

REQUEST FOR BID
Scott County Requisition No.19641

Submission Due Date: Tuesday, May 14, 2024	No Later Than: 10:00 AM
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Qty	Description
	The Scott County, Iowa Facility and Support Services Department is requesting bids from qualified contractors for Elevator Maintenance and Service . It is the intent of Scott County to execute a five-year contract for these services. Below are instructions to bidders interested in making a proposal for this solicitation.
	See the additional pages for details and the requirement to register at www.publicpurchase.com.
	All questions should be submitted through Public Purchase.
	<i>Scott County does not do business with Debarred Vendors and will be verified on Sams.gov. All vendors should be registered with Sam.gov and must have a Unique Entity ID</i>

Quote Submitted by:

*Scott County reserves the right to accept the bid from the lowest responsible bidder.

Scott County may in its sole discretion make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that is by circumstances that satisfy all of the following: 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 source of supply. 3) The effect on pricing or availability of supply is substantial. 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 Budget & Administrative Services.

Name/Title

Company

Date

Phone

Email

RELEASED:
(SCOTT COUNTY USE ONLY)
DATE: 4/18/2024
TIME 4:00 PM

“By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.”

Scott County, Iowa
REQUEST FOR BID #19641
ELEVATOR MAINTENANCE AND SERVICE

The Scott County, Iowa Facility and Support Services Department is requesting bids from qualified contractors for **Elevator Maintenance and Service**. It is the intent of Scott County to execute a five-year contract for these services. Below are instructions to bidders interested in making a proposal for this solicitation.

Duration of contract will be from **July 1, 2024 to June 30, 2029**.

Bids **must be submitted through the county's vendor service www.publicpurchase.com** and should be submitted no later than **10:00 A.M. May 14, 2024**.

Scott County does not require a subscription to Public Purchase, it is available free of charge. If the proposer chooses to purchase a subscription to receive other lead information that cost will be the sole responsibility of the proposer.

Scott County is not responsible for delays, technical problems or other issues preventing the delivery of bids before the deadline. It is the bidder's responsibility to ensure the timely delivery of bids.

Locations must be itemized separately including cost, but can be combined in one document for submittal. Any invoices with multiple locations **MUST** list cost per location separately.

Attachment A includes a listing of equipment and equipment locations.

All work to be completed during normal Scott County Facility & Support business hours (6:00-4:30, M-F), unless other mutually agreeable arrangements are made in advance. Scott County is under no obligation to accommodate non-business hour arrangements.

Documentation of said preventative maintenance and service work to be presented to Facility Maintenance Manager **or** left at 6th floor reception desk in the Administrative Building upon completion of work. Alternatively, if agree to both parties an online or phone app feature may be utilized however it must clearly outline, date and time of visit, equipment serviced, action taken, mechanic name and another other information pertinent to the visit.

The systems can be viewed by contacting Chris Still, Facility & Support Services, (563)328-3249 for an appointment

PURPOSE

The purpose of this contract specification is to place into operation a continuing system of full maintenance to provide necessary systematic service and preventive maintenance for all of the elevator equipment described herein.

SCOPE OF WORK

All elevators under this contract shall be maintained in first class operation, furnishing all material and labor, and complying with all requirements of current American Standard Safety Code ASME A17.1 2022 or newest edition including any revisions.

CONTRACT DOCUMENTS

Contract documents shall consist of an annual executed Purchase Order issued by Scott County Purchasing, this traction elevator specification, the corresponding hydraulic elevator specification document and any addendum issued as part of this solicitation process. The submission of a proposal based on the traction and hydraulic specification including any addendum constitutes agreement to comply with said specifications unless clearly indicated exceptions are noted directly on the bid and accepted by Scott County.

LENGTH OF CONTRACT

The service specified herein will be furnished from July 1, 2024 and shall continue for a period of five years until June 30, 2029. Nothing herein shall affect the right or remedies of either party to terminate this contract for a material breach thereof, or for any other local cause, including, but not limited to, unsatisfactory service by the Contractor.

BONDS

1. The Contractor shall submit with the bid a Fifteen Percent (15%) Bid Bond on Standard AIA Form No. A310 and Power of Attorney- scan with copy of bid documents to www.publicpurchase.com.
2. The Contractor shall provide the Owner, within fifteen (15) days of the acceptance of his bid, a performance bond in the amount of 100% of the total bid offered and certificates of insurance as described herein.

INSURANCE

The Contractor shall submit with the bid a statement of intent to provide insurance in accordance with terms and conditions required herein. NO bids shall be considered, unless accompanied by said completed statement of intent.

Upon successful award of contract, Contractor shall name Scott County as an additional insured. Coverage shall include and Contractor agrees to carry, at its sole expense, General Liability Insurance in the **minimum amount of Ten Million Dollars (\$10,000,000.00) per occurrence and Aggregate with separate project limit.** Contractor shall attach current Certificate of Insurance with this bid showing no less than the coverage stated above.

Contractor agrees to protect its employees by carrying Workmen's Compensation Insurance and Public Liability Insurance. Contractor further agrees to carry Property Damage, Automobile Public Liability and Automobile Property Damage Insurance in amounts sufficient to provide the degree of protection for Contractor required by prudent businessmen engaged in similar operations of the size and scope set out herein.

Contractor further agrees to protect, indemnify, and safe Owner harmless from and against all claims, demands, and causes of action of every kind and character arising in favor of Contractor's employees, employees of Owner or second parties on account of personal injuries, death, or damage to property in any way resulting from the willful or sole negligent acts or omissions of Contractor, contractor's agents, employees, representatives, or sub-Contractor's. Contractor shall be responsible for all damage and lose sustained by Contractor to Contractor's tools and equipment utilized in the performance of all work hereunder.

The Contractor, if so required, shall cooperate in the defense of suits brought jointly against the Owner based upon accidents involving the equipment included in this contract.

INSURANCE REQUIREMENTS

The Contractor shall have in force during the period of this contract, insurance as listed below:

- A. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury - each person	\$10,000,000
Personal Injury - each occurrence	\$10,000,000
Personal injury - Aggregate	\$10,000,000
Personal Damage - each occurrence including Broadform Liability Extension	\$10,000,000

Automobile Liability - Owner, Non-Owned and Hired

Vehicles:

Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Damage - each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and Scott County employees while in the buildings and on the grounds of Scott County.

- B. Certificates of Insurance: The CONTRACTOR shall deliver to Facility & Support Services, **Scott County Administrative Center, 600 West Fourth Street, Davenport, IA 52801**. Certificates of insurance covering all above insurance in duplicate. Such certificates shall provide ten days prior notice by registered mail of any material change in, or cancellation of this insurance. CONTRACTOR shall maintain this coverage on a standard CGL form for the benefit of Owner and the general public throughout the term of this agreement, and if a carrier or policy is changed, CONTRACTOR shall provide Owner with a replacement Certificate of Insurance.
- C. Contractual Liability Insurance: The CONTRACTOR shall take out and maintain during this contract, liability insurance.
- D. Products and Completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
- E. Workmen's Compensation and Employer's Liability:
 - (1) The CONTRACTOR shall maintain during this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
 - (2) The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000).

PREVENTIVE MAINTENANCE SCHEDULE

Each elevator shall be examined and maintained in accordance with the following frequency:

<u>EQUIPMENT</u>	<u>MINIMUM SERVICE FREQUENCY</u>
Elevators	2 times per month
Lifts	2 times per month
Wheelchair Platform	1 time per quarter

MINIMUM TIME ON JOB SITE

Contractor shall furnish a qualified elevator mechanic on the job site for performance of examinations and preventive maintenance. Said elevator mechanic shall provide preventive maintenance at the job site a minimum of one hour per unit per inspection, however inspections must be completed in a safe, comprehensive manner even if this means that more than one hour per inspection is required.

RESPONSE TIME

Contractor must respond with ETA to owner's service request within 45 minutes of receipt of call at contractor's dispatch office. Every effort shall be made to expedite response of service calls within a 4 hour window.

Emergency response is required when callback is concerning individuals trapped, all elevators servicing a building are impacted, or any other similar emergency.

PREVENTIVE MAINTENANCE HOURS--MECHANIC'S CHECK-IN

Contractor's mechanic shall check in with Facility & Support Services reception desk 563-326-8611, when arriving and leaving one of the building locations.

Copies of mechanic's time tickets, verifying time spent each visit, shall be left with Facility & Support Services reception desk or the Facility Maintenance Manager (or delivered via email or phone app if mutually agreeable.)

QUALIFICATION OF CONTRACTOR

The Contractor must show they have ample previous experience maintaining comparable equipment to be able to provide the necessary preventive maintenance to maintain the elevator equipment in first class condition. At least two (2) mechanics shall have previous experience with computer logic equipment. Specify name(s) of primary route mechanic(s) for this project, along with brief resume. The Contractor must have been successfully engaged in his business of such work and licensed as applicable for the regulatory authority of the geographical area within which the work will be performed for a period of not less than five (5) consecutive years immediately preceding the submission of his proposal, and shall have a minimum five (5) years personal experience in supervising maintenance crews.

The Contractor must provide with this bid a list of previous and current contracts considered similar to this proposed contract in size magnitude and type of equipment, and to those technical provisions stated herein.

The Contractor must also provide with this bid their most recent standard financial statement of Dun & Bradstreet report indicating the company's current Net Worth, D & B Rating, and Working Capital Position.

ALTERATIONS AND ADDITIONS

Contractor shall make no alterations or additions to the equipment without prior written approval from Owner.

EVIDENCE OF QUALIFICATIONS

The maintenance of this equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

Bids shall be considered only from bidders who, in the judgment of the Owner, are regularly established in business, are financially responsible, and are able to show evidence of satisfactory past performance and competence.

Poor past performance, in the judgment of the Owner, shall be considered adequate reason to consider a bid "not responsible".

Each firm must furnish evidence, satisfactory to the Owner, specifically stating members of the firm, and the firm itself, have satisfactorily maintained, repaired and diagnosed elevators of the exact type included in the specifications for a period of at least five (5 years).

To be entitled to consideration, the bidder shall furnish a statement to the effect that he has available under his direct employment and supervision the necessary organization and facilities, located within 30 mile radius to properly fulfill all the services and conditions required under these specifications; and that personnel that have been properly trained in the service and maintenance of this type of equipment will be employed under this Agreement. References should include equipment description, location, point of contact, and telephone number. Bids will be considered incomplete without a minimum of three references. Office location in the immediate Quad Cities area is preferred and will be a consideration when evaluating quotes.

INVENTORY

The Contractor shall own and maintain a sufficient amount of replacement parts, by the original manufacturer or approved equal, to maintain the equipment in a first-class and safe operating condition. These parts shall be made available for inspection by a representative of the Owner prior to award of this Contract. The inventory shall include, but not be limited to, the following:

1	1	1000 VA Transformer
2	1	Pulse Distribution P.C.B.
3	3	Overload Relays
4	1	Armature Cooling Fan
5	1	spare pump
6	1	set belts for pump to motor
7	1	set jack packing, each size
8	1	Field Power Distribution P.C.B.
9	1	Linear Acceleration/Deceleration P.C.B.
10	1	Precise Reference P.C.B.
11	2	Multiple Operational Amplifier P.C. Board
12	1	Performance Comparitor P.C.B.
13	1	6 Pulse Firing P.C.B.
14	1	door operator motor
15	1	set door operator belts
16	1	set door operation rectifiers
17	6	control relays, each size
18	1	Complete Infrared Array Edge Assembly
19	1	car stop switch
20	1	set car pushbuttons
21	1	set hall pushbuttons, each kind
22	1	limit switch
23	1	hoistway door interlock
24	2	Interlock door hanger rollers
25	6	car door hanger rollers
26	8	motor brushes of each type
27	12	Hoistway Door Hanger Rollers
28	6	Reel Closures
29	12	Door Pick-Up Rollers
30	6	Electrical/Mechanical Hoistway Door Interlocks
31	6	Static Floor Selector Switches (M F S)
32	6	Magnetic Leveling Units
33	1	lot of logic controller boards for each type in service

EXAMINATION OF PREMISES

Contractor shall be held to have examined the premises and be satisfied as to the existing conditions under which they will be obligated to operate in performing the work in the Agreement.

The Owner reserves the right to accept or reject any or all offers and may accept a bid other than the lowest bid, if deemed to be the more advantageous to the Owner. Decisions of the Scott County Board of Supervisors are final and not subject to appeal.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

Contractor shall make periodic tests and maintenance inspections of all elevator/lift equipment as required by current applicable safety codes for elevators, dumbwaiters, lifts, escalators and moving walks. Written or online reports of said tests shall be submitted to Owner and, in the case of running safety tests, prior notification shall be given so that a representative of Owner may witness said test.

Contractor shall not be required under this Agreement to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of contract, unless compensated for such installation.

EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY TO OWNER

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator service and repairmen directly employed and supervised by Contractor. Any and all employees performing work under this contract shall be satisfactory to Owner.

Service/Repair Mechanics working in Scott County owned facilities will be required to provide information for a background check including but not limited to full name, date of birth, social security number, race, sex, drivers license number and state of issuance.

The background check will be performed by the owner and no cost to the contractor. Scott County reserves the right to prohibit a Contractor's employee from working in a Scott County owned facility based on information received via the background check. This decision is not subject to appeal and specific information obtained from a background check will be kept confidential and will not be released to the Contractor or the individual employee.

While in Scott County owned buildings, service mechanics are required to prominently display a photo ID that has been issued by Scott County Facility & Support Services. This photo ID shall not be used in any other manner; it will remain the property of Scott County, and must be returned at end of contract or if employee is terminated or reassigned by the contractor and no longer services Scott County equipment. Service Mechanics agree to follow all terms and conditions as set forth by Scott County with

regards to issuance of said photo ID. Necessary keys will be provided at start of the contract and must be returned to Facilities & Support Services at end of contract. Key duplication by contractor is strictly prohibited; any lost keys must be immediately reported to the Facility and Support Services Director and/or Facility Maintenance Manager.

The Scott County Policy regarding key retention and replacement fees will be provided and strictly adhered to for any keys in possession of the service provider or agents operating on their behalf.

EXTENT OF COVERAGE

COMPLETE MAINTENANCE

Contractor agrees to regularly and systematically examine, clean, lubricate, and adjust the vertical transportation equipment and provide call-back service and, as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions only:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, sub-contractors, servants or agents, or other causes beyond the Contractors control except ordinary wear.
- B. Repairs to or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone equipment and signal fixture faceplates.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for car and machine room illumination.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment.

ROUTINE PREVENTIVE MAINTENANCE WORK

All items as shown in Attachment A will be accomplished under the scope of this Agreement. The preventive maintenance specified is considered the minimum for all equipment. If specific equipment covered by this contract requires additional maintenance for safe and reliable operation the Contractor shall perform the required maintenance.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the following minimum performance requirements of the elevators designated below:

- A. Speed: +/- 5% under any loading condition.
- B. Capacity: Safely lower, stop and hold up to 125% rated load.
- C. Leveling: +/- 3/8" under any loading condition.
- D. Door Closing Time, Thrust and Kinetic Energy shall comply with ANSI Code.
- E. Floor to Floor Performance Time: Floor to floor performance time (from time door starts closing at one floor to fully opened and level on next successive typical floor, regardless of loading conditions or direction of travel).

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

EXTENT OF COVERAGE – ALL ELEVATORS

The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts replacement, and repairs to keep the elevators covered under this contract in continuous use at their established capacity and efficiency for their intended purpose. Elevators shall be maintained in first-class operating condition to meet the elevators' initial performance ability. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ASME A17.1 and A17.2, including supplements (hereinafter referred to as ASME A17.1).

Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Controllers, Selectors, Dispatcher, and Relay Panels
- Solid State Devices
- Emergency Lighting
- Fireman's Service Equipment
- All Programmable Controllers

- Printed Circuit Cards and Card Busses
- Automatic Power Door Operators, Landing and Car Door Hanger, Landing and Car Door Contacts, Door Protective Devices, Hoistway Door Interlocks, Bottom Door guides, Manual Door Closures, and Auxiliary Door Closing Devices
- Equipment Housings and Device/Premise Wiring
- Keep guide rails properly lubricated, except where roller guides are used.
- Replace guide shoe gibs or rollers, when conditions warrant, to provide smooth and quiet operation.
- Relamp all signals as necessary
- Furnish lubricants as necessary
- Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices:
 - Interlocks and Door Closures
 - Car and Counterweight Buffers
 - Overspeed Governors, governor tension sheave Assemblies, and Car and Counterweight Safeties
 - Limit, Landing and Slowdown Switches
 - Door Protective Devices and Alarm Bells
- Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.
- Periodically equalize the tension in all hoistway ropes. Replace all wire ropes and fastenings, when conditions warrant.
- Periodically examine, lubricate, adjust, and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:
 - Car and Corridor Operating Pushbuttons
 - Load Weighting Equipment

- All Hall Lanterns, Car Position and Hall Position Indicators, Lobby Control Panels, Car Operating Panels, and all other Signal and Accessory Facilities furnished and installed as a part of the whole equipment.
- Periodically clean all elevator machine rooms, secondary areas, elevator hoistways, and pit areas. Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times. During the course of each examination, all accumulated refuse in the pit areas will be discarded.
- Annually clean the elevator hoistway and related equipment including rails, inductors, hoistway door hangers and tracks, relating devices, switches, buffers, car tops and pit areas.
- Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.
- Perform the following tests on the elevator equipment:
 - Tests of the car and counterweight safeties, governors, buffers, and all other safety devices. The car balance will be checked and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed.
 - All tests performed on the elevator equipment described herein will be in accordance with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests shall be submitted and reviewed with the Owner of the property within thirty (30) days following completion of all tests.
- Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed on an annual basis. Bi-annual testing of the Fireman's Emergency Service Operation will be performed to assure proper operation of the system.

SPECIFIC COVERED ITEMS -- TRACTION ELEVATORS

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Elevator Machines -- Geared/Gearless
- Motor Generators

- Machine Brakes and Brake Pulleys
- And Parts thereof, including:
 - Hoisting Motors
 - Selector Motors, Exciter and Regulator
 - Worms, Gears, and Thrusts
 - Bearings
 - Rotating Elements
 - Brake Magnet Coils
 - Brushes, Brush Holders, and Commutators
 - Brake Shoes, Linings, and Pins
 - Windings and Coils
 - Contacts, Relays, and Timers
 - Resistors and Transformers
 - Deflector, Secondary and all other Sheaves, Shafts, Bearings, and Assemblies
 - Repair or replace control cables, when conditions warrant.
- Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.
- Examine, and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.

SPECIFIC COVERED ITEMS -- HYDRAULIC ELEVATORS

Regularly and systematically examine, clean, lubricate, adjust and, when conditions warrant, repair or replace the following:

- Hydraulic Valves, including, but not limited to, valve parts, seals, seats, coils, filters and screens.

- Hydraulic Pumps, including, but not limited to, shafts, seals bearings, hydraulic motors, sheaves, belts, and cylinder head packing.
- Hydraulic piping, fittings and components related to the movement of the hydraulic cylinder.
- Machine Parts, including, but not limited to, worms, gears, sheaves, shafts, thrust bearings, brake drums, brake springs, brake magnets, brake shoes, governors, hoist motors, windings, armatures, brushes, brush rigging, commutators, hoist motor bearings, and all hoist motor wiring and wiring connections.
- All other mechanical or electrical equipment specific to hydraulic elevators operation and/or safety.

SPECIFIC COVERED ITEMS – WHEELCHAIR LIFT

Quarterly inspections including lubrication and maintenance procedures as outlined by the manufacture

Annual Safety Test

HOURS OF SERVICE

The Contractor shall perform all work hereunder, except emergency call-back service, during the regular working hours and the regular working days of the elevator trade.

Should the Owner request adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the Owner will compensate the Contractor for the difference between straight time and overtime hours at the Contractor's normal billing rates.

CONDITIONS OF SERVICE -- GENERAL, ALL UNITS

The Owner is to provide the Contractor with full and free access to the equipment to render service thereon.

Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform

adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Owner and reviewed with him on request.

EXCLUDED SERVICES

The following items of elevator equipment, hoistway, and machine room enclosures are not included in this contract:

ELEVATORS -- ALL

1. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, car lighting fixtures, reflectors, and drop ceilings, and if necessary, refinishing, repairing, or replacing these items.
2. Car fan, gates and/or doors, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeder switches and their wiring and fusing, car light diffusers, light tubes or bulbs, smoke or heat sensors.
3. In-ground Hydraulic Cylinders

The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new enhanced devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, or to perform cleaning of cab interior and exposed sills.

CANCELLATION FOR DEFAULT

If any default in the performance of the terms and conditions of this Agreement by either party continues uncorrected for sixty (60) days after receipt of written notice from the other party, stating the nature, specific location, and extent of the default, the party giving such notice may cancel the Service Agreement at that location by giving written notice of cancellation as of any date thereafter.

LIQUIDATED DAMAGES

When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect or failure to comply with the provisions of this specification and should the Contractor fail to respond with a qualified service man under the time frame indicated herein, it is mutually agreed that the Owner may withhold as liquidated damages for each twenty-four (24) hour period thereof, the sum of Three Hundred Fifty Dollars (\$350.00) from future billings for each failure to timely respond to a request for service. Further, it is mutually agreed that this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the Owner would suffer as a result of the Contractor's failure to comply with this provision.

TERMINATION OF PARTICULAR LOCATIONS

In the event Owner shall sell, vacate, abandon, or otherwise dispose of or terminate a location to which this Agreement applies, all existing agreements for services from Contractor applicable to such location and this Agreement shall be cancelled as of the date such location is so terminated. Owner shall give Contractor written notice of such termination of a location within a reasonable time prior thereto.

Contractor will provide one consolidated invoice with the pricing broken out per location. Please indicate in your proposal if there is any type of discount to the owner if they choose to pay for an entire year (July 1st through June 30th) in one lump sum payment.

Scott County also reserves the right to modify the contract by deleting and adding elevators, elevator stops, etc in the event of building or elevator component remodeling.

WIRING DIAGRAMS, INSTRUCTION MANUALS, ETC.

The Contractor agrees to furnish a complete set of electrical wiring diagrams for all the equipment covered by this contract, together with all supplemental information, such as instruction manuals, lubrication charts, etc., that pertain to the equipment covered in this agreement.

Should the Contractor not have this information available, the Owner agrees to furnish this information to the Contractor, to the extent available, at the Contractor's expense.

However, requiring that the Contractor provide this information shall be considered part of his previous experience with this specific type of equipment.

MAINTENANCE PROCEDURES

The scheduling, frequency, and performance of the maintenance service procedures specified above shall be carried out in accordance with established industry procedures.

COST ADJUSTMENTS

In years 3-5 the contract may be adjusted annually to compensate for changes in the direct cost of labor employed and materials used in the performance of the services specified. The adjustments, if any, shall be based upon costs in effect at the end of each contract year and shall become effective at the start of the new contract year.

These annual adjustments shall be computed in the following manner and included as part of the Contractor's proposal:

80% of the contract price shall be adjusted by the percentage of change in the direct cost of Elevator Inspector Mechanics employed in the regular performance of this contract. The "direct cost" of labor is defined as the actual straight time hourly rate of pay plus the hourly cost of all fringe benefits paid by the company to the employee or to his union in his behalf. Costs incurred by the Contractor for its benefit or protection are not included.

20% of the contract price shall be adjusted by the percentage of change in the index published

by the U.S. Department of Labor, Bureau of Statistics, known as the "Wholesale Commodity Prices for Metals and Metal Products" index. The price of the contract is based upon this index for the month as specified in the Contractor's proposal which will be so stated as the first annual adjustment to the contract price and shall be calculated by comparing the index stated above with the index published for the twelfth month of the first contract year. Subsequent annual adjustments shall be calculated by comparing the index for the final month of the current contract year with the index for the final month of the last previous contract year. The annual adjustment, if any, shall be computed to the nearest even dollar.

OTHER COSTS

If there are any type of fee for reports or inspections required to be submitted to the State or other licensing authority, the Contractor must identify these as part of their bid.

Fuel surcharge, truck charges, environmental disposal fees, or material fees for materials normally used in the course of maintenance on this equipment shall not be assessed on regularly scheduled maintenance visits and/or trips for items covered under the performance of this agreement.

If your company charges fees or surcharges related to fuel, truck charges, environmental fees, or material fees for service calls that are not covered as a part of this contract, those must be disclosed to the County and are open to negotiation as part of the award of contract.

ADDITIONAL PROVISIONS

The contract as described herein shall constitute the entire agreement between the parties and all prior representations and agreements, whether written or oral, are merged herein.

The Contractor does not assume possession, management, or control of any part of the equipment. the Contractor shall not, in any event, be responsible for or liable for any loss or damage resulting from the overloading and/or misloading of elevator, escalator, or other device covered by this contract and its rated capacity or operation of said equipment, or for any loss, damage, detention, delay, or for any failure to perform resulting from accidents, strikes, lock-outs, fire, explosions, water, flood, wind, malicious mischief, war, acts of civil or military authority, insurrection, riot, act of God, or any consequential damage.

The Owner agrees that (except during periods of the inspection and work required by the terms of this contract, when and if the Company's employees actually take charge of the equipment), the control over, the management, observation, and operation of the equipment is and remains the full and sole responsibility of the Owner. The Owner shall immediately shut down and remove any equipment from service when it appears to the Owner to be unsafe or operating in a manner which might cause injury to anyone using said equipment; and they will give the Contractor written notice within a reasonable period of time of any accident, alteration, or change affecting the equipment covered by this contract.

The contract shall be binding upon the heirs, personal representatives, successors, and permitted

assigns of the parties hereto.

The Agreement shall become a valid and binding contract only when accepted and signed by Owner as described herein; when subsequently approved and signed by an officer of the Contractor. This contract shall not be changed, modified, or terminated and none of its terms or conditions shall be waived orally, but only in writing signed by the Owner and by an officer of the Contractor. A waiver at any time of any of the terms and conditions of this contract shall not be considered a modification, cancellation, or waiver of such terms and conditions.

INDEMNIFICATION

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. Any litigation that may come about as a result of breach of contract or other stipulations of this agreement will be litigated in Scott County, IA.
- D. Scott County reserves the right to reject any or all bids or proposals submitted without cause. Further, Scott County reserves the right to re-bid or re-solicit for proposals for this project at any time in the future. By submitting a proposal or bid each CONTRACTOR acknowledges these rights and authorizes Scott County to exercise them should the situation warrant.

***Please note** Scott County does not do business with debarred or suspended vendors and may be checked at Sam.gov*

ATTACHMENT A

TRACTION ELEVATORS LOCATED AT:

ADMINISTRATIVE CENTER – 600 West Fourth Street, Davenport - 2 total

2 Elevators; 6 stops each, front openings only

COURTHOUSE – 400 W 4 St, Davenport - 2 total

2 Elevators; 4 stops each, one with front and rear doors

HYDRAULIC ELEVATORS LOCATED AT:

SCOTT COUNTY JAIL – 400 W. 4th Street, Davenport - 4 total

2 Elevators; 5 stops each, one with side doors West car only has 4 stops (Service Elevators)

2 Elevators; 3 stops each (Inmate/Staff Elevators)

COURTHOUSE – 400 W 4 St, Davenport- 1 total

1 Elevator; 4 levels, 3 stops (secure/ prisoner) will be adding a 4th stop during contract period.

SCOTT COUNTY ENTRANCE PAVILLION - 400 W 4 St, Davenport - 1 total

1 Elevator; 2 levels, 2 stops

SCOTT COUNTY WAREHOUSE- 1400 Lancer Ct, Eldridge - 1 total

1 Elevator; 2 levels, 2 stops

WHEELCHAIR LIFT LOCATED AT:

SCOTT COUNTY COURTHOUSE, 400 W 4th St. Davenport - 1 total