adequate proof, satisfactory to the Contacting Officer, that the technicians are properly qualified to perform this work, prior to any contract award.

**REPAIR CREW REQUIREMENTS:**

In addition to the regularly scheduled (routine) preventative technicians, the Contractor shall have, maintain and supply as needed a minimum of two (2) full-time service repair teams skilled in the execution of any and all repairs which may become necessary at this facility during the term of this contract.

**SCHEDULED PREVENTATIVE MAINTENANCE:**

All scheduled (routine) preventative maintenance hours worked by the Contractor's employees shall be scheduled elevator-by-elevator prior to commencement of contract and subject to final approval of the Contacting Officer. The preventative maintenance schedule, as prepared by the Contractor, must show building name, elevator serial number, planned examination frequency, planned examination hours and be keyed to preventative maintenance schedule published by the original equipment manufacturer or approved by the City of Tulsa representative.

**SAFETY REQUIREMENTS:**

In the performance of this contract, the contractor shall take such safety precautions as the Contacting Officer or his designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contacting Officer or his designee will notify the Contractor of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which his attention has been directed. Such notice, when served on the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly, the Contacting Officer may issue an order stopping all or part of the work and hold the Contractor in default.

**WORK SCHEDULE:**

All work included in this contract shall be performed during regular working hours of regular working days of the trade. Overtime work is not included in this agreement and if requested to perform work outside of the Contractor's regular working hours, the City of Tulsa agrees to pay for the difference between regular and overtime labor at the Contractor's regular billing rates. The Contractor shall; however, provide emergency callback service at all hours without additional charge.

**DRESS AND IDENTIFICATION:**

The elevator service contractors' employees shall be neatly dressed at all times while at this facility, and shall wear identification bearing elevator contractor's name.

Service vehicles used by the elevator service contractor shall be conspicuously identified with the Contractor's company name.

**SUPERVISION AND ADMINISTRATION:**

All preventative maintenance, repairs or other work executed by the elevator service contractor's employees at this facility shall be under the direct supervision of a full-time service supervisor employed by the Contractor.

**BIDDER'S QUESTIONNAIRE**

1. Did you inspect the elevators listed herein prior to submission of bid? \_\_\_ Yes \_\_\_ No
2. What method do you use to receive emergency and service requests?
3. How soon can you respond to an emergency during regular work hours?  
(Monday through Friday, 8:00 am to 5:00 pm)
4. How soon can you respond to an emergency after work hours and weekends?
5. Do you have available spare parts for emergency repairs?
6. How many elevator maintenance contracts do you currently have within the City of Tulsa?

7. **Please provide three (3) references of your work history along with the phone numbers, and names of the persons responsible for elevator maintenance at these locations.**
  
8. **Do you have a separate repair group or do your regular examiners perform repair work?**
  
9. **Describe your method and type of equipment used to measure elevator performance.**
  
  
  
  
  
  
  
  
  
  
10. **Do you presently have the technical manuals for the elevators listed?**
  
  
  
  
  
  
  
  
  
  
11. **Give ratio of qualified technicians to number of elevator units in the Tulsa Metropolitan area that you presently service?**
  
  
  
  
  
  
  
  
  
  
12. **Do you have a full time office staff? \_\_\_\_ Yes    \_\_\_\_ No**  
**If not, how do you receive emergency or other service calls?**
  
  
  
  
  
  
  
  
  
  
13. **Describe your school or training program for training your mechanics to service elevators listed?**
  
  
  
  
  
  
  
  
  
  
14. **Do you have all special tools necessary to provide proper repairs or service for the elevators listed?**
  
  
  
  
  
  
  
  
  
  
15. **On your inspection, did you find any major or serious problems that will affect your bid?**

If so, explain in detail. Please submit your evaluation on the present condition of the elevators and equipment.