

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER
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FAX: (334)705-5128**

BID DATA

BID NUMBER: 16031
COMMODITY TITLE: Elevator Maintenance Service and Repair
USER DEPARTMENT: All City Departments
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: July 26, 2016

BID OPENING

DAY/DATE: August 22, 2016
TIME: 2:00 PM
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
PO Box 390
Opelika AL 36803-0390

INVITATION FOR BID
ELEVATOR SERVICE

PART ONE – GENERAL INSTRUCTIONS TO BIDDERS

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The City of Opelika Purchasing Department will receive sealed bids for a **contract to provide Elevator Maintenance Service and Repair** as per the attached specifications for the City of Opelika. Bids must be received by **2:00 PM on August 22, 2016** at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:
City of Opelika of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The equipment furnished under these specifications shall be the latest improved model in current, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all equipment offered under these specifications shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE, UNLESS SPECIFICALLY STATED OTHERWISE IN THE SPECIFICATIONS.
- 1.3 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.3.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.4 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.5 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceed the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.6 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self addressed envelope with their bid.
- 1.7 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.8 **By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision**

shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- 1.9 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).

SECTION II SUBMISSION OF BID

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelope. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit with bid, the latest printed literature and detailed specifications on equipment they propose to furnish. This literature is for informational purpose only and shall be used to help determine a product's compliance with specifications.**
- 2.10 No change in work shall be performed without a written change order being prepared and approved by the City of Opelika.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The bid evaluation will be made on the following criteria:
 - 3.2.1 Bid price
 - 3.2.2 Compliance with specifications
 - 3.2.3 Ability to deliver product or service
 - 3.2.4 Prompt pay discount, if offered, and meeting requirements of **Section 3.4

3.2.5 Availability of warranty service and parts

3.2.6 Delivery date

- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to businesses located within the City of Opelika when their bid is within 5% of the lowest responsible bid. The City will extend that preference when applicable.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika
Accounting Department
PO Box 390
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
- 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.
- 4.3 Invoices should be mailed to respective departments mentioned in this bid.

SECTION V ESCALATION CLAUSE

- 5.1 The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract, ONLY when the following conditions are met:
 - 5.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 5.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
 - 5.1.3 Failure to comply with above requirements shall deem the prices to be in effect for the entire life of the contract.
 - 5.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.
 - 5.1.5 The City of Opelika reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
 - 5.1.6 In case of default by the vendor, the City may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

SECTION VI ADDENDA AND INTERPRETATIONS

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

SECTION VI CONTRACT PERIOD

- 7.1 Bids submitted in response to this invitation shall be firm for a one-year period. Contract period shall begin October 1, 2016 and end September 30, 2017. Upon mutual agreements, this contract may be extended for two additional years in one-year increments.
- 7.2 The City may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance.
- 7.3 All items shall be delivered F.O.B. destination. Delivery costs and freight charges shall be included in the bid on each individual item with no minimum ordering quantities required.

SECTION VIII INSURANCE

- 8.1 Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, comprehensive Automobile Liability insurance, and Workman's Compensation insurance with limits of not less than those set forth below. The City of Opelika shall be listed as additional insured.

- 8.1.1 Comprehensive General Liability Insurance; Liability limits of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
 - 8.1.2 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
 - 8.1.3 Workman's Compensation Insurance: Statutory coverage.
- 8.2 The bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the City be given at least 30 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder shall provide Certificates of Insurance before commencing work in connection with the contract.
- 8.3 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.
- 8.4 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**PART TWO
SPECIFICATIONS
ITB #16031
ELEVATOR MAINTENANCE SERVICE AND REPAIR**

1.0 PURPOSE

The intent of this Invitation for Bid and resulting contract is to obtain the service of a qualified contractor to maintain four (4) elevators for four buildings owned by the City of Opelika.

2.0 LIST OF LOCATION ELEVATORS

CITY HALL ELEVATOR
204 SOUTH 7TH STREET
OPELIKA, AL

LEWIS COOPER MEMORIAL LIBRARY ELEVATOR
200 S. 6TH STREET
OPELIKA, AL

OPELIKA POLICE DEPARTMENT ELEVATOR
501 SOUTH 10TH STREET
OPELIKA, AL 36801

OPELIKA SPORTSPLEX FACILITY ELEVATOR
1001 ANDREWS ROAD
OPELIKA, AL 36801

3.0 SCOPE OF SERVICES

3.1 Maintenance/Repair

- a. Contractor shall regularly (**MONTHLY**) and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace all parts thereof including the following: elevator pump, motor, plunger packing, v-belts, strains, valves, regulators, controllers including relays, contacts, timers, coils, hydraulic oil, reservoir tank, pumps, pressure controllers, magnet frames, and control wiring. Re-lamp all signals during service time only.
- b. Contractor shall repair and/or replace traveling cable when necessary; replace car guide shoes, guides, and/or rollers when necessary to insure proper operation, and keep the guide rails properly lubricated, when applicable.
- c. Contractor shall have the capability of programming and/or reprogramming the elevators as needed.
- d. The following accessory equipment shall be examined, lubricated, adjusted, repaired and/or replaced by the contractor; door operator, car hoistway door hangers and tracks, car door contacts, and door protective devices, all guides, car and corridor operating stations, car fans, alarm bell and buffers.
- e. The Contractor shall provide the City with an itemized list of all work performed on each elevator when they receive maintenance. All parts replaced shall remain City of

Opelika property and shall be given to the Public Works Director. Elevators shall be maintained at a minimum of once per month.

- f. This contract shall cover the work to be performed during the City's regular working hours. If the City should require at any time, examinations, minor adjustments, or call back services to be made after regular working hours, due to the contractor error or failure to complete the job within regular working hours, the contractor shall absorb any charges over and above the normal hourly rate.
- g. The contractor shall make all repairs necessary due to normal wear and tear. The City shall pay for repairs due to abuse or misuse and shall obtain competitive prices for repair of this nature. The contractor shall notify the City in advance of such needed repairs and shall provide a written estimate of cost. The Public Works Director shall be notified before any work other than general contracted maintenance occurs.
- h. The contractor shall provide the City with a condition survey of each elevator once per year.
- i. Contractor shall furnish all materials, labor, supervision, tools, supplies, and equipment necessary to provide full maintenance to keep the elevators in continuous use at their established capacity and efficiency for their intended purpose.

3.2 Inspections

All inspections shall be made in accordance with the Alabama Uniform Statewide Building Code and the latest version of the "American National Standard Safety Code for Elevator, Dumbwaiters, Escalators and Moving Sidewalks. All elevators shall be inspected at the intervals specified in the State of Alabama Uniform Building Code or as close thereto as possible.

Inspection Reports – After each inspection of an elevator, the contractor shall complete an Elevator Inspection Report. The report shall contain the findings of the inspection and recommendations, particularly those dealing with code deficiencies, hazards, and safety and substandard maintenance. The complete inspection report shall be returned within ten (10) calendar days to the City of Opelika Purchasing Department.

Any condition found affecting the immediate safety of the passengers or elevator equipment shall be immediately reported to the Purchasing Department. Within 24 hours, a written report clearly listing the defects found, and the action recommended, shall be submitted to the City of Opelika Public Works Department.

The contractor shall sign the inspection certificate posted in the car and indicate the date of inspection. In the event a certificate is not posted in the car, the City shall be advised and requested to provide a duplicate copy.

Scheduling of Work – All work under this contract shall be performed during the City's routine working hours unless otherwise ordered by the City of Opelika. The contractor, at his option, and with the consent of the City of Opelika may work hours other than regular working hours at no additional cost to the City.

Response Time – Contractor shall respond within one (1) hour by phone and be on site within (3) hours of notification.

Qualification of Inspectors – Inspection shall be made by elevator inspectors, elevator engineers or by mechanical, electrical, or safety engineers with equivalent qualifications and experience acceptable to the building official.

Point of Contact – Contractor shall provide the City a twenty-four (24) hour point of contact, to include name and phone number.

Productive Hours – Man-hours paid under this contract shall be only productive hours at the job site, which will only include work excluded from these specifications. Overhead charges shall be included in the fixed bid price.

4.0 CONTRACT TERMS AND CONDITIONS

4.1 Procedures

The extent and character of the services to be performed by the contractor shall be subject to the general control and approval of the City of Opelika Public Works Director. The Purchasing Agent and the Contractor must approve any change to the contract in writing.

4.2 Delays

If delay is foreseen, contractor shall give notice to the City of Opelika Public Works Director. Contractors should keep the City advised at all times of status of delayed orders. A default in promised delivery without acceptable reason or a failure to meet specifications shall be seen as a breach of contract. If a breach of contract occurs the Division of Purchasing shall be authorized to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulted contractor.

5.0 SAFETY

5.1 All contractors and subcontractors performing services for the City of Opelika are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site under this contract.

5.2 Successful vendor shall provide and install an electronic door restrictor as required in each elevator where needed within the City buildings noted in these specifications as per the State of AL Department of Labor requirements.

5.3 In-case-of-fire pictographs shall be installed at each floor where needed.

5.4 A maintenance log shall be provided in each machine room.

6.0 LICENSE AND PERMITS

6.1 Contractor is required to be licensed in accordance with the City's "Business, Professional, and Occupational Licensing Tax Ordinance.

Questions concerning license and tax shall be directed to the City of Opelika Revenue Department, telephone (334) 705-5160.

- 6.2 It shall be the responsibility of the Contractor to comply with the City's Ordinance by securing any necessary permits.

7.0 WORKMANSHIP AND INSPECTION

- 7.1 All work under the resulting contract shall be performed in a skillful and workmanship manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless. The City may from time to time make inspections of the work performed under contract. Any inspection the City does not relieve the Contractor from any responsibilities regarding defects or other failures to meet the contract requirements. **The Contractor shall submit with has bid information on warranty of repairs, materials and workmanship under normal usage conditions.**

8.0 CLEAN-UP

- 8.1 The Contractor shall at all times keep the adjacent areas of property free from rubbish and the accumulation of any waste materials.

9.0 REFERENCES

- 9.1 All bidders shall include, with their bid, a list of at least three (3) current References for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of bid as non-responsive.

10.0 SITE VISIT

- 10.1 Bidders wishing to visit location of elevators prior to the bid opening may do so by contacting the Public Works Director (334) 705-5400 for appointment.

**PART THREE
 BID FORM
 ITB #16031
 ELEVATOR MAINTENANCE SERVICE AND REPAIR**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if this bid is accepted, within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item delivered at the designated point(s) within the time specified.

Item Description Maintenance	Price/Month Annual Price	
1. Maintenance Service for Elevator at City Hall	\$_____	\$_____
2. Maintenance Service for Elevator at Sportsplex	\$_____	\$_____
3. Maintenance Service for Elevator at Library	\$_____	\$_____
4. Maintenance Service for Elevator at Police Dept.	\$_____	\$_____
Total Maintenance Bid	\$_____	\$_____

Delivery Information: Delivery shall be made within _____ calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment: _____percent, 10 calendar days
 _____percent, 15 calendar days
 _____percent, 20 calendar days
 _____Net 30

COMPANY SUBMITTING BID: _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

 SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

 TYPED NAME AND TITLE OF SIGNER

 FEDERAL IDENTIFICATION NUMBER

 TELEPHONE NUMBER

 FAX NUMBER

 E-MAIL ADDRESS

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

BID NO.: 16031
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)