



## **ELEVATOR MAINTENANCE**

**Quotation Number 12-Q02/PF**

JULY 20, 2011

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPO, CPPB, Purchasing Supervisor.**

**E-MAIL: [pford@swa.org](mailto:pford@swa.org)**

**TELEPHONE NUMBER: 561-640-4000 x 4528**

**ALL QUOTATION RESPONSES MUST BE RECEIVED ON OR BEFORE AUGUST 26, 2011 PRIOR TO 5:00 P.M., EST. THE ATTACHED QUOTE PROPOSAL FORM MUST BE SIGNED BY THE CONTRACTOR AND SUBMITTED IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE MUST BE CLEARLY MARKED "QUOTE NO. 12-Q02/PF: ELEVATOR MAINTENANCE".**

**Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412**

### **SPECIAL CONDITIONS**

#### **PURPOSE**

The purpose of this solicitation is to establish a contract with a qualified contractor to provide regularly scheduled elevator maintenance services including: inspections, preventative, corrective maintenance, and equipment coverage for all of the elevators as listed below:

- Two passenger elevators located at 7501 North Jog Road, West Palm Beach FL 33412;
- One passenger elevator located at 6255 North Jog Road, West Palm Beach FL 33412;
- One dumbwaiter elevator located at 6255 North Jog Road, West Palm Beach FL 33412.

## **AWARD – SERVICES**

Contract will be awarded to the responsive, responsible bidder, providing the lowest yearly total for preventive maintenance services for SWA elevators, subject to the terms and conditions herein.

The Authority reserves the unqualified right, in the Authority's sole and absolute discretion, to reject any and all quotes, to waive any irregularities, or to accept the quote which, in the Authority's judgment, will under all circumstances, best serve the public's interest.

## **QUALIFICATION OF BIDDERS**

This quote shall be awarded only to a responsible bidder, qualified to provide the work specified. **The bidder shall submit the following information with his quote:**

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners.
- C. List of equipment and facilities available to do the work.
- D. Complete and submit with quote, Attachment Form 1-5

Failure to submit the above requested information with Quote or within three (3) days of request, may be cause for rejection of your quote. Information previously submitted to the Authority in response to another Request for Quote shall not satisfy this requirement. The term "*experience*", as used in this requirement, shall mean the experience gained as and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this quotation. It shall not mean the experience of individual employee(s).

## **TERM**

This Agreement shall commence on October 01, 2011, and continue until September 30, 2012. Prior to, or upon completion of the initial Agreement term, by mutual agreement of both parties, this Agreement shall be renewed for an additional two (2) years, on a year-by-year basis.

## **OPTION TO RENEW FOR TWO ADDITIONAL YEARS (With Price Adjustment)**

The preventive maintenance price and the labor rates for additional services may be adjusted annually, as of the date of the Labor Rate published by the Elevator Contractors of America, Inc. (E.C.A.) for International Union of Elevators Constructors, Local #71, Miami, Florida. It is the Contractor's responsibility to request any pricing adjustment under this provision. Requests for price adjustments must be accompanied by sufficient documentation to allow the SWA to adequately analyze the request. Adjustment in prices shall become effective in conjunction with the effective date of the Labor Rate published by the Elevator Contractors of America, Inc. (E.C.A.) for International Union of Elevators Constructors, Local #71, Miami, Florida. **The first price adjustment consideration shall be no sooner than January 1, 2013.**

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

**METHOD OF ORDERING**

Service shall be ordered via individual purchase orders on an "as needed" basis or Blanket orders for services at specified intervals for the term of the contract. **Invoices must be submitted against each individual purchase order or blanket purchase order release.**

Service call shall be made within time established in vendor's quote response.

**METHOD OF PAYMENT: UPON COMPLETION OF WORK**

Payments for quarterly preventative maintenance and other additional services rendered shall be made upon completion of work. The Contractor shall submit a properly executed invoice, with supporting documents if necessary. The Contractor shall submit with all invoices, a copy of the mechanic's service receipt indicating the date, time and nature of service performed. The Contractor shall email a service ticket to John Low ([jlow@swa.org](mailto:jlow@swa.org)) at 561-358-1941.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

All Bidders submitting a response to this Quotation agree that such response also constitutes a quote to all political subdivisions under the same conditions, for the same prices and the same effective period as this quote, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

**RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful bidder, the Authority shall serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination.

**OSHA REQUIREMENTS**

Contractor shall at all times comply with OSHA Regulations and State of Florida requirements.

**CODES AND REGULATIONS**

The vendor must strictly comply with all Federal, State and local building and safety codes.

**LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the Authority, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the Authority prior to commencement of work, if applicable.

**PROTECTION OF PROPERTY**

The successful bidder shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

**INSURANCE REQUIRED**

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without sixty (60) days prior written notice to the Authority. Non-compliance with the foregoing requirements shall not relieve the vendor of their liability and obligations under this contract.

The Bidder shall maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence.

The Bidder shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or	\$ 1,000,000 each occurrence
Property Damage	\$ 1,000,000 aggregate
	or
Combined Single Limit	\$ 1,000,000 each occurrence/aggregate

These limits are to protect the Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence.

**ALL** insurance shall specifically include the Authority as an "Additional Insured".

**FORCE MAJEURE**

Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders of instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

### **CANCELLATION, WITHOUT CAUSE**

The Authority reserves the right to cancel this contract without cause via thirty (30) day written notice.

### **EQUITABLE ADJUSTMENT**

The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the successful bidder's control, (2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the successful bidder that continued performance of the Contract would result in a substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

### **NO GUARANTEE OF AMOUNT OF WORK**

The bidder(s) should fully understand that the Authority does not, hereunder, contract to do any specific amount of work during the contract period. The Authority reserves the right to modify or terminate maintenance/inspection schedules at their discretion.

### **CHARACTER OR WORKMEN AND EQUIPMENT**

All equipment and workmen provided by the contractor for the work hereunder shall be the best available for the kind of work being performed. Any person employed by the contractor, whom the Authority may deem temporarily or permanently incompetent or unfit to perform the work, shall underwritten instruction of the Authority be removed from the job, and such person shall not again be employed on Authority projects. Failure by the contractor to provide adequate equipment may result in annulment of this contract as herein provided.

### **LAWS TO BE OBSERVED**

In the prosecution of this contract, the contractor shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

### **PREFERENCE APPLICATIONS**

A bidder who meets the qualifications for Local Preference and whose bid is within 5% of the low bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final bid along with the low bidder and any other bidder(s) whose bid amount is equal to or less than the highest local bidder within 5% of the low bid. Contract will be awarded to the lowest best and final bid; in case of a tie for the lowest best and final bid the contract will be awarded to the lowest best and final bid offered by the local bidder. Ties between local bidders will be determined by a coin toss.

### **LOCAL PREFERENCE QUALIFICATION**

In order to qualify for local preference, the firm must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. The firm must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of the solicitation. A valid Business Tax Receipt issued by the Palm Beach County Tax

Collector is required and will be used to verify that the proposer had a permanent place of business one year prior to the issuance of the solicitation. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the bid at the time of bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanently affixed to the land). The firm's office shall be fully staffed with personnel including at least one of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by Authority staff may be required to confirm local presence. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a local preference. The Authority may require a firm to provide additional information for clarification purposes at any time prior to the award of the contract.

#### **MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE)**

Minority/Woman/Small Business Enterprise indicates a business entity which is owned and operated by a minority or woman. Minority/woman/small business group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Female, Native American, Asian-Pacific, Asian-Indian, and eligible others. An M/W/SBE wishing to participate in the Authority procurement process may contact the Purchasing Services for information and assistance.

#### **OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The Solid Waste Authority (Authority) has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **CONE OF SILENCE**

Bidders are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Bidders or any person representing the Bidders and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the

Authority to award the contract under this bid, or any member of the selection committee authorized to evaluate the proposals/bids/response.

The Cone of Silence shall be in effect as of the deadline to submit bids even if bid is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this Bid. The Cone of Silence shall remain in effect until the Governing Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all bids or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

#### **PURCHASING AGENT**

All questions and communications concerning this procurement process must be directed to Mr. ***Phillip Ford***, Purchasing Supervisor of Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to [pford@swa.org](mailto:pford@swa.org), or by facsimile to 561-640-3400.

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## SCOPE OF WORK

### STATEMENT OF WORK

Contractor shall perform elevator maintenance services including: inspections, preventative, corrective maintenance, and equipment coverage for all of the elevators as listed below:

- Two passenger elevators located at 7501 North Jog Road, West Palm Beach FL 33412;
- One passenger elevator located at 6255 North Jog Road, West Palm Beach FL 33412;
- One dumbwaiter elevator located at 6255 North Jog Road, West Palm Beach FL 33412.

The coverage shall include the entire elevator system described above and shall include:

- A. MACHINE, including worms, gears, bearings, brakes, linings, coils, contact, coupling, and sheaves.
- B. PUMP UNITS, Including tank, fluid, jack packing, exposed piping, motor, pump, and valve system.
- C. SELECTOR, including motors, cams, switches, bearings, wiring, cable, tape, and driving mechanism.
- D. CONTROLLER AND DISPATCHER, including wiring, relays, capacitors, timer, resistors, computers, solid state components, circuit board, rectifiers, transformers, load weighing, and transducers.
- E. HOIST MOTOR AND GENERATOR, including windings, fields, stators, rotating elements, brushes, holders, bearings, commutators, and static drive.
- F. CAR SHAFTWAY, AND MACHINE ROOM WIRING, including traveling cables.
- G. HOISTWAY EQUIPMENT, including switches, cams and sheaves.
- H. DOOR OPERATOR SYSTEM, including motor, clutches, sheaves, belts, bearings, contracts, cams, gears, car door hangers, and door reversal devices.
- I. CAR AND HALL SIGNAL DEVICES, including lamps and displays.
- J. CAR AND HALL OPERATING DEVICES, including buttons, lamps and switches, ventilating fan, safety devices.
- K. DOOR HARDWARE, including track and hangers, interlocks, gibs, and closers.

## **CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall maintain all elevators in first-class operating conditions and comply with current American Standard Safety Codes. All elevators and associated equipment maintenance procedures shall conform to the State of Florida elevator requirements and specified under the Department of Business Regulation, Division of Hotels and Restaurants, Bureau of Elevator Safety, ANSI/ASME, and any applicable Local and National codes.

The Contractor shall maintain the original efficiency, safety and rated speed of the units including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where power door operation exists, all per manufacturer's specifications and/or by code requirements. Additionally the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment. Contractor shall test and audit the equipment on an annual basis. Such test shall be witnessed by a SWA designated Qualified Elevator Inspector.

The Contractor shall regularly and systematically, repair, examine, inspect, adjust, lubricate as required, and repair or replace worn or defective elevators and lift components.

Any other work required by the manufacturer for normal preventative maintenance to the elevators shall also be included in the scope of work.

### a. Preventive Maintenance Service

During quarterly preventive maintenance services, the Contractor shall, per manufacturer's manual of repair and as outlined in this agreement for hydraulic elevators, examine, inspect, adjust, lubricate as required, and repair or replace worn or defective elevator/lift components. Check for proper operation of fireman's service equipment, alarm bells, emergency stop switches, emergency car lights & batteries and all controls on the car panel and, Contractor shall also as required, align elevator guide rails, correct all deficiencies found. Pits shall be clean and free of oil and debris. For those elevators that have microprocessor equipment used in the elevator system, the elevator contractor must have all diagnostic equipment, solid-state circuitry spare parts, and full reprogramming capabilities.

The Contractor shall not be responsible for any work required due to obsolete items (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by fabrication), accident, abuse, vandalism, misuse, negligence or any other cause beyond their control other than ordinary wear and tear.

During quarterly preventive maintenance service of hydraulic elevators, the following shall be performed:

#### (1) Hydraulic Elevators

Observe the elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices, leveling, and determine if creeping of elevator is present. Correct all deficiencies found.

Examine, lubricate, adjust and, as required, repair/replace the following covered components:

**Basic components:** Controller components, resistors, timers, fuses, overloads, minor contacts wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, car fan, electrical wiring, switches, door protection devices, and alarm bells. Test and correct all deficiencies to the manual and emergency controls.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors and valve.

(2) Dumbwaiters

Observe the elevator throughout the entire range of service for safe and efficient operation. At each floor, test all controls, safety devices, leveling, and determine if creeping of elevator is present. Correct all deficiencies found.

Examine, lubricate, adjust and as required repair/replace the following covered components:

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

**Major components:** Brake, hoist motor, hoist ropes, machine, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

(3) Cleaning/painting

As required, clean the machine room, car top and pit of debris related to Contractor's work in these areas; and periodically paint the machine room floor.

(4) Testing of Safety Devices

Perform the annual relief pressure and leakage tests on the hydraulic elevators per Local and State codes. Correct any and all deficiencies found during these tests and provide documentation of the results of these tests to SWA's Facility Maintenance Department within 24 hours of found deficiencies.

(5) Testing and Inspection

**TESTING AND INSPECTION:** The Contractor shall perform Routine and Periodic Testing and Inspection of the Equipment as specified in the latest edition of ANSI/ASME A17.1, Part X, State of Florida and local ordinances and as specified below. Contractor shall notify Facilities Manager prior to the inspection and test to allow an Authority representative to attend.

### One (1) year Testing and Inspection

The Contractor shall, at intervals of not longer than one (1) year from the initiation date of this Agreement, perform the One (1) Year Testing and Inspection as outlined in ANSI/ASME A17.1, Part X Section 1005.2. Inspection report shall be signed by Contractor's Maintenance Supervisor.

### Annual Inspections

Contractor agrees to assist the qualified elevator inspector designated by SWA in performing the inspections required by The Florida Elevator Safety Act, Chapter 399, Florida Statutes, mandated annual inspections. The qualified elevator inspector shall process all paperwork and submit to the state.

### (6) Inspection Logs

All elevator and lift service logs must be kept current, including date, hours spent on service, and description of service performed in detail. Also, a detailed schedule of full preventive maintenance with indications of frequency of task shall be posted and mounted on each controller. These logs, for each elevator or lift, must be kept in the elevator or lift equipment machine room and be accessible for inspection by the State Elevator Inspector, and Facilities Maintenance Department.

## **CUSTOMER SERVICE**

The Contractor shall provide a 1-800 service dispatching telephone number to SWA. The dispatcher must be available 24 hours/7 days a week. The Contractor shall also provide any additional customer service enhancements which are offered by the company.

## **HOURS OF SERVICE**

Normal SWA hours are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday. Overtime hours are defined as all hours not defined as "normal". All work, unless authorized by SWA's Facility Maintenance Supervisor or Manager, shall be performed during normal working hours. The hourly rate charge shall commence on the job site. All travel expenses shall be borne by the Contractor and not be reimbursed by SWA. The Contractor's mechanic shall report upon his arrival and departure with SWA's Facility Maintenance Department.

## **CALLBACK RESPONSE TIME**

Response time for callback service during regular working hours shall be within 4 hours and during overtime hours shall be within 12 hours. Call Back Service shall be provided for "emergency minor adjustment callback" to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors outside of the contractor's control. Call back Response time for these calls shall be provided 24 hours a day, 7 days a week.

## **EMERGENCY SERVICE**

Emergency service call shall be responded to within 4 hours after being notified. Emergency service includes those situations that are considered to be health, welfare, safety hazards or contributing to further equipment damage if service is not handled immediately. Loss of all elevators serving specific area of a building and passenger entrapments are considered emergencies.

Contact John Low ([jlow@swa.org](mailto:jlow@swa.org)) at 561-358-1941 or Brian Fuente ([bfuente@swa.org](mailto:bfuente@swa.org)) at 561-685-9103 for service scheduling.

The Contractor shall email and/or fax a service ticket to the above mentioned SWA staff.

To the extent possible all preventive maintenance, which requires removal of elevators or lifts from service, will be scheduled during off-peak hours of building operation.

No elevator or lift will be taken out of service during normal business day without prior notification to the SWA's representative except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators.

### **COST OF LABOR, MATERIALS, PARTS AND LUBRICANTS**

The cost of all labor, materials, parts, and tools necessary to perform complete full service to the elevators and associated equipment (as outlined under Contractor's Responsibilities) shall be included in the base contract price for each type of service.

If the Contractor on his own accord performs normal maintenance or repair work included in this contract on overtime, the Contractor shall absorb the total cost of this work. This includes any work that must be done during non-duty hours or SWA's holidays in order to maintain elevator service to all areas of a building.

If the SWA requests service not included in this contract to be performed after normal working hours, the contractor will be compensated for both time and materials required to perform the work at the established overtime hourly rate for labor, and at cost for materials plus mark-up. The established overtime-hourly rate shall not exceed the rate published by the Elevators Contractors of America, Inc for International Union of Elevators Constructors, Local #71, Miami, Florida.

This Agreement shall include the purchase of lubricant and hydraulic lifting fluids (per manufacturer's specifications) as well as the replacement of worn out parts such as: relays, contracts limit switches, piston packing, emergency lighting and safety devices including governors, and signal devices (to be replaced during regular visits).

### **AVAILABILITY OF PARTS AND LUBRICANTS**

All materials and parts used must be genuine parts as manufactured, distributed or approved by the manufacturer of the elevator being serviced.

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated and/or conform to recommendations of the current ASME inspector's Manual.

All reasonable stocked spare parts, including those listed in the original manufacturers renewal parts, book, and lubricants necessary to keep the elevators or and their associated equipment in proper safe operation condition must be stocked locally and/or available within 8 working hours or 24 total hours, whichever is less.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced elevator service repairmen directly employed, who are permanently assigned to the project for normal preventive maintenance and repair work, are qualified to repair, and who shall

use all reasonable care to maintain the equipment in proper and safe operating condition.

### **PAYMENTS FOR PASS-THRU ITEMS**

Payment for parts, materials and/or equipment not specifically identified, but pertain to the scope of work in this bid will be paid at Contractor's cost.

In a situation where the SWA elects to have the Contractor supply parts, materials and/or equipment and no prices for same have been established in this bid, the cost of these items will be on a "Pass-Thru" basis. The Contractor will charge SWA the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the Contractor's invoice(s) from supplier for such parts, materials and/or equipment shall be submitted with the Contractor's invoice for payment. In cases where the Contractor manufactures his or her own parts, he or she will charge SWA a price no higher than he or she charges his or her most favored customer. SWA reserves the right to request verification.

### **CONTRACTOR TO COMPLY WITH LAW**

All materials, equipment, etc, supplied by contractor under this Contract shall meet all OSHA requirements. In the event such materials, equipment, etc., is subsequently found to be deficient in any OSHA requirement in effect of date of delivery, all cost(s) necessary to bring materials, equipment, etc., into compliance shall be borne by Contractor.

The Contractor shall perform all tests including the annual no-load test in accordance with A.N.S.I., A-17 Code. Equipment must meet all NFPA, and Federal safety regulations for grounding of electrical equipment.

Contractor shall comply with all Federal, State and local building and safety codes. The Contractor shall maintain proper lubrication on the elevators at all times, and when necessary, renew step rollers, steps treads and /or comb segments, to assure smooth and quiet operation (steps rollers, steps treads and /or comb segments are to be supplies and installed by the Contractor).

Contractor shall supply Facility Maintenance with a copy of the Material Safety Data Sheets (MSDA) for all materials used to perform this contract.

In the performance of this Contract, the Contractor agrees that it shall abide by all existing laws, codes, rules and regulations in effect on the date of this Contract, which are set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

Contractor shall also procure and pay for any necessary permits or licenses required to perform the work hereunder.

### **CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been performed.

### **ADDITIONAL REQUIREMENTS**

All employees performing work under this Contract shall be satisfactorily dressed in clean uniform (identifying them as elevator service personnel) with acceptable customer service demeanor and possessing full technical qualifications.

The SWA shall inform Contractor of any dissatisfaction with the employees performing work under this Contract. Contractor shall replace any employee not meeting the above criteria after such employees are given reasonable notice.

Contractor shall be registered and maintain registration with the State of Florida as an elevator company.

The Contractor's local facility must be located to meet the response times. The local facility shall have an inventory of replacement parts and shall be those recommended in the original manufacturer's renewal parts book for each elevator. The local facility must have the required tools, equipment and parts to maintain these machines. All parts and equipment must be Original Equipment Manufacturer (OEM) or Manufacturer's approved replacements that are required for those items that cannot be repaired.

Upon execution of this Contract, Contractor shall provide the name of its employees that will provide elevator maintenance service to SWA as a result of this Agreement, to include their functions within the company, title and number of years of service with the Contractor and years of experience in the maintenance of elevators, and their certificate of competency. The Contractor shall utilize at least 2 mechanics that has previous factory training and experience on the elevator manufacturers operated at the SWA facilities.

Each presently employed or future elevator mechanic shall have a minimum experience of three (3) years in maintaining these systems. The mechanic shall possess a current certificate of competency issued either by the State of Florida, Palm Beach County or a current Journeyman's mechanic card issued by the International Union of Elevator Constructors or is an Industry Education Program (N.E.I.E.P.) certified mechanic.

A minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, must be maintained at the employees of the company to assist in the solution of electrical and mechanical problems to advise on matters pertaining to safety. List name and address of individual. If the contractor does not have engineers on staff, then they shall provide a written agreement from engineering firm, specializing in elevator work, that will provide this engineering capability. (Attachment form #3)

Contractor must have all diagnostic equipment necessary to performed requested services.

**SOLID WASTE AUTHORITY AGREES TO THE FOLLOWING:**

To provide the elevator services contractor access to the elevator equipment.

To keep the elevator pit(s) and motor room(s) free from water, and be responsible for removing water from pits and for maintaining the drainage facilities for the pits, or for damage there from.

Not to use the elevator machine rooms and equipment spaces for storage.

To be responsible for refinishing of cabs and equipment room interiors.

To be responsible for providing and installing car light bulbs, fluorescent tubes, fluorescent ballasts and starters for general car illumination, and to provide the Contractor with lamps for elevator machine rooms and pits.

To be responsible for the main safety switch providing electricity to the equipment and the power feeders running from safety switch to elevator controls.

To be responsible for maintaining the dial tone circuits supporting the elevator instruments and for the telephone cabling from the telephone intermediate wiring terminals to the elevator telephone control unit(s) located in the hoist control room(s).

To report to the elevator service Contractor any known conditions which may indicate the need for correction before the next regularly scheduled maintenance.

To provide a safe workplace for vendor employees and safe storage for vendor equipment that must remain on site.

The elevator service Contractor does not at any time assume possession or control of any part of the equipment.

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Advance notice required to perform services requested \_\_\_\_\_ Days/ Hours (circle one)

Is the Drug-Free Workplace Form attached? Yes\_\_\_ No\_\_\_

Is Qualification of Bidders information included? Yes\_\_\_ No\_\_\_

It is the bidder's sole responsibility to assure that his/her quotation is complete and delivered to the Purchasing Services Department. Quotations which for any reason are not so delivered will not be considered.

Bidder understands that the Authority reserves the right to reject all Quotes and to waive any informality. The Bidder agrees that this Quote shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

**Payment Terms: Net 30 days**

By ( <b>Signature</b> ):		Date:
Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

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## SAVINGS

(For internal information purposes only. Not a factor in award of this contract)

Bidder is required to furnish the percent (%) savings in prices offered in this quote compared to prices that would be paid by the purchaser without benefit of a contract resulting from this quote.

QUOTE PRICES OFFERED AVERAGE \_\_\_\_\_ % LOWER THAN:

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this quote.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.2, Tie Bid Preference)

If you are a minority and/or a woman owned business please complete the following. This information will assist us in identifying your minority and/or women owned business in our database.

This form is not intended to certify your firm.

**ETHNIC GROUP STATUS:** Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____%	Asian-American	Male	_____%
	Female	_____%		Female	_____%
Hispanic-American	Male	_____%	Native-American	Male	_____%
	Female	_____%		Female	_____%
Caucasian-Female		_____%			

### **DEFINITIONS:**

**African-American:** any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portugese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity? \_\_\_\_\_  
With what agency(s) \_\_\_\_\_  
(Please attach copy of certification certificate with your response with this bid/quotation.)

Comments: \_\_\_\_\_

**DRUG-FREE WORK PLACE FORM**

**Elevator Maintenance**

**Quotation Number 12-Q02/PF**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are requested within a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are requested within, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE

**ATTACHMENT FORM 1**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

CERTIFICATION \_\_\_\_\_

**CERTIFICATION OF COMPETENCY:**

Name of Examining Board: State of Florida Elevator Section

Complete Address of Examining Board: 1940 N. Monroe Street  
Tallahassee, Florida

Name of Qualified Person: \_\_\_\_\_

Address of Qualified Person: \_\_\_\_\_

Business Phone Number of Qualified Person: \_\_\_\_\_

Expiration Date of Certificate of Competency: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

**OCCUPATIONAL LICENSE:** \_\_\_\_\_

Expiration Date of Occupational License: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

*ATTACH PHOTOCOPY FOR VERIFICATION OF THE ABOVE*

**QUALIFICATIONS:**

I/WE hereby certify that we have been in the business of Elevator Maintenance Service since

\_\_\_\_/\_\_\_\_/\_\_\_\_ and to this date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year Month Day Year

Have \_\_\_\_\_ years experience.

CONTRACTOR NAME: \_\_\_\_\_

**ATTACHMENT FORM 2**

**CONTRACTOR RESPONSIBLE FOR THIS CONTRACT:**

Name	
Address	
Position in Firm	

Number of years experience in servicing and maintaining elevator equipment.

<b>Manufacturer</b>	<b>Years</b>

List employees of the firm involved in servicing this contract and their qualifications.

Name	
Position	
License Number	

Name	
Position	
License Number	

Name	
Position	
License Number	

(A copy of the license must be included)

USE SEPARATE SHEET/S FOR LISTING ADDITIONAL PERSONNEL

CONTRACTOR NAME: \_\_\_\_\_

**ATTACHMENT FORM 3**

**ENGINEERS REQUIRED**

Name ( <b>Printed</b> ):			Title:
Company Name:			
Address:			
Degree:		State PE license #	
Number of Years in Firm			
Number of Years experience in Field of Elevator Industry			
	FAX:	Office:	
	Cell/Mobile:	E-Mail:	

Or written agreement with elevator engineering firm.

Name ( <b>Printed</b> ):			Title:
Company Name:			
Address:			
Contact Information:	FAX:	Office:	
	Cell/Mobile:	E-Mail:	

NOTE: Copies of Agreement with appropriate outside vendor will be required.

CONTRACTOR NAME: \_\_\_\_\_

## ATTACHMENT FORM 4

**MAIN OPERATING FACILITY:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**FACILITY THAT WILL SERVICE THIS CONTRACT:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**ATTACHMENT FORM #4 (Continued)**

**SOURCE OF TECHNICAL INFORMATION:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**PARTS LENDING PLAN IN FORCE WITH:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

CONTRACTOR NAME: \_\_\_\_\_

**ATTACHMENT FORM 5**

**STATEMENT PER GROUP SUPERVISORY CONTROL EXPERIENCE**

I/We have        year(s) experience in Group Supervisor Control or solid state microprocessor control of the same kind and with identical equipment as subject to this contract and posses all required diagnostic tools and equipment to maintain and repair the units. As reference to our experience we furnish the following addresses:

**COMPANY AND/OR BUILDING NAME:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**SUPERVISOR OF ABOVE PLACE:**

Name ( <b>Printed</b> ):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**ELEVATOR CHARACTERISTICS OF ABOVE PLACE:**


CONTRACTOR NAME: \_\_\_\_\_