

**Amendment to Agreement for  
Annual Requirement for Elevator Service, Maintenance and Testing, Bid No. 11-206  
City of Lincoln  
Additional Location**

This Amendment by and between Eletech, Inc. 8810 Blondo St., Omaha, NE 68134 (hereinafter "Contractor") and the City of Lincoln (hereinafter "City"), for the purpose of Amending the Agreement dated December 19, 2011, under Resolution No. A-86652 (the "Agreement"), for Annual Requirements for Elevator Service, Maintenance and Testing, Bid No. 11-206, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the agreement to include the additional of bi-monthly service of four (4) traction elevators and six (6) inspections per year at the Red 1 Parking Garage, 850 Q Street, Lincoln, NE for an annual cost of \$10,800 as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution No. A-86652, and stated herein the parties agree as follows:

- 1) The parties agree to amend the agreement to include the additional of bi-monthly service of four (4) traction elevators and six (6) inspections per year at the Red 1 Parking Garage, 850 Q Street, Lincoln, NE for an annual cost of \$10,800 as per Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>18th</u> day
of <u>August</u> 2014
<u>Steve Nulph</u>
Finance Director
<u>11643</u>
Directorial Number

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

<b>Company Name: (PLEASE PRINT)</b>	ELETECH INC.
<b>By: (PLEASE PRINT)</b>	MIKE CIMINO
<b>By: (PLEASE SIGN)</b>	<i>[Signature]</i>
<b>Title:</b>	PRESIDENT
<b>Company Address: (PLEASE PRINT)</b>	8810 BLONDO STREET
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402-339-4444      402-339-7484
<b>E-Mail Address: (PLEASE PRINT)</b>	CARY@ELETECHINC.COM
<b>Dated</b>	8/12/14

# Attachment A



8/5/14

City of Lincoln Lancaster County & Lincoln Lancaster County Public Building Commission

555 South 10<sup>th</sup> Street

Lincoln, NE 68508

**Reference: RFP Bid No. 11-206 Elevator Service and Maintenance Testing**

**Contract Based on Terms of existing Contract with City of Lincoln.**

Location:

Red 1 Parking Garage

850 Q Street

Lincoln, NE 68508

**Bi Monthly Service (4) Traction Elevators**

\$450 Per Elevator Bi Monthly=\$1,800 for (4) Elevators

6- Inspections per year \$2,700 per elevator or \$10,800 Annual

Sincerely,

A handwritten signature in cursive script that reads "Cary McCoy".

Cary McCoy

Eletech Inc.

8810 Blondo Street

Omaha, NE 68134

Phone: 402-339-4444

**Amendment to Agreement for  
Annual Requirement for Elevator Service, Maintenance and Testing, Bid No. 11-206  
Lancaster County  
Additional Location**

C-14-0109  
**RECEIVED**  
FEB 27 2014  
**LANCASTER COUNTY  
CLERK**

This Amendment is hereby entered into on this 4 day of March, 2014, by and between **Eletech, Inc. 8810 Blondo St., Omaha, NE 68134** (hereinafter "Contractor") and **Lancaster County** (hereinafter "County"), for the purpose of Amending the Agreement C-11-0724, dated December 13, 2011, (the "Agreement"), for **Annual Requirements for Elevator Service, Maintenance and Testing, Bid No. 11-206**, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the agreement to include the additional service of four (4) elevators at the Lancaster County Correctional Facility, 3801 West O Street, Lincoln, NE at a cost of \$600.00 per month for all four elevators which are listed on Attachment A.

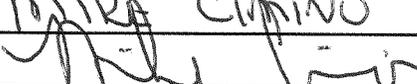
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0724, and stated herein the parties agree as follows:

- 1) The parties agree to amend the agreement to include the additional service of four (4) elevators at the Lancaster County Correctional Facility, 3801 West O Street, Lincoln, NE at a cost of \$600.00 per month for all four elevators which are listed on Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

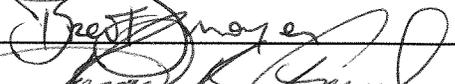
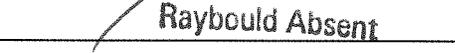
Company Name: (PLEASE PRINT)	ELETECH INC.
By: (PLEASE PRINT)	MIKE CIMINO
By: (PLEASE SIGN)	
Title:	PRESIDENT
Company Address: (PLEASE PRINT)	8810 BLONDO ST. OMAHA NE. 68134
Company Phone & Fax: (PLEASE PRINT)	402-339-4444 / 402-339-7484
E-Mail Address: (PLEASE PRINT)	MIKE@ELETECHINC.COM
Dated	2/18/14

Lancaster County Board of Commissioners Signatures

Approved as to form  
this 2 day of March, 2014

Executed this 4 day of March, 2014

  
\_\_\_\_\_  
Deputy County Attorney  
for Lancaster County Attorney

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Raybould Absent

Attachment A

<b>ID #</b>	<b>STATE ID #</b>	<b>MAKE</b>	<b>TYPE</b>	<b>OPERATION</b>	<b>FLOORS SERVED</b>	<b>CAPACITY</b>
F1	6309	Schumacher	Passenger	Hydraulic	Three (3)	2500#
G1	6310	Schumacher	Passenger	Hydraulic	Two (2)	5000#
G2	6311	Schumacher	Passenger	Hydraulic	Three (3)	5000#
H1	6312	Schumacher	Passenger	Hydraulic	Three (3)	5000#

**Amendment to Agreement for  
Annual Requirement for Elevator Service, Maintenance and Testing, Bid No. 11-206  
City of Lincoln, Lancaster County, Lincoln-Lancaster Public Building Commission  
Additional Location**

This Amendment is hereby entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Eletech, Inc. 8810 Blondo St., Omaha, NE 68134 (hereinafter "Contractor") and the City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of Amending the Agreement C-11-0724, dated December 13, 2011, and Resolution A-86652, dated December 19, 2011, (the "Agreement"), for Annual Requirements for Elevator Service, Maintenance and Testing, Bid No. 11-206, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the agreement include the additional service of Elevators # 2 and #3 for the Larson Building for Parking Division at a cost of \$400.00 each per month, as per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under County Contract C-11-0724 and City Resolution A-86652, and stated herein the parties agree as follows:

- 1) The parties agree to amend the agreement to include the additional service of Elevators # 2 and #3 for the Larson Building for Parking Division at a cost of \$400.00 each per month, as per Attachment A.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Lancaster County Board of Commissioners Signatures**

Executed this 10 day of September, 2013

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
 For Lancaster County Law

**City of Lincoln**

Executed this 27th day of August, 2013

[Signature]  
Finance Director

Approved by Directorial Order No. 09894

\*\*\*\*\*

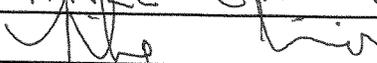
**Lincoln-Lancaster County Public Building Commission**

Executed this 27th day of September, 2013

[Signature]  
Chairperson

[Signature]  
PBC Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	ELETECH INC
By: (PLEASE PRINT)	MIKE CIMINO
By: (PLEASE SIGN)	
Title:	PRESIDENT
Company Address: (PLEASE PRINT)	8810 BLONDO ST. OMAHA NE. 68134
Company Phone & Fax: (PLEASE PRINT)	402-339-4444 F-402-339-7484
E-Mail Address: (PLEASE PRINT)	MIKE@ELETECHINC.COM
Dated	8/14/13

LARSON BLDG          ELEVATORS          2 & 3          1317 Q STREET

STATE #	KONE	CERTIFICATE #	SERIAL #	UNIT NAME/MODEL	EFFECTIVE DATE
6515	KONE	119106	20323076	KCM 831	1-Jul <i>2013</i>
6516	KONE	119107	20323075	KCM 831	1-Jul <i>2013</i>

H - 86652 PH: 12/19  
11R-303

C-11-0724

RECEIVED

DEC 08 2011

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS  
FOR  
Elevator Service, Maintenance and Testing  
RFP Bid No. 11-206**

**Eletech, Inc.  
8810 Blondo St.  
Omaha, NE 68134  
402-474-4445**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between **Eletech, Inc., 8810 Blondo Street, Omaha, NE 68134**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Elevator Service, Maintenance and Testing, Bid No. 11-206** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to all line-item packages in Contractor's Proposal except Package No. 3 (Lancaster County Jail) and Package No. 26 (Northeast Wastewater Facility & Theresa Street Wastewater Facility).**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Payment to be made on a monthly basis as listed in Attachment 1.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective January 1, 2012. The term of the Contract shall be for a four (4) year period running through December 31, 2015 with the option to renew for one (1) additional four (4) year period upon mutual agreement by all parties. Contractor shall initiate services according to the effective dates listed in Attachment 1.

9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Attachments 1 and 2
  4. Addendum No.'s 1, 2 and 3
  5. Specifications
  6. Location of Elevators
  7. Employee Classification Act, Executive Order 83319
  8. Employee Classification Act Affidavit
  9. Instructions to Bidders
  10. Insurance Requirements
  11. Sales Tax Exemption Forms 13 and 17

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

*Jan E. Rose*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by Resolution No. A-86652

dated 12-19-2011

LINCOLN LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

*[Signature]*

*[Signature]*

Chairperson, Public Building Commission

dated 12-9-11

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

for *[Signature]*  
Lancaster County Attorney

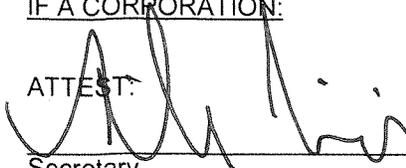
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

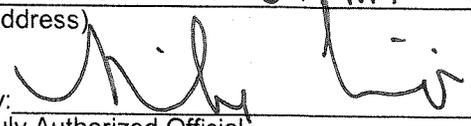
Hudkins Absent

dated 12/13/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:  (SEAL)  
Secretary

ELETECH INC.  
Name of Corporation  
8810 BLONDO UMAHA NE. 68134  
(Address)  
By:   
Duly Authorized Official  
PRESIDENT  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

## EleTech

State #	Manufacturer	Building Name	Building Address	Unit Name	Type	Maint. Type	Monthly	Annual	Effective Date
7075	Kone	Hall of Justice	575 S. 10th St.	Southeast #1	T	Complete	\$175.00	\$2,100.00	April 2, 2015
7076	Kone	Hall of Justice	575 S. 10th St.	Southwest #2	T	Complete	\$175.00	\$2,100.00	April 2, 2015
7073	Kone	Hall of Justice	575 S. 10th St.	Northwest #3	T	Complete	\$175.00	\$2,100.00	April 2, 2015
7074	Kone	Hall of Justice	575 S. 10th St.	Northwest #4	T	Complete	\$175.00	\$2,100.00	April 2, 2015
7071	Kone	Hall of Justice	575 S. 10th St.	West #5	T	Complete	\$175.00	\$2,100.00	April 2, 2015
7072	Kone	Hall of Justice	575 S. 10th St.	Jail #6	T	Complete	\$175.00	\$2,100.00	April 2, 2015
8798	Kone	County City Bldg	555 S. 10th St.	East #1	H	Complete	\$87.50	\$1,050.00	December 14, 2015
8799	Kone	County City Bldg	555 S. 10th St.	Middle #2	H	Complete	\$87.50	\$1,050.00	December 14, 2015
6299	Cetek	County City Bldg	555 S. 10th St.	West #3	H	Complete	\$87.50	\$1,050.00	December 14, 2015
8742	Kone	County City Bldg	555 S. 10th St.	Service #4	H	Complete	\$87.50	\$1,050.00	December 14, 2015
9148	Schindler	North Parking Garage	435 S. 10th St.	Garage #1	H	Complete	\$87.50	\$1,050.00	March 1, 2012
5620	Thyssen	Lincoln Police Department	4843 Huntington Ave.	Passenger #1	H	Complete	\$83.33	\$999.96	March 1, 2012
7738	Dover	233 Building	233 S. 10th St.	Passenger	H	Complete	\$87.50	\$1,050.00	January 1, 2012
2783	Otis	233 Building	233 S. 10th St.	Freight	T	Complete	\$175.00	\$2,100.00	January 1, 2012
None	Otis	Old City Hall	920 O St.	Passenger	T	Complete	\$175.00	\$2,100.00	September 2, 2012
4305	Otis	K Street Records	440 S. 8th St.	South #2	T	Complete	\$175.00	\$2,100.00	March 30, 2016
8691	Kone	K Street Records	440 S. 8th St.	North #1	T	Complete	\$175.00	\$2,100.00	March 30, 2016
7751	Dover	Courthouse Plaza	633 S. 9th St	Passenger	H	Complete	\$87.50	\$1,050.00	February 1, 2012
7898	Dover	Trabert Hall	2202 S. 11th St.	Passenger	H	Complete	\$87.50	\$1,050.00	April 2, 2012
8293	Dover	Downtown Senior Ctr	1005 O St.	West #1	H	Complete	\$87.50	\$1,050.00	April 16, 2014
8772	Dover	Downtown Senior Ctr	1005 O St.	East #2	H	Complete	\$87.50	\$1,050.00	April 16, 2014
8660	Dover	Lancaster Mental Health	220 St. Mary's Ave	Passenger #1	T	Complete	\$175.00	\$2,100.00	April 2, 2012
7370	Dover	Lancaster Mental Health	220 St. Mary's Ave	Passenger #2	H	Complete	\$83.33	\$999.96	April 2, 2012
5408	Thyssen	Lancaster Health	3140 N St.	Passenger #1	H	Complete	\$83.33	\$999.96	March 15, 2012
5409	Thyssen	Lancaster Health	3140 N St.	Passenger #2	H	Complete	\$83.33	\$999.96	March 15, 2012
8243	Dover	Experian	901 W. Bond St.	North #1	H	Complete	\$83.33	\$999.96	January 1, 2012
8244	Dover	Experian	901 W. Bond St.	South #2	H	Complete	\$83.33	\$999.96	January 1, 2012
8460	Dover	Experian	949 W. Bond St.	East #3	H	Complete	\$83.34	\$1,000.08	January 1, 2012
1762	Thyssen	F Street Community Ctr	1225 F St.	Passenger #1	H	Complete	\$83.33	\$999.96	January 1, 2012
8011	Dover	Willard Community Ctr	1245 S. Folsom	Passenger #1	H	Complete	\$83.34	\$1,000.08	January 1, 2012
8063	Thyssen	Cornhusker Square Parking	1220 L St.	Passenger	H	Complete	\$87.50	\$1,050.00	January 1, 2012
7745	Westinghouse	Centerpark Parking	1120 N St.	East #1	T	Complete	\$225.00	\$2,700.00	January 1, 2012
7744	Westinghouse	Centerpark Parking	1120 N St.	Middle #2	T	Complete	\$225.00	\$2,700.00	January 1, 2012
7743	Westinghouse	Centerpark Parking	1120 N St.	West #3	T	Complete	\$225.00	\$2,700.00	January 1, 2012
8330	Dover	University Square Parking	101 N. 14th St.	East #1	T	Complete	\$225.00	\$2,700.00	January 1, 2012
8329	Dover	University Square Parking	101 N. 14th St.	West #2	T	Complete	\$225.00	\$2,700.00	January 1, 2012
1795	Thyssen	University Square Parking	101 N. 14th St.	South #3	H	Complete	\$87.50	\$1,050.00	January 1, 2012
2273	Kone	Haymarket Parking	840 Q St.	North #1	H	Complete	\$87.50	\$1,050.00	January 1, 2012
2272	Kone	Haymarket Parking	840 Q St.	South #2	H	Complete	\$87.50	\$1,050.00	January 1, 2012
8595	Kone	Que Place Parking	1111 Q St.	East #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012
8576	Kone	Que Place Parking	1111 Q St.	West #2	T	Complete	\$175.00	\$2,100.00	January 1, 2012
8591	Kone	Carriage House Parking	1128 L St.	North #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012
8590	Kone	Carriage House Parking	1128 L St.	South #2	T	Complete	\$175.00	\$2,100.00	January 1, 2012
9053	Kone	Market Place Parking	947 Q St.	North #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012
9052	Kone	Market Place Parking	947 Q St.	South #2	T	Complete	\$175.00	\$2,100.00	January 1, 2012
7681	Dover	Bennett Martin Library	136 S. 14th St.	#2 Passenger	T	Complete	\$225.00	\$2,700.00	January 1, 2012
7858	Esco	Bennett Martin Library	136 S. 14th St.	#4 Dumbwaiter	O	Complete	\$50.00	\$600.00	January 1, 2012
*8577	Kone	Lincoln Water Treatment	Highway 6	Freight	H	Complete			January 1, 2012
<b>TOTAL</b>							<b>\$6,349.99</b>	<b>\$76,199.88</b>	

\* Lincoln Water Treatment has elected to receive service on an hourly rate, as-needed. No Monthly Services

Bond Amounts Due for Contract

Bond Amount due for contract year ending 2012	----	\$53,099.88
Bond Amount due for contract year ending 2013	----	\$53,099.88
Bond Amount due for contract year ending 2014	----	\$55,199.88
Bond Amount due for contract year ending 2015	----	\$67,799.88

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	11-206 Addendum 3	Department		Floor/Room
Title	City of Lincoln, Lancaster County and Public Building Commission Elevator Service, Maintenance and Testing	Building	Suite 200	Telephone
		Floor/Room		Fax
		Telephone	1 (402) 441-8309	Email
Bid Type	RFP	Fax	1 (402) 441-6513	
Issue Date	08/24/2011	Email	rwalla@lincoln.ne.gov	
Close Date	9/19/2011 12:00:00 PM CST			
Need by Date				

## Supplier Information

Company Eletech, Inc.  
 Address 8810 Blondo Street  
 Omaha, NE 68134

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 474-4445  
 Fax 1 (402) 339-7484  
 Email  
 Submitted 9/19/2011 11:13:05 AM CST  
 Total \$94,600.00

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

MANDATORY PREBID MEETING ON SEPT. 1 - SEE BID INFO FOR DETAILS.

## Bid Activities

Date	Name	Description
9/1/2011 9:00:00 AM	MANDATORY Prebid Meeting - Purchasing Office - 440 So. 8th Street, Lincoln, NE	A Mandatory Prebid Meeting will be held on Thursday, Sept. 1, 2011 at 9:00am starting at the City/County Purchasing Office. From this location we will proceed to all locations where service will be provided through an awarded contract.

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job and must remain in force through the complete term of the contract.	Yes
8	Contact	Name of person submitting this bid:	Michael Cimino
9	Attached Proposal	I have completed all the information as requested in the Specifications on company letterhead and attached these documents to the Response Attachment section of my ebid response.	Yes
10	Bid Bond Submission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
11	References	I have listed my references on company letterhead and attached them to the Response Attachment section of my ebid response as required in section 6.3 of the Specifications.	Yes
12	Water Department Tax	I acknowledge that materials used for any work performed at the Lincoln Water System plant at the City of Lincoln Facility or the Ashland Treatment Plant is taxable according to Reg. 066.14A.	Yes

13	Tax Exempt Certificate Forms	Materials being purchased under this contract are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
14	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
15	Page 2 - Line Items	Please note that there is a page 2 of Line Items that you must complete as part of your bid.	Yes
16	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
17	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
18	Technician Residency	I have provided a list of the Technicians who will be performing the duties under this contract and where they currently reside on company letterhead and attached it to the Response Attachment section of my ebid response.	Yes
19	Emergency Response - Normal Business Hours	How many minutes will it take for your staff to respond to an emergency request by any department within the City of Lincoln during normal business hours?	30 minutes at all locations and 20 minutes at the Lancaster County Correctional Facility
20	Emergency Response Time - Other Hours	How many minutes will it take for your staff to respond to an emergency request by any department within the City of Lincoln on weekends, holidays or outside of the normal working hours (5:01pm - 6:59am)?	30 minutes at all locations and 20 minutes at the Lancaster County Correctional Facility
21	Term Clause with Escalation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Are bid prices firm for the first full contract period. YES or NO  (b) Bid prices subject to escalation  YES or NO   (c) If bid prices are subject to escalation, state period for which prices will remain firm:	bid firm for entire four year period
22	Service Technician Availability	Do you have Service Technicians currently dedicated to other contract accounts in the City of Lincoln? YES or NO If YES, list the contracted party and number of Technicians dedicated to that account:	yes, UNL, Atrium, Golds Galleria, Broe Real Estate, Wicks Alumni, St. Elizabeth
23	Specific Contract Duties	I have typed the information as requested in section 9 of the Specifications regarding the specific parts, maintenance, supplies, tools, testing, equipment and duties that will be covered under the pricing as listed in the Line Items. PLEASE NOTE: The information you submit under this section must be detailed to include all costs associated with each elevator. Additional costs, beyond the Line Item price, added to any invoices following contract award will not be paid by the Owners unless specified in this document.	Yes

24	Contractor Contact Person - Normal Business Hours	Who will all departments report their service issues to in your company during normal business hours?	Eletech's Office 402-474-4445
25	Service Contact Person - Emergency Reports and After Normal Hours	Who will all departments report their service issues to in your company for emergencies and after normal business hours?	Eletech's answering service 402-474-4445
26	Hourly Service Rate	List the hourly rate for service that is not covered under the monthly price listed in the Line Items.	108.00 per man hour
27	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: The mandatory prebid date is Sept. 1. The Event Participation section has been changed to reflect the date of the meeting.	Yes
28	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes
29	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.  Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Hall of Justice	\$12,600.00

Item Notes: 575 S. 10th St.

Supplier Notes: Eletech, Inc. will provide monthly elevator service including fire service testing as required by the State of Nebraska for an additional \$ 50.00 per month per elevator.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	6	Months	Service, Maintenance and Testing; State # 7075	350.00

Manufacturer: Kone

Item Notes: Unit Name: Southeast #1 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier Notes:

1.2	6	Months	Service, Maintenance and Testing; State # 7076	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Southwest #2 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier Notes:

1.3	6	Months	Service, Maintenance and Testing; State # 7073	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Northwest #3 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier Notes:

1.4	6	Months	Service, Maintenance and Testing; State # 7074	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Northeast #4 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier Notes:

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1.5 6 Months Service, Maintenance and Testing; State # 7071 350.00

Manufacturer: Kone

Item Notes: Unit Name: West #5 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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1.6 6 Months Service, Maintenance and Testing; State # 7072 350.00

Manufacturer: Kone

Item Notes: Unit Name: Jail #6 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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2 1 PKG County City Building \$4,200.00

Item Notes: 555 S. 10th St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	6	Months	Service, Maintenance and Testing; State # 8798	175.00

Manufacturer: Kone

Item Notes: Unit Name: East #1 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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2.2 6 Months Service, Maintenance and Testing; State # 8799 175.00

Manufacturer: Kone

Item Notes: Unit Name: Middle #2 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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2.3 6 Months Service, Maintenance and Testing; State # 6299 175.00

Manufacturer: Cetek

Item Notes: Unit Name: West #3 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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2.4 6 Months Service, Maintenance and Testing; State # 8742 175.00

Manufacturer: Kone

Item Notes: Unit Name: Service #4 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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3 1 PKG Lancaster County Jail \$8,400.00

Item Notes: 605 S. 10th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	12	Months	Service, Maintenance and Testing; State # 8352	175.00

Manufacturer: Dover

Item Notes: Unit Name: #1 Services <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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3.2 12 Months Service, Maintenance and Testing; State # 8372 175.00

Manufacturer: Dover

Item Notes: Unit Name: #2 Public <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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3.3 12 Months Service, Maintenance and Testing; State # 8373 175.00

Manufacturer: Dover

Item Notes: Unit Name: #3 North <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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3.4 12 Months Service, Maintenance and Testing; State # 8374 175.00

Manufacturer: Dover

Item Notes: Unit Name: #4 Booking <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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4 1 PKG North Parking Garage \$1,050.00

Item Notes: 435 S. 10th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	6	Months	Service, Maintenance and Testing; State # 9148	175.00

Manufacturer: Schindler

Item Notes: Unit Name: Garage #1 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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5 1 PKG Lincoln Police Department \$1,000.00

Item Notes: 4843 Huntington Ave.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	4	Months	Service, Maintenance and Testing; State # 5620	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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6 1 PKG 233 Building \$3,150.00

Item Notes: 233 S. 10th St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	6	Months	Service, Maintenance and Testing; State # 7738	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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6.2 6 Months Service, Maintenance and Testing; State # 2783 350.00

Manufacturer: Otis

Item Notes: Unit Name: Freight <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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7 1 PKG Old City Hall \$2,100.00

Item Notes: 920 "O" St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	6	Months	Service, Maintenance and Testing	350.00

Manufacturer: Otis

Item Notes: Unit Name: Passenger <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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8 1 PKG K Street Records \$4,200.00

Item Notes: 440 S. 8th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	6	Months	Service, Maintenance and Testing; State # 4305	350.00

Manufacturer: Otis

Item Notes: Unit Name: South #2 <br>  
 Type: T <br>  
 Maintenance Frequency: Bi-Monthly

Supplier  
 Notes:

8.2	6	Months	Service, Maintenance and Testing; State # 8691	350.00
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Manufacturer: Kone

Item Notes: Unit Name: North #1 <br>  
 Type: T <br>  
 Maintenance Frequency: Bi-Monthly

Supplier  
 Notes:

9	1	PKG	Courthouse Plaza	\$1,050.00
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Item Notes: 633 S. 9th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
9.1	6	Months	Service, Maintenance and Testing; State # 7751	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger <br>  
 Type: H <br>  
 Maintenance Frequency: Bi-Monthly

Supplier  
 Notes:

10	1	PKG	Trabert Hall	\$1,050.00
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Item Notes: 2202 S. 11th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
10.1	6	Months	Service, Maintenance and Testing; State # 7898	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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11	1	PKG	Downtown Senior Center	\$2,100.00
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Item Notes: 1005 "O" St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
11.1	6	Months	Service, Maintenance and Testing; State # 8293	175.00

Manufacturer: Dover

Item Notes: Unit Name: West #1 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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11.2	6	Months	Service, Maintenance and Testing; State # 8772	175.00
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Manufacturer: Dover

Item Notes: Unit Name: East #2 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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12	1	PKG	Lancaster County Mental Health Center	\$3,100.00
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Item Notes: 2200 St. Mary's Ave

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
12.1	6	Months	Service, Maintenance and Testing; State # 8660	350.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger #1 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

12.2	4	Months	Service, Maintenance and Testing; State # 7370	250.00
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Manufacturer: Dover

Item Notes: Unit Name: Passenger #2 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

13	1	PKG	Lancaster County Health Department	\$2,000.00
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Item Notes: 3140 N St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
13.1	4	Months	Service, Maintenance and Testing; State # 5408	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

13.2	4	Months	Service, Maintenance and Testing; State # 5409	250.00
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Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #2 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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14 1 PKG Municipal Services Center \$3,000.00

Item Notes: 901 W. Bond St. <br>  
949 W. Bond St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
14.1	4	Months	Service, Maintenance and Testing; State # 8243	250.00

Manufacturer: Dover

Item Notes: Unit Name: North #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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14.2	4	Months	Service, Maintenance and Testing; State # 8244	250.00
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Manufacturer: Dover

Item Notes: Unit Name: South #2 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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14.3	4	Months	Service, Maintenance and Testing; State # 8460	250.00
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Manufacturer: Dover

Item Notes: Unit Name: East #3 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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15 1 PKG F Street Community Center \$1,000.00

Item Notes: 1225 F St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
15.1	4	Months	Service, Maintenance and Testing; State # 1762	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier

Notes:

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16 1 PKG Willard Community Center \$1,000.00

Item Notes: 1245 S. Folsom

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
16.1	4	Months	Service, Maintenance and Testing; State # 8011	250.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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17 1 PKG Cornhusker Square Parking Garage \$1,050.00

Item Notes: 1220 L St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
17.1	6	Months	Service, Maintenance and Testing; State # 8063	175.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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18 1 PKG Centerpark Parking Garage \$8,100.00

Item Notes: 1120 N St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
18.1	12	Month	Service, Maintenance and Testing; State # 7745	225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: East #1 <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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18.2 12 Month Service, Maintenance and Testing; State # 7744 225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: Middle #2 <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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18.3 12 Month Service, Maintenance and Testing; State # 7743 225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: West #3 <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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19 1 PKG University Square Parking \$6,450.00

Item Notes: 101 N. 14th St.

Supplier Notes:

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Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
19.1	12	Month	Service, Maintenance and Testing; State # 8330	225.00

Manufacturer: Dover

Item Notes: Unit Name: East #1 <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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19.2 12 Month Service, Maintenance and Testing; State # 8329 225.00

Manufacturer: Dover

Item Notes: Unit Name: West #2 <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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19.3 6 Months Service, Maintenance and Testing; State # 1795 175.00

Manufacturer: Thyssen

Item Notes: Unit Name: South #3 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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20 1 PKG Haymarket Parking Garage \$2,100.00

Item Notes: 840 Q St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
20.1	6	Months	Service, Maintenance and Testing; State # 2273	175.00

Manufacturer: Kone

Item Notes: Unit Name: North #1 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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20.2 6 Months Service, Maintenance and Testing; State # 2272 175.00

Manufacturer: Kone

Item Notes: Unit Name: South #2 <br>  
Type: H <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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21 1 PKG Que Place Parking Garage \$4,200.00

Item Notes: 1111 Q St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
21.1	6	Months	Service, Maintenance and Testing; State # 8595	350.00

Manufacturer: Kone

Item Notes: Unit Name: East #1 <br>  
Type: t <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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21.2 6 Months Service, Maintenance and Testing; State # 8576 350.00

Manufacturer: Kone

Item Notes: Unit Name: West #2 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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22 1 PKG Carriage House Parking Garage \$4,200.00

Item Notes: 1128 L St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
22.1	6	Months	Service, Maintenance and Testing; State # 8591	350.00

Manufacturer: Kone

Item Notes: Unit Name: North #1 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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22.2 6 Months Service, Maintenance and Testing; State # 8590 350.00

Manufacturer: Kone

Item Notes: Unit Name: South #2 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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23 1 PKG Market Place Parking Garage \$4,200.00

Item Notes: 947 Q St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
23.1	6	Months	Service, Maintenance and Testing; State # 9053	350.00

Manufacturer: Kone

Item Notes: Unit Name: North #1 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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23.2 6 Months Service, Maintenance and Testing; State # 9052 350.00

Manufacturer: Kone

Item Notes: Unit Name: South #2 <br>  
Type: T <br>  
Maintenance Frequency: Bi-Monthly

Supplier  
Notes:

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24 1 PKG Pershing Auditorium \$1,000.00

Item Notes: 226 Centennial Mall S.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
24.1	4	Months	Service, Maintenance and Testing; State # 4237	250.00

Manufacturer: Rotary

Item Notes: Unit Name: Passenger #1 <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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25 1 PKG Bennett Martin Library \$5,700.00

Item Notes: 136 S. 14th St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
25.1	12	Months	Service, Maintenance and Testing; State # 7672	100.00

Manufacturer: Kone

Item Notes: Unit Name: #1 Passenger <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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25.2 12 Months Service, Maintenance and Testing; State # 7681 225.00

Manufacturer: Dover

Item Notes: Unit Name: #2 Passenger <br>  
Type: T <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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25.3 12 Months Service, Maintenance and Testing; State # 7772 100.00

Manufacturer: Esco

Item Notes: Unit Name: #3 Passenger <br>  
Type: H <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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25.4 12 Months Service, Maintenance and Testing; State # 7858 50.00

Manufacturer: Esco

Item Notes: Unit Name: #4 Dumbwaiter <br>  
Type: O <br>  
Maintenance Frequency: Monthly

Supplier  
Notes:

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26 1 PKG Northeast WasteWater Facility & Theresa Street Wastewater Facility \$5,600.00

Item Notes: 7000 N. 70th St. & 2400 Theresa St.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
26.1	4	Months	Service, Maintenance and Testing; State # 7875	250.00

Manufacturer: Otis

Item Notes: Unit Name: Passenger <br>  
Type: H <br>  
Maintenance Frequency: Quarterly <br>  
Location: Northeast Wastewater Facility

Supplier  
Notes:

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26.2 4 Months Service, Maintenance and Testing; State # 8416 450.00

Manufacturer: Kone

Item Notes: Unit Name: Tank Elevator <br>  
Type: T <br>  
Maintenance Frequency: Quarterly <br>  
Location: Theresa St. Wastewater Facility

Supplier  
Notes:

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26.3 4 Months Service, Maintenance and Testing; State # 1763 250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Control Room <br>  
Type: H <br>  
Maintenance Frequency: Quarterly <br>  
Location: Theresa St. Wastewater Facility

Supplier  
Notes:

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26.4 4 Months Service, Maintenance and Testing; State # 7414 450.00

Manufacturer: Dover

Item Notes: Unit Name: Residual Bldg <br>  
Type: T <br>  
Maintenance Frequency: Quarterly <br>  
Location: Theresa St. Wastewater Facility

Supplier  
Notes:

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27 1 PKG Lincoln Water Treatment Facility<br>Ashland Plant \$1,000.00

Item Notes: Highway 6, Ashland, NE<br>ANY MATERIALS PURCHASED FOR REPAIRS OF THE ELEVATOR AT THIS LOCATION ARE TAXABLE.

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
27.1	4	Months	Service, Maintenance and Testing; State # 8577	250.00

Manufacturer: Kone

Item Notes: Unit Name: Freight <br>  
Type: H <br>  
Maintenance Frequency: Quarterly

Supplier  
Notes:

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28 1 EA Five Year Full Load Test<br>Only bid per test. \$0.00

Item Notes: To be conducted as needed according to schedule on each elevator requiring this test.<br>Price shall remain firm during term of contract unless otherwise indicated in Vendor's response.

Supplier Notes: Five year safety test if required included at no additional charge.

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Response Total: \$94,600.00

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# **ADDENDUM #3**

**Issue Date:09/07/11**

## **SPECIFICATION NO.11-206**

**FOR**

### **CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION ELEVATOR SERVICE, MAINTENANCE AND TESTING**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Question: Please provide clarification on what is required based on section 15 &17 of the Specifications.

Answer: The requirements listed in the Specifications are meant to be all-inclusive of work to be performed by the Contractor. The Specifications were developed from a US Communities contract and have proven to be beneficial to the City in locations where it has been utilized. Due to the fact that this is an RFP, any additional information on the coverage you are proposing can be attached to the Response Attachment section and will be considered by the Evaluation Committee.

2. A Line Item has been added for the Full Load Test (Every 5 years) if it is required in the time during the contract period.
3. Due to the delay in issuing this addendum the bid has been extended to Monday, September 19, 2011. Any additional questions must be submitted in writing to the Purchasing Office by Wednesday, September 14, 2011 at 12:00pm.

# **ADDENDUM #2**

**Issue Date:08/31/11**

## **SPECIFICATION NO.11-206**

**FOR**

### **CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION ELEVATOR SERVICE, MAINTENANCE AND TESTING**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Revise section 6.4 of the Specifications to read as follows:

Contractors must have at least one (1) full time qualified Elevator Service Technician residing in the City of Lincoln or within 15 miles of the Lincoln City Limits.

2. Revise section 6.4.1 of the Specifications to read as follows:

Contractor will provide a list of all Service Technicians that will service our accounts and the City where they reside. DO NOT INCLUDE THE COMPLETE ADDRESS OF ANY EMPLOYEES ON YOUR RESPONSE.

3. Clarification:

The requirement for a 20 minute response for entrapments at the Lancaster County Jail is valid and will remain a part of these Specifications and an awarded contract. This time requirement is in the best interest and safety of the County and it's employees.

# Annual Requirements Elevator Maintenance, Service & Testing REQUEST FOR PROPOSALS

## 1. GENERAL NOTICE

- 1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission, hereinafter referred to as Owners, are requesting Proposals from qualified firms, here in after referred to as Contractor(s) for providing Elevator Maintenance, Service and Testing at various locations in the City of Lincoln, NE.
- 1.2 The service shall include all labor, supervision, materials, chemicals, set-up and rigging, tools, supplies, permits and licenses required to perform the service.
- 1.3 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
  - 1.3.1 Contractors must meet the requirements for staff being located in the City of Lincoln or within 15 miles of the City Limits.
- 1.4 Initial term of contract shall be for the period of (4) four years from date of execution with the option to renew for (1) one additional (4) four year period.
- 1.5 The Owners will award the contract to one or more contractor/s who are the lowest responsible, responsive bidder/s and whose proposal will be most advantageous to the Owners.
  - 1.5.1 Consideration of additional costs associated with the use of more than one vendor will be taken into consideration in the evaluation for award.
- 1.6 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved, caused by building remodeling, etc.
  - 1.6.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and the Owners.
- 1.7 Several of the locations listed in Attachment A are currently under contract with various service providers.
  - 1.7.1 The Owners are in the process of cancelling all of the current contracts in place and replacing them with a contract derived from this bid process.
  - 1.7.2 Upon termination of the current contracts, the awarded Contractor for this bid will assume all duties as outlined in these specifications at the price proposed.
  - 1.7.3 If locations are under current contract with the company that will be awarded contracts under this bid, the current contract will be terminated and the new contract will take effect immediately.
- 1.8 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.9 Contractor must submit their Proposal AND ALL ATTACHMENTS via the City/County e-bid system.
  - 1.9.1 To submit a Proposal, Contractor must be a registered vendor with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.9.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type e-bid in search box  
click on "supplier registration"  
follow instructions to completion.
- 1.10 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax: (402)441-6513.
  - 1.10.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
  - 1.10.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
  - 1.10.3 Contractors are not allowed to discuss this Proposal with any City, County or Public Building Commission employee or elected official other than the City/County Purchasing Staff through the award process.
    - 1.10.3.1 Failure to follow this requirement may result in immediate disqualification of your Proposal.

- 1.11 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.12 A performance bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the contract.
- 1.13 Due to the various requirements at each building and budget consideration each year, the Owners reserve the right to reduce or add services, service frequency or any other changes deemed necessary to maintain the elevators at a safe and economical level within the parameters of these specifications.
- 1.14 Contractor Staff must wear a company uniform that clearly states the company name and name of individual.
- 1.15 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.16 Contractor Staff who will be providing services at locations such as the County Jail Buildings, Mental Health Center, Youth Service Center and any other building deemed as "secured" shall be subject to a Background Check prior to entering the facility.
- 1.17 Elevator/s that are under warranty will not be included in this contract until the warranty has expired and a contract amendment is executed which will add the elevator/s and amount of service.
- 1.18 The Owners prefer a contract that is firm/fixd for the initial term of the contract (4 years).
  - 1.18.1 At a minimum, prices listed must remain firm for a minimum of 2 years from date of execution.
  - 1.18.1 Contractor must indicate their intent to increase their fees during contract period on their Proposal.

**2. PRE-BID/SITE VISIT**

- 2.1 A mandatory pre-bid meeting for prospective bidders will be held Thursday, September 1 , 2011 beginning at 9:00 a.m. at the City/County Purchasing Office, 440 So. 8<sup>th</sup> Street, Lincoln, Nebraska.
  - 2.1.1 Bidders are required to attend the pre-bid meeting to acquaint themselves with the site conditions.
  - 2.1.2 The meeting will start at the Purchasing office and then proceed to all locations that will be serviced under this contract.
- 2.2 **Failure of Bidder to attend the pre-bid meeting in it's entirety will result in disqualification of bid.**

**3. CONTRACTOR INSURANCE**

- 3.1 The **successful** contractor shall furnish the Owners with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City/County/Public Building Commission Contracts" at time of award.
- 3.2 All certificates of insurance shall be filed with the Owners on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln, Lancaster County and the City of Lincoln/Lancaster County Public Building Commission as "Named Additional Insured" as pertains to these services.
  - 3.2.1 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide City of Lincoln thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

**4. NO USE OF TOBACCO PRODUCTS**

- 4.1 The Owners do not allow smoking or the use of any tobacco products within its facilities and on any property surrounding its facilities.
- 4.2 This ban applies to contractors and sub-contractors and their employees.

**5. NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS**

- 5.1 The use or possession of alcoholic beverages or illicit drugs will not be permitted on the Owners property.
  - 5.1.1 Any Contract Employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
    - 5.1.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

**6. QUALIFICATIONS OF THE BIDDER**

- 6.1 The Owners may investigate as deemed necessary to determine the ability of the bidders to perform the required work, and the bidder shall furnish to the Owners all such information and data for this purpose.
- 6.2 No bidder will be considered who is not at the present time actively engaged in the performance of Elevator Maintenance and Services and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 6.3 Bidder shall provide at least three current references in the City of Lincoln for other customers or firms who have similar needs to the Owners.
  - 6.3.1 References will be checked as well as any City/County/State Department/Agency currently using the Bidder's services.
  - 6.3.2 Information regarding current and past customers and references will be a strong consideration in the award of this contract.
- 6.4 Contractors must have at least (2) two full time Elevator Service Technicians residing permanently in the City of Lincoln or within 15 miles of the City Limits.
  - 6.4.1 Contractor will provide a list of Service Technicians that will service our accounts and where they currently reside.
- 6.5 Contractor must have staff available to respond to emergency service requests.
  - 6.5.1 Contractor must provide the amount of time it will take to respond to an emergency service request in downtown Lincoln in the Attribute section of the bid.
  - 6.5.2 Emergency entrapment service must be performed within 20 minutes at the Lancaster County Correctional Facility and 30 minutes at all other locations.

**7. TERMINATION of CONTRACT**

- 7.1 For Convenience
  - 7.1.1 The Owners may cancel this contract with a thirty (30) day written notice of termination.
- 7.2 For cause:
  - 7.2.1 The City of Lincoln may terminate the Contract with a thirty (30) day written notice if the Contractor:
    - 7.2.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Elevator Maintenance and Service as requested.
    - 7.2.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.

- 7.2.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
- 7.2.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
- 7.2.1.5 Otherwise commits a substantial breach of any provision of the Contract Document.
- 7.2.2 Non-compliance
  - 7.2.2.1 The Owners will evaluate evidence of non-compliance presented by Owners Staff.
    - 7.2.2.1.1 A determination at that time will be made as to whether a Warning Notice (minor offences) or an Infringement Notice (more serious offences) is the most appropriate action.
    - 7.2.2.1.2 A variety of factors are considered for their effect on the Elevator Maintenance and Service contract, including but not limited to:
      - 7.2.2.1.2.1 Failure to report safety issues.
      - 7.2.2.1.2.2 Failure to repair or replace minor parts which would require extensive repairs or replacement of elevator or major parts in the future.
    - 7.2.2.1.3 Warning Notice
      - 7.2.2.1.3.1 A written Warning Notice will outline, the offense observed, the corrective action required and date corrective action must be taken.
      - 7.2.2.1.3.2 Warning Notice must be signed and returned to City of Lincoln Purchasing Agent.
      - 7.2.2.1.3.3 Failure to do so may result in an Infringement Notice.
    - 7.2.2.1.4 Infringement Notice
      - 7.2.2.1.4.1 An Infringement Notice will be issued in writing and will outline, the relevant infringement offense, the corrective action required and date corrective action must be taken and the assessed fee amount.
      - 7.2.2.1.4.2 Assessed fee amount will be \$100.00 per occurrence.
      - 7.2.2.1.4.3 Assessed fee will be deducted from the monthly invoice.
  - 7.2.2.2 While an Infringement Notice may follow from an unresolved Warning Notice, there are no requirements to give a Warning Notice first.

**8. PROVIDED BY THE OWNERS**

- 8.1 There is no reserved parking space available at any of the Owners locations.
  - 8.1.1 Contractor will need to park vehicles on the street or as directed by Staff.
- 8.2 When requested by the Contractor, the Owners will provide drawings and specifications for the elevators as they are available.
  - 8.2.1 The Contractor will keep these documents at the work site at all times.
  - 8.2.2 When the contract expires, or is terminated, these documents must remain at the location.
    - 8.2.2.1 In the event the Contractor removes the plans, documents or instructions from any location, following contract completion or termination, the Contractor will be charged up to \$500.00 for the replacement of such documents for each location.

**9. PROVIDED BY THE VENDOR**

- 9.1 The Contractor will provide all labor, supplies, materials, major and minor repair or replacement parts, tools and equipment which includes diagnostic tools and equipment necessary to perform the work specified in this contract efficiently.
  - 9.1.1 The Contractor shall determine the appropriate stock levels needed in each building.
  - 9.1.2 The Contractor must outline the type of supplies, materials, parts, tools and equipment it will supply at each location as part of this contract.
    - 9.1.2.1 Contractor shall type this information on company letterhead and attach such information to the Supplier Response section of the ebid response.
- 9.2 The Contractor will provide a stock of approved containers for storing used wiping towels in each machine room.
- 9.3 All parts replaced under the provisions of this contract shall be from the original equipment manufacturer, manufactured to OEM specifications, or shall be replacement parts approved and/or recommended by the equipment manufacturer.
- 9.4 Supply the City the MSDS sheet for all chemicals being used to maintain the elevators.
- 9.5 Every six months the Vendor will provide the City Parking Director with an itemized list of supplies used and repairs performed for each elevator in the parking garages.
  - 9.5.1 This list will be made available at all other locations as requested by the department manager.
- 9.6 Contractor shall coordinate their service inspections with the cleaning of windows at the parking garages as requested by the Owners on an as-needed basis.

**10. COMMUNICATION AND SUPERVISION**

- 10.1 The Contractor shall assign a Supervisor or person of authority to coordinate all work performed at the Owners locations.
- 10.2 The Owners shall have a single contact person for all service calls, billing questions or other activities.
- 10.3 At the request of the Owners, reviews and inspections will be made by a Representative of the Contractor, together with a designated Owner representative to determine if services are being performed as required by the established specifications.
- 10.4 The Vendor will report to the Owner faulty or improper conditions, which might need uncovered repairs or other attention.
  - 10.5.1 Such reports shall be in written form and are to be received by the Owners within 24 hours of the time at which they are observed.
  - 10.5.2 UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR COMPLETE WORK THAT IS NOT COVERED UNDER THESE CONTRACT TERMS WITHOUT PROVIDING A COMPLETE ESTIMATE INCLUDING THE FOLLOWING:
    - A. LOCATION OF ELEVATOR AND ELEVATOR NUMBER
    - B. PARTS TO BE REPLACED
    - C. EXACT PRICE FOR PARTS
    - D. EXACT PRICE FOR LABOR
    - E. DATE THAT WORK WILL BE COMPLETED
    - F. SIGNATURE AND DATE OF PERSON PROVIDING QUOTE
    - G. SIGNATURE AND DATE OF OWNER REPRESENTATIVE THAT THEY ACCEPT THE QUOTE AND APPROVE OF REPAIR.
    - H. SIGNATURE AND DATE OF PERSON WHO COMPLETES WORK
    - I. SIGNATURE AND DATE FROM OWNER REPRESENTATIVE ON DATE THAT WORK IS COMPLETE.
  - 10.5.2 Immediate, verbal notification in the form of a telephone call to the Owner's Building Director or Designee is required in all instances in which there is potential for personal injury or damage to the Owners facilities, equipment or materials.

- 10.6 After the contract has been awarded, the Contractor shall direct any questions or complaints to the Owners Building Manager or Designee.

**11. SCHEDULE**

- 11.1 Contractor shall become familiar with the Owners hours of operation and scheduled holiday closings that are made available on the City/County website.
- 11.2 All scheduled service work shall be accomplished during normal working hours 7:00am to 5:00pm Monday thru Friday, unless other mutual satisfactory arrangements have been approved by the Owners.
- 11.2.1 At no time will the Contractor charge overtime and/or holiday rates for scheduled service work without prior approval of the Owner.
- 11.3 The Contractor is not required to provide an on-site elevator mechanic for a specified duty hour at all locations; however, the Vendor shall provide qualified elevator mechanics, work crews, and Supervisory Personnel in such numbers, places, and times as may be required to fully meet the contract.
- 11.3.1 Service Technicians will be required to be available on an on-call basis for various locations and time frames such as 24 hour service at the Correctional Facilities, Nebraska Football games and other Owner activities in the area of downtown for Parking Garages.

**12. SAFETY GUIDELINES**

- 12.1 All safety gear and support equipment shall meet or exceed all required State, Local and OSHA safety regulations and born by the Contractor.

**13. INVOICE/PAYMENT**

- 13.1 Contractor must sign the work ticket at the completion of the service, testing, repair or maintenance operations AND have an Owner Representative sign and date as well.
- 13.1.1 Failure to get an Owner Rep signature and date will result in delay of payment or non-payment to Contractor.
- 13.2 Invoices must be received by the Owner prior to the last day of the month to ensure payment the following month.
- 13.2.1 Payment will not be made until such time as services are actually rendered.

**14. MAINTENANCE COVERAGE - HYDRAULIC ELEVATORS**

- 14.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.
- 14.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:
- 14.2 RELAY LOGIC CONTROL SYSTEM
- 14.2.1 All control system components.
- 14.3 POWER UNIT
- 14.3.1 Pump, motor, valves and all related parts and accessories.
- 14.4 HYDRAULIC SYSTEM ACCESSORIES
- 14.4.1 Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

- 14.5 CAR EQUIPMENT
  - 14.5.1 All elevator control system components on the car.
- 14.6 WIRING
  - 14.6.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 14.7 HOISTWAY AND PIT EQUIPMENT
  - 14.7.1 All elevator control equipment and buffers.
- 14.8 RAILS AND GUIDES
  - 14.8.1 Guide rails, guide shoe gibs, and rollers
- 14.9 DOOR EQUIPMENT
  - 14.9.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 14.10 SIGNALS AND ACCESSORIES
  - 14.10.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment.
  - 14.10.2 Re-lamping of signal fixtures is to be included only during Contractor's systematic examinations.
  - 14.10.3 Service requests related to re-lamping of signal fixtures will be considered billable.

**15. MAINTENANCE COVERAGE - TRACTION ELEVATOR**

- 15.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.
  - 15.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:
- 15.2 RELAY LOGIC CONTROL SYSTEM
  - 15.2.1 All control system components.
- 15.3 WIRING
  - 15.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 15.4 CAR EQUIPMENT
  - 15.4.1 All elevator control system components on the car.
- 15.5 HOISTWAY AND PIT EQUIPMENT
  - 15.5.1 All elevator control equipment, car and counter weight buffers, overs-peed governors, governor tension sheave assemblies, and car and counterweight safeties.
- 15.6 RAILS AND GUIDES
  - 15.6.1 Guide rails, guide shoe gibs and rollers.
- 15.7 HOIST ROPES
  - 15.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
- 15.8 DOOR EQUIPMENT
  - 15.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- 15.9 SIGNALS AND ACCESSORIES

- 15.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 15.9.2 Re-lamping of signal fixtures is included only during Contractor's systematic examinations.
- 15.9.3 Service requests related to re-lamping of signal fixtures will be considered billable.

**16. HOURS OF SERVICE**

- 16.1 All work covered under this agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

**17. SERVICE REQUESTS (CALL BACKS)**

- 17.1 In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
  - 17.1.1 Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond Contractor's Control.
  - 17.1.2 Service request that require more than one technician or more than two hours to complete may be scheduled as a repair during the regular hours of service depending on the extent of repair and not just the opinion of the Contractor.
- 17.2 If Owner should require, at any time, service requests (unless included above) to be made on overtime, Owner will be charged only for the difference between Contractor's regular hourly billing rate and Contractor's overtime billing rate applicable for each overtime hour worked.

**18. TESTS**

- 18.1 HYDRAULIC ELEVATOR
  - 18.1.1 A pressure relief test and a yearly leakage test is included as part of the pricing listed in the Line Items.
- 18.2 TRACTION ELEVATOR
  - 18.2.1 An annual no load test is included as part of the pricing listed in the Line Items.

**19. EXCLUSIONS**

- 19.1 Contractor assumes no responsibility for the following items or services, which are excluded from the Agreement:
- 19.2 GENERAL
  - 19.2.1 Contractor shall not be obligated to:
    - 19.2.1.1 Perform safety tests other than those specified herein.
    - 19.2.1.2 Install new attachments or make equipment changes or adjustments required by new or retroactive code changes.
    - 19.2.1.3 Perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement.

19.2.1.4 Make repairs necessitated by fluctuations in the building AC power systems, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel.

19.2.1.5 Repair or replace parts damaged by negligence caused by Owner, misuse or any other cause beyond its control.

### 19.3 OBSOLESCENCE

19.3.1 Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design.

19.3.1.1 No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price.

19.3.2 Obsolete items and the labor to replace them will be at the Owner's expense.

19.3.3 Any modifications to existing equipment necessary to accommodate replacement components will also be at the Owner's expense.

19.3.4 Contractor will not be required to furnish reconditioned or used parts unless requested by Owner.

19.3.5 Once upgraded by Contractor, obsolete items will be covered under this Agreement.

### 19.4 ELEVATOR

19.4.1 Refinishing, repairing, replacing or cleaning of car enclosure, motor generators and machines, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping.

19.4.2 Contractor shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

## 20. VENDOR CALL CENTER REQUIREMENTS

20.1 Selected Contractor must include the cost of monitoring the call system in each elevator and receive calls on a 24 hour, 7 day basis at a Call Center operated by the Contractor.

20.2 Contractor shall have the capability of dispatching a technician and/or emergency personnel immediately upon receiving a call from the elevator call system.

## 21. OWNER ASSURANCES

21.1 Owner agrees to:

21.1.1 Be solely liable for the proper use of the equipment.

21.1.2 Furnish Contractor with a list of authorized personnel responsible for building operations.

- 21.1.3 Provide Contractor with a complete set of as-built wiring diagrams as they are available.
- 21.1.4 Shut down the equipment and notify Contractor if the equipment is not functioning properly.
- 21.1.5 Notify Contractor of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days).
- 21.1.6 Perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein.
- 21.1.7 Provide a safe workplace for Contractor personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris.
- 21.1.8 Remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations which was not deposited or caused by Contractor.
- 21.1.9 Post any and all instructions and warnings related to the use of the equipment.
- 21.2 To ensure safe and consistent service and operation of the equipment, the Owner shall not permit anyone other than the Contractor to perform work covered under this Agreement.
- 21.3 Contractor shall be allowed to provide a price and negotiate for all work outside this Agreement.
  - 21.3.1 If the Contractor is not selected to perform said work, the Contractor reserves the right to inspect the work at the Owner's cost and exclude such work from the service Agreement.
  - 21.3.2 Price may also be adjusted if the equipment is modified.

**22. NON-CONTRACTOR EQUIPMENT**

- 22.1 The Owner agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by the Contractor.
  - 22.1.1 The Contractor agrees to reimburse the Owner for the cost of all parts acquired at the Contractor's request.
- 22.2 The Owner authorizes the Contractor to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip.
  - 22.3.1 These will be stored on the building premises and the Owner retains possession.
- 22.3 Owner agrees that the Contractor will not be responsible for any delays, damage, cost or claims associated with the failure to provide such diagnostic tools in a timely manner.
- 22.4 The Contractor agrees to maintain the existing performance as designed and installed.
  - 22.4.1 The Contractor shall not be required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

**23. STANDARD (EXAM & LUBE COVERAGE) - HYDRAULIC ELEVATORS**

- 23.1 PERFORMANCE
  - 23.1.1 Contractor will provide the labor to systematically examine and/or lubricate the equipment outlined below.
  - 23.1.2 All lubricants, greases, and wiping cloths will be provided.

23.1.3 Should the Contractor examination uncover items, which, in the Contractor's judgment, require replacement and/or repair, a separate proposal may be prepared for the Owner's authorization.

23.1.3.1 However, no guarantee is made that any or all items have been or will be found.

23.2 HYDRAULIC ELEVATORS

23.2.1 RELAY LOGIC CONTROL SYSTEM

23.2.1.1 All control system components.

23.2.2 POWER UNIT

23.2.2.1 Valves, pump, motor, and all related parts and accessories.

23.2.3 HYDRAULIC SYSTEM ACCESSORIES

23.2.3.1 Exposed piping, fittings, and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

23.2.4 CAR EQUIPMENT

23.2.4.1 All elevator control system components on the car.

23.2.5 WIRING

23.2.5.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

23.2.6 HOISTWAY AND PIT EQUIPMENT

23.2.6.1 All elevator control equipment and buffers.

23.2.7 RAILS AND GUIDES

23.2.7.1 Guide rails, guide shoe gibs, and rollers.

23.2.8 DOOR EQUIPMENT

23.2.8.1 Automatic door operators, hoistway and car door hangers, hoistway and door contacts, door protective devices, hoistway door interlocks, door gibs, , and auxiliary door closing devices.

23.2.9 SIGNALS AND ACCESSORIES

23.2.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

23.2.10 LUBRICANTS

23.2.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.

24. STANDARD (EXAM & LUBE COVERAGE) - TRACTION ELEVATORS

24.1 RELAY LOGIC CONTROL SYSTEM

24.1.1 All control system components.

24.1.2 Contractor First Service technicians will be equipped with necessary solid state field diagnostic and service tools.

24.2 GEARED/GEARLESS MACHINES

24.2.1 All geared and gearless machine components

24.3 WIRING

24.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

- 24.4 CAR EQUIPMENT
  - 24.4.1 All elevator control system components on the car.
- 24.5 HOISTWAY AND PIT EQUIPMENT
  - 24.5.1 All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.
- 24.6 RAILS AND GUIDES
  - 24.6.1 Guide rails, guide shoe gibs and rollers.
- 24.7 HOIST ROPES
  - 24.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
- 24.8 DOOR EQUIPMENT
  - 24.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 24.9 SIGNALS AND ACCESSORIES
  - 24.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 24.10 LUBRICANTS
  - 24.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.

**25. EXAM FREQUENCY**

- 25.1 4, 6, or 12 examinations per contract year are covered in this agreement.
  - 25.1.1 See Attachment A and Line Items for requested service terms and basis of pricing.

**26. TESTS**

- 26.1 Contractor will perform tests on the following equipment:
  - 26.1.1 HYDRAULIC ELEVATOR
    - 26.1.1.1 A pressure relief test and a yearly leakage test.
  - 26.1.2 TRACTION ELEVATOR
    - 26.1.1.2 An annual no load test.
- 26.2 Contractor is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from these test(s).

**27. EXCLUSIONS**

- 27.1 This agreement does not include hydraulic fluids
- 27.2 No labor, parts, or supplies, except those specified herein, will be furnished under this agreement.
- 27.3 Contractor shall not be obligated to:
  - 27.3.1 Perform safety tests other than those specified herein.
  - 27.3.2 Install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

**28. REMOTE MONITORING**

28.1 If the unit is equipped with remote monitoring capabilities, the Contractor reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of the equipment.

**29. EVALUATION CRITERIA**

29.1 Evaluation of bids will consist of the following:

29.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.

29.1.2 Ability to provide service as required in this Specification.

29.1.3 Minimum number of Service Technicians as required and listed in these Specifications.

29.1.4 Deviations from these Specifications.

29.1.5 Price discounts or "Value-Added" services that will be of a benefit to the Owners.

29.1.6 References

29.1.7 Previous performance at locations operated by Owners.

**30. KEY DATES**

30.1 8/24/11 & 8/31/11 - 8/24/11 RFP Released in Ebid System & Advertise in Journal Star

30.2 9/1/11 - Mandatory Prebid Meeting

30.3 9/14/11 - Proposal Closes

30.4 9/15/11 -9/21/11 - Evaluation Committee meets and scores proposals received

30.5 Week of 9/26/11 - Schedule interviews if necessary

30.6 10/1/11 - 10/31/11 - Contract signature process by Vendor and Owners

30.7 11/1/11 - Contract Term Begins

## ATTACHMENT A

CITY OF LINCOLN ELEVATORS					
State #	Manufacturer	Building Name	Building Address	Unit Name	Type
7075	Kone	Hall of Justice	575 S. 10TH St.	Southeast #1	T
7076	Kone	Hall of Justice	575 S. 10TH St.	Southwest #2	T
7073	Kone	Hall of Justice	575 S. 10TH St.	Northwest #3	T
7074	Kone	Hall of Justice	575 S. 10TH St.	Northeast #4	T
7071	Kone	Hall of Justice	575 S. 10TH St.	West #5	T
7072	Kone	Hall of Justice	575 S. 10TH St.	Jail #6	T
8798	Kone	County City Bldg	555 S. 10TH St.	East #1	H
8799	Kone	County City Bldg	555 S. 10TH St.	Middle #2	H
6299	Cetek	County City Bldg	555 S. 10TH St.	West #3	H
8742	Kone	County City Bldg	555 S. 10TH St.	Service #4	H
8352	Dover	Lancaster County Jail	605 S. 10TH St.	#1 Service	H
8372	Dover	Lancaster County Jail	605 S. 10TH St.	#2 Public	H
8373	Dover	Lancaster County Jail	605 S. 10TH St.	#3 North	H
8374	Dover	Lancaster County Jail	605 S. 10TH St.	#4 Booking	H
9148	Schindler	North Parking Garage	435 S. 10TH St.	Garage #1	H
5620	Thyssen	Lincoln Police Department	4843 Huntington Ave.	Passenger #1	H
7738	Dover	233 Building	233 S. 10TH St.	Passenger	H
2783	Otis	233 Building	233 S. 10TH St.	Freight	T
None	Otis	Old City Hall	920 O St.	Passenger	T
4305	Otis	K Street Records	440 S. 8TH St.	South #2	T
8691	Kone	K Street Records	440 S. 8TH St.	North #1	T
7751	Dover	Courthouse Plaza	633 S. 9TH St.	Passenger	H
7898	Dover	Trabert Hall	2202 S. 11TH St.	Passenger	H
8293	Dover	Downtown Senior Ctr.	1005 O St.	West #1	H
8772	Dover	Downtown Senior Ctr.	1005 O St.	East #2	H
8680	Dover	Lancaster Mental Health	2200 ST. Mary's Ave.	Passenger #1	T
7370	Dover	Lancaster Mental Health	2200 ST. Mary's Ave.	Passenger #2	H
5408	Thyssen	Lancaster Health	3140 N St.	Passenger #1	H
5409	Thyssen	Lancaster Health	3140 N St.	Passenger #2	H
8243	Dover	Experian	901 W. Bond St.	North #1	H
8244	Dover	Experian	901 W. Bond St.	South #2	H
8460	Dover	Experian	949 W. Bond St.	East #3	H
1762	Thyssen	F Street Community Center	1225 F St.	Passenger #1	H
8011	Dover	Willard Community Center	1245 S. Folsom	Passenger #1	H
8063	Thyssen	Cornhusker Square Parking Garage	1220 L St.	Passenger	H
7745	Westinghouse	Centerpark Parking Garage	1120 N St.	East #1	T
7744	Westinghouse	Centerpark Parking Garage	1120 N St.	Middle #2	T
7743	Westinghouse	Centerpark Parking Garage	1120 N St.	West #3	T
8330	Dover	University Square Parking	101 N. 14TH St.	East #1	T
8329	Dover	University Square Parking	101 N. 14TH St.	West #2	T
1795	Thyssen	University Square Parking	101 N. 14TH St.	South #3	H
2273	Kone	Haymarket Parking Garage	840 Q St.	North #1	H
2272	Kone	Haymarket Parking Garage	840 Q St.	South #2	H
8595	Kone	Que Place Parking Garage	1111 Q St.	East #1	T
8576	Kone	Que Place Parking Garage	1111 Q St.	West #2	T
8691	Kone	Carriage House Parking Garage	1128 L St.	North #1	T
8590	Kone	Carriage House Parking Garage	1128 L St.	South #2	T
9053	Kone	Market Place Parking Garage	947 Q St.	North #1	T
9052	Kone	Market Place Parking Garage	947 Q St.	South #2	T
4287	Rotary	Pershing Auditorium	226 Centennial Mall S.	Passenger	H
7672	Kone	Bennett Martin Library	136 S. 14TH St.	#1 Passenger	H
7681	Dover	Bennett Martin Library	136 S. 14TH St.	#2 Passenger	T
7772	Esco	Bennett Martin Library	136 S. 14TH St.	#3 Passenger	H
7858	Esco	Bennett Martin Library	136 S. 14TH St.	#4 Dumbwaiter	O
7875	Otis	Northeast Wastewater Facility	7000 N. 70TH St.	Passenger	H
8416	Kone	Theresa Street Wastewater Facility	2400 Theresa St.	Tank Elevator	T
1763	Thyssen	Theresa Street Wastewater Facility	2400 Theresa St.	Control Room	H
7414	Dover	Theresa Street Wastewater Facility	2400 Theresa St.	Residual Bldg	T
8577	Kone	Lincoln Water Treatment Facility	Highway 6	Freight	H