



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo.org

INVITATION FOR BID (IFB)

The City of Kalamazoo, Michigan is soliciting sealed bids for:

PROJECT NAME: 3-Year Term Contract for Elevator Maintenance Bid Reference #: 91013-013.0
Various Departments

IFB ISSUE DATE: October 22, 2019

BID DUE/OPENING DATE: November 13, 2019 @ 3:00 p.m. Local Time
Facsimile Bids Will Not Be Accepted.

MAILING ADDRESS & INSTRUCTIONS

Mail to:
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this IFB should be directed to:
Department Contact: **Rick Watson,**
Public Services Maintenance Foreperson
at (269) 998-3711

Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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STATEMENT OF NO BID

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 Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid 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 bid 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 bid list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ 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 bidders list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

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

PHONE: _____ FAX: _____

EMAIL: _____

**SECTION I
INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by Fax machine will not be accepted.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, at least 5 business days before the bid opening so a reply may reach all prospective bidders prior to the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II
BID AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide labor and material for elevator maintenance and repairs during the period of January 1, 2020 through December 31, 2022 for the following prices:

YEAR ONE (January 1, 2020 to December 31, 2020)

<u>FACILITY</u>	<u>TOTAL COST PER QUARTER</u>	<u>TIMES 4 QUARTERS</u>	<u>ANNUAL COSTS</u>
1. City Hall (1 passenger, one lift)	\$ _____	4	\$ _____
2. Water Reclamation - Administration (Harrison) (1 passenger, 1 dumbwaiter)	\$ _____	4	\$ _____
3. Water Reclamation - Maintenance Building (1 passenger)	\$ _____	4	\$ _____
4. Water - Administration (Stockbridge) (1 passenger)	\$ _____	4	\$ _____
5. Crosstown Center (3 passengers, 2 freight)	\$ _____	4	\$ _____
	YEAR ONE TOTAL		\$ _____
6. Regular Service Rate Per Hour	\$ _____		
7. Overtime Service Rate Per Hour	\$ _____		

YEAR TWO (January 1, 2021 to December 31, 2021)

<u>FACILITY</u>	<u>TOTAL COST PER QUARTER</u>	<u>TIMES 4 QUARTERS</u>	<u>ANNUAL COSTS</u>
1. City Hall (1 passenger, one lift)	\$ _____	4	\$ _____
2. Water Reclamation - Administration (Harrison) (1 passenger, 1 dumbwaiter)	\$ _____	4	\$ _____
3. Water Reclamation - Maintenance Building (1 passenger)	\$ _____	4	\$ _____

CITY OF KALAMAZOO – INVITATION FOR BIDS

3-Year Term Contract for Elevator Maintenance–Various Departments

Bid Reference No: 19013-013.0

YEAR TWO (January 1, 2021 to December 31, 2021) cont.

<u>FACILITY</u>	<u>TOTAL COST PER QUARTER</u>	<u>TIMES 4 QUARTERS</u>	<u>ANNUAL COSTS</u>
4. Water - Administration (Stockbridge) (1 passenger)	\$ _____	4	\$ _____
5. Crosstown Center (3 passengers, 2 freight)	\$ _____	4	\$ _____
YEAR TWO TOTAL			\$ _____
6. Regular Service Rate Per Hour	\$ _____		
7. Overtime Service Rate Per Hour	\$ _____		

YEAR THREE (January 1, 2022 to December 31, 2022)

<u>FACILITY</u>	<u>TOTAL COST PER QUARTER</u>	<u>TIMES 4 QUARTERS</u>	<u>ANNUAL COSTS</u>
1. City Hall (1 passenger, one lift)	\$ _____	4	\$ _____
2. Water Reclamation - Administration (Harrison) (1 passenger, 1 dumbwaiter)	\$ _____	4	\$ _____
3. Water Reclamation - Maintenance Building (1 passenger)	\$ _____	4	\$ _____
4. Water - Administration (Stockbridge) (1 passenger)	\$ _____	4	\$ _____
5. Crosstown Center (3 passengers, 2 freight)	\$ _____	4	\$ _____
YEAR THREE TOTAL			\$ _____
6. Regular Service Rate Per Hour	\$ _____		
7. Overtime Service Rate Per Hour	\$ _____		

GRAND TOTAL OF ALL THREE YEARS \$ _____

CITY OF KALAMAZOO – INVITATION FOR BIDS

3-Year Term Contract for Elevator Maintenance–Various Departments Bid Reference No: 19013-013.0

The City reserves the right to award this bid on an aggregate or split basis, whatever is in the best interest of the City.

Bidder shall provide all of the information as requested herein, including the Bidders Questionnaire, with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A.

Signed: _____ Name: _____

Title: _____

BIDDERS QUESTIONNAIRE

Bidders are required to complete the information requested below and return with their bid. **FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.**

1. What is the location of your nearest service personnel?

2. What is the number of service personnel and their job description that would be assigned this contract?

3. Please list their qualifications and length of service.

4. Please list number of years your company has been performance service maintenance on elevators.

5. Are you a state licensed elevator firm? _____

6. What is your response time to a site for routine repair? _____

7. Please list three (3) references for which you currently perform these services (name, address, contact person, phone number):

8. Please indicate size of firm. _____

9. Are you a manufacturer of elevators? _____

10. What types (manufacturers) of elevators do your currently service?

11. List number and names of supervisory personnel assigned to supervise the field mechanics and control quality of maintenance and service as outlined in the attached contract.

12. Do supervisory personnel serve as mechanics or salesman or have duties other than "supervisor"?

Yes _____ No _____

13. Describe availability of manpower and action to be taken in the event of a work stoppage.

I hereby certify that all of the information provided is true and answered to the best of my ability.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidders employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying:_____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: _____

The above information is accurate:

Signature: _____

Date: _____

Title: _____

CITY OF KALAMAZOO – INVITATION FOR BIDS

3-Year Term Contract for Elevator Maintenance–Various Departments Bid Reference No: 19013-013.0

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

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

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

**SECTION III
GENERAL SPECIFICATIONS**

1. INTENT AND SCOPE

The Contractor's obligation is to provide complete full maintenance and repair service for all elevators as listed herein using skilled licensed maintenance mechanics under the Contractor's supervision for the term of three years. The maintenance service to be provided shall be complete and comprehensive maintenance where the elevator servicing company assumes the responsibility to inspect, examine and test the equipment including controls, with the intent to repair or replace any and all materials prior to equipment failure. The repair service shall be on an as needed basis, both for emergency (freeing individuals) and non-emergency calls. The elevator service company shall be solely responsible for providing all materials, tools, equipment and labor to repair or replace any of the mechanical or electrical equipment, including any wiring or physical components as required to maintain the equipment in safe operating conditions at all times. This agreement shall also include the furnishing of all oils, greases and cleaning materials used and necessary to maintain the apparatus and equipment herein described.

2. SUPERVISION

The elevator servicing company shall provide supervision for the purpose of quality control and the supervision of employees maintaining the equipment. The equipment shall be surveyed at least once per year by the Contractor's supervisor to insure performance at maximum contract specifications. Any readjustments required shall be at no cost to the City.

3. PRESENT CONDITION

All elevators have been continually maintained under regular maintenance and repair contracts as generally described in these specifications.

4. HOUSEKEEPING

The Contractor shall keep the machine rooms, hoistways, wellways, pits, etc. in a clean and safe condition at all times and provide suitable receptacles. Periodic removal of all such waste matter, worn or broken parts, etc. will be the responsibility of the Contractor.

5. REPAIR COORDINATION

The Contractor's maintenance people shall make a personal check with the building superintendent or his/her representative whenever the elevator service person enters or leaves an area and whenever an elevator is removed from service.

6. EXAMINATIONS, LOGS, CHECK CHARTS AND RECORDS

- 6.1 The Contractor shall regularly and systematically examine, adjust, lubricate, repair or replace any worn parts of the elevator equipment and accessories in accordance with the manufacturer's recommended maintenance procedure check charts. The Contractor shall provide a check chart for each elevator. The check chart shall be kept up-to-date at all time so as to reflect the schedule of maintenance procedures. The check chart is to serve as a guide to insure that essential functions are being performed. It should describe what operation is to be performed and when it is to be performed.
- 6.2 The Contractor shall maintain accurate records of examinations, repairs and trouble calls at all times with a description of work performed, materials used and work hours and upon reasonable request, said records shall be available for inspection by the City and a copy provided the City upon request. A complete copy shall become the property of the City upon contract termination if so desired by the City.

7. MAINTENANCE SCHEDULE

Contractor shall provide a complete maintenance schedule calendar showing each visit. This information shall be in the form of a document signed by the service person and the Building Manager upon leaving.

8. INSPECTION AND TESTS

- 8.1 City reserves the right to make such inspections and tests jointly with the Contractor when deemed advisable to ascertain that the requirements of these specifications are being fulfilled.
- 8.2 All inspections and tests shall be at no cost to the City.
- 8.3 Contractor shall maintain elevators, equipment appurtenances and accessories so as to comply with the requirements of the latest edition of the American National Standard Safety Code for Elevators ESM A17.1 and ASME A18.1 for platform lifts and chair lifts and all other applicable laws, regulations, rules, ordinances, etc. The ASME Elevator Inspection Manual or the latest revision thereof shall be used as a guide to establish that equipment is operating safety.
- 8.4 Adjustments and Tests:
 - 1) The Contractor shall check the supervisory and dispatching systems, load by-pass, late man's call, plus the power failure emergency call back, etc. and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

INSPECTION AND TESTS (cont.)

- 2) The Contractor shall maintain the original speed in feet per minute, the original performance time including acceleration and retardation as designed and installed by the manufacturer, and perform the necessary adjustments and tests as required to maintain the original door speeds when opening or closing and the door open time within the limits of the elevator code. Measurements of elevator speed, door operating times, door pressure, floor to floor performance times, leveling accuracy and group operation shall be governing factors in determining the efficiency of the elevator systems.

8.5 Safety Tests in Accordance with Section 1001 of the Elevator Code:

- 1) The following tests shall be conducted when appropriate within the scope of the contract. Costs associated with these tests are to be included in the annual (monthly) cost.
- 2) Pressure relief valve test as required by ASME A17.1 or the latest revision thereof.
- 3) Periodic tests of governors and safeties in accordance with Section 1001.4a of the Elevator Code or the latest revision thereof.
- 4) Periodic full load maintenance tests in accordance with Section 1001 of the Elevator Code or the latest revision thereof.
- 5) The Contractor shall represent the City and furnish service as required during inspections of the Michigan Department of Labor.
- 6) All labor and materials necessary to bring equipment into conformance with Section 1001.4a of the Elevator Code or the latest revision thereof as a result of the tests under the above sections, shall be included under this contract.

9. **RESPONSIBILITIES**

- 9.1 The Contractor shall be responsible for taking actions necessary to protect the public from injury during times of maintenance and repairs.
- 9.2 Replacement of ballasts for lighting fixtures and car floor covering is a part of this agreement. Light bulbs, fluorescent tubes, as related to car lighting, shall be provided by the Contractor. The City is responsible for any damage to the equipment as a result of abuse, vandalism, etc. Any refinishing of entrances or cars, or the replacement of entrances or cars shall be the City's responsibility. The City is also responsible for providing proper power supply to all equipment as well as the replacement of any hydraulic casings or cylinders.
- 9.3 The elevator servicing company shall **not** be responsible for adding any equipment to the elevators as a result of changes to the equipment recommended by insurance companies or governmental agencies, but shall maintain the equipment in an A-1 condition at all times.

RESPONSIBILITIES (cont.)

- 9.4 The Contractor shall be responsible for and make good all defacements or injuries to neighboring properties done by him/her or by workers in his/her employ. The Contractor shall take particular care in the performance of their work to prevent injury or defacement, not only to the work and the equipment being serviced, but also to other fixtures and City property. Any damage caused by the Contractor in the performance of the work shall be made good to the Building Manager's satisfaction at no expense to the City.
- 9.5 Contractor shall be responsible for the repair or replacement of damaged hoistway and elevator door closure mating surface parts and door closure protective devices except for damage caused by malicious intent.

10. LUBRICATION

All oils, greases and lubricants used shall be expressly compounded for the manufacturers of the equipment for their respective applications and the equipment shall be lubricated at the proper time and in the proper manner based upon standard elevator practice.

11. HOURS OF WORK

- 11.1 All examinations, inspections and repairs to equipment shall be made during regular work time hours (8:00 a.m. to 5:00 p.m. regular working days). Trouble call-in service is to be included in this maintenance agreement.
- 11.2 If an emergency trouble call develops during overtime hours, and the elevator servicing company is requested to correct the problem, the City will pay the overtime service rate (Item 8) for hours worked. If the emergency call is determined to be a callback for work done in the past 30 days, no overtime rate will be paid by the City. Should a trouble call develop into a major repair, the Building Manager shall be notified prior to proceeding with the repair. The City shall not be responsible for payment of any major repairs performed during overtime hours unless prior authorization is given by the Building Manager.

12. QUALIFICATIONS OF SERVICE TECHNICIANS

The successful bidder shall have technicians with the following training and experience. To ensure availability, at least two technicians shall have the training and expertise in each of the following areas. The bidder's response to questions number 2 and 3 of the Bidder's Questionnaire will be used to determine being responsive to these requirements.

- 12.1 Training and experience repairing and servicing cable elevators.
- 12.2 Training and experience repairing and servicing hydraulic elevators.

QUALIFICATIONS OF SERVICE TECHNICIANS (cont.)

12.3 Training and experience repairing and servicing computerized and electrical drive systems and controls.

12.4 Training and experience repairing and servicing mechanical drive systems and controls.

13. CALL-IN REPAIR AND EMERGENCIES

13.1 Call-in repair services and emergency services shall be provided for the elevators at the price bid.

13.2 Response time for emergency call-in service for the purpose of freeing individuals trapped in a stalled car shall be 24 hours per day and 7 days per week and not exceed 30 minutes from the time of notifications.

13.3 Response time for non-emergency call-in service shall not exceed 2-1/2 hours from the time of notification. It is not anticipated that non-emergency call-ins will be needed on a 24 hour basis. Elevators shall be repaired with a 24 hour (one day) period.

14. DOWNTIME

Any time the equipment is to be down or out of service for any reason, it shall be immediately reported to the Building Manager. Prior approval from the Building Manager shall be required to take the equipment out of service.

15. MATERIAL INVENTORY

15.1 The Contractor agrees to maintain a supply of contacts, coils, leads and general brushes, lubricants, wiping cloths and other minor parts in each elevator machine room for the performance of routine preventative maintenance.

15.2 The Contractor agrees to maintain, utilize and supply a local inventory of spare and replacement parts of the same kind as the original manufacturer or the equipment under maintenance. This inventory will include, but is not limited to the general rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, hoistway limit switches.

16. PRICING

Bidders are required to furnish any information regarding any additional costs not covered herein by the City with their bid. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

17. QUESTIONS

Questions relative to the terms and conditions and bidding procedures may be addressed to Gracia Mason, Buyer, at (269) 337-8720. Questions relative to the specifications may be addressed to Rick Watson, Public Services Maintenance Foreperson (269) 998-3711. This does not, however, relieve the requirements of Page 1, Item 3.

18. CONTRACT PERIOD

- 18.1 The contract resulting from this Invitation for Bids shall be in effect for a three (3) year period beginning January 1, 2020 and continuing for three (3) years thereafter, subject to availability of funds.
- 18.2 The City may option to renew this contract for a one (1) year period, but renewal shall not exceed two 1-year periods. All extensions shall be upon mutual agreement of both parties.
- 18.3 Contract renewal and cost increases, if any, are subject to availability of funds and the approval of the City Commission.

Current Elevator Data
City of Kalamazoo

<u>Number & Type of Unit</u>	<u>Location</u>	<u>City Contact Person</u>	<u>Frequency of Inspection</u>
1 - Passenger Type - Cable Make - Hollister Whitney 1 – wheel chair lift	City Hall 241 W. South St	Rick Watson or Chris Tomilo 337-8771 or 337-8013	Monthly Semi-Annual
1 - Passenger Type - Hydraulic Make – Dover 1 dumb waiter	Administration Building 1415 N. Harrison Street	Rick Watson 337-8771	Monthly Semi-Annual
1 - Passenger Type - Cable Make - Sheppard Warner	Maintenance Building 1415 N. Harrison Street	Rick Watson 337-8771	Monthly
1 - Passenger Type - Hydraulic Make - Esco	Water Division 415 Stockbridge Avenue	Rick Watson 337-8771	Monthly
3 - Passenger Type - Hydraulic Make – Canton 2 – Freight Type – Hydraulic lift Make – Deco – Detroit Elevator	Public Safety/Courts 150 E. Crosstown Parkway	Rick Watson 337-8771	Monthly Monthly

DETAILED SPECIFICATIONS

Notwithstanding the details of these specifications, the Contractor shall provide complete, full maintenance service for the entire elevator system whether or not it is specifically shown or described in these specifications.

1. TRACTION TYPE ELEVATORS

Contractor will monthly systematically examine, adjust, clean and lubricate as required, and if conditions warrant, repair or replace at the Contractor's expense:

- 1.1 Worm gear, thrust drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, motor, motor generator, motor windings, rotating element, commutator, brushes, brush holder and bearings.
- 1.2 Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape and mechanical and electrical driving devices.
- 1.3 Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- 1.4 Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.
- 1.5 Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary closing devices.
- 1.6 Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform wood flooring tile floor covering in the elevator car, elevator guide shoes, gibs or rollers.
- 1.7 Renew all ropes when necessary to ensure adequate factor of safety.
- 1.8 Repair or renew conductor cables when necessary.
- 1.9 Renew guide shoes, gibs or rollers as necessary to insure smooth and quiet operation.
- 1.10 Lubricate all guide rails properly except when roller guides are used.

2. HYDRAULIC TYPE ELEVATORS

- 2.1 Contractor will monthly examine, adjust, clean and lubricate as required, and if conditions warrant, repair or replace at the Contractor's expense.
- 2.2 Pumps, pump motors, operating valves, valve motors, motor windings, levelling valves, plunger packings, exposed piping, hydraulic fluid tanks.
- 2.3 Controller, levelling devices and cams, all relays magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
- 2.4 Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
- 2.5 Automatic power operated door operator, car door hanger, car door contact, door protective device, car frame, platform, wood platform flooring, tile floor covering in the elevator car, car guide rails, gibs or rollers.
- 2.6 Maintain proper quantity and quality of hydraulic oil.
- 2.7 Repair or renew conductor cables when necessary.
- 2.8 Renew guide shoe gibs or rollers as necessary to ensure smooth and quiet operation.
- 2.9 Lubricate all guide rails properly except when roller guides are used.
- 2.10 Furnish special lubricants compounded to the specifications of the original manufacturer of the equipment.

**SECTION IV
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the City of Kalamazoo and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Department, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo, at the time that the contracts are returned to the City for execution, a copy of Certificates of Insurance for all coverage as listed above or within 10 days of Notice of Award, whichever is earlier.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

**SECTION IV
INDEMNITY AND INSURANCE**

Continued

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Manager. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:
- 1) No bids received;
 - 2) A single bid being received; or
 - 3) Prices quoted are over budget and/or unreasonable.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Manager. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

8. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

9. **HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

10. **DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City either listed in this contract or available by operation of law.

11. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

12. PROJECT SUPERVISOR

The Contractor shall employ an individual to act as Project Supervisor. The Project Supervisor shall be available to the Contractor's workers and the Project Manager at all times by use of a beeper or other reliable means. The Project Supervisor shall prepare daily work plans for the employees, monitor employee performance, attendance and punctuality; and work closely with the City's Project Manager in assuring contract compliance.

13. MEETINGS

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

14. INSPECTION OF WORK SITE

Before submitting bids for his/her work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obligated to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, in behalf of the Contractor, for any negligence on his/her part.

15. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1.The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2.The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.

3.If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.

4.Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5.The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6.The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a)Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b)Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c)Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.