

A-86912

12R-149  
PH 7/16/12

**CONTRACT DOCUMENTS  
STARTRAN**

***City of Lincoln  
Nebraska***

**Elevator Maintenance, Service and  
Testing - StarTran  
Bid No. 3981**

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

**City of Lincoln, Nebraska  
StarTran  
Contract Agreement**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Eletech, Inc., 8810 Blondo Street, Omaha, NE 68134** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has 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:

**Elevator Maintenance, Service and Testing - StarTran, Bid No. 3981**

and,

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

WHEREAS, the City, 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 Response, 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 City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction 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, construct, and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The City agrees 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 City:

**The City will pay for products/services, 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 quarterly basis.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE
- a) The City may terminate the Contract if the Contractor:
    - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
    - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
    - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
    - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
  - b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
    - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
    - 2. Accept assignment of subcontracts; and
    - 3. Finish the Work by whatever reasonable method the City may deem expedient.
  - c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
  - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
  - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.
  - f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

6b. TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
  - 1. Discontinue the Work to the extent specified by the City;
  - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
  - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
  - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
  - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
  - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
  - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
  - 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's 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.

8. This Contract shall be effective June 9, 2012. The term of the Contract shall be a four (4) year period running through June 8, 2016 with the option to renew for one (1) additional four (4) year period upon mutual agreement by all parties.

9. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreements
  2. Accepted Proposal
  3. Addendum No. 1
  4. Specifications
  5. Federal Documentation
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Employee Classification Act, Executive Order 83319
  9. Employee Classification Act Affidavit
  10. Bonds
  11. Sales Tax Exemption Form 17
  12. Notice to Bidders

\* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

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 City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

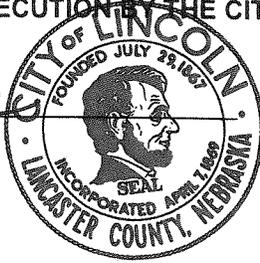
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

*Jan E. Rose*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by:

Resolution No.

A-86912

Dated JUL 16 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

*[Signature]*

(SEAL)

ELETECH INC.

Name of Corporation

Address

By:

Duly Authorized Official

Legal Title of Official

8810 BLUNDO OMAHA NE. 68134  
*[Signature]*  
PRESIDENT

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Deb Winkler Systems Administrator	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	dwinkler@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent Purchasing	Contact	
Phone	1 (402) 441-7410	Department		Department	Building
Fax	1 (402) 441-6513	Building		Floor/Room	Telephone
Bid Number	3981 Addendum 1	Floor/Room	Suite 200	Fax	
Title	Elevator Maintenance, Service and Testing - StarTran	Telephone	1 (402) 441-8309	Email	
Bid Type	Quote	Fax	1 (402) 441-6513		
Issue Date	04/19/2012	Email	rwalla@lincoln.ne.gov		
Close Date	5/2/2012 2:00:00 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 5/2/2012 1:39:54 PM CST  
 Total \$4,640.00

Signature \_\_\_\_\_

## Supplier Notes

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## Bid Notes

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## Bid Activities

Date	Name	Description
4/25/2012 9:00:00 AM	Prebid Meeting - 710 J Street, Lincoln NE	Vendors are encouraged to attend a prebid meeting on this date to view the elevator which will be serviced.

## Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Contact	Name of person submitting this bid:	Mike Cimino
4	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
7	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract with the option for (1) one additional (4) four year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation  YES or NO  (c) If (b), state period for which prices will remain firm: through _____	Bid Price is firm for the first four year term.
8	Tax Exempt Certification Forms	Materials being purchased in this bid 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Small Business Participation	The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)  1) Are you a Small Business according to the NAICS size guidelines? YES or NO? If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?  2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO If YES, name the Sub-Contractors in the space provided.  3) If you are not a Small Business, are you willing to	We are a small business as outlined in the NAICS guidelines.We will not be using sub-contractors.

provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO<br> If NO, why?

- |    |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                          |
|----|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 10 | Assignability Conditions                   | I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.                                                                                                                                                                                                                                                                                                                                                                                                 | Yes                                                      |
| 11 | DBE Information                            | <p>The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.&lt;br&gt;</p> <p>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?&lt;br&gt; If YES, name the state or entity.&lt;br&gt;</p> <p>What is the age of your business?&lt;br&gt; <i>Est. 1991</i></p> <p>What are the annual gross receipts of your business - List One:&lt;br&gt; \$0 - \$500,000.00&lt;br&gt; \$500,000.00 - \$1 Million&lt;br&gt; <del>\$1 Million - \$5 Million</del>&lt;br&gt; Over \$5 Million&lt;br&gt; <i>X</i></p> | We are not a DBE contractor.                             |
| 12 | Sample Contract                            | I acknowledge reading and understanding the sample contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes                                                      |
| 13 | Renewal is an Option                       | Contract Extension Renewal is an option.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                                                      |
| 14 | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes                                                      |
| 15 | Emergency Response - Normal Business Hours | How many minutes will it take for your staff to respond to an emergency request at this location during normal business hours?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 30 minutes or less.                                      |
| 16 | Contractor Contact Person                  | Who will department report their service issues to in your company?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Leanne Reigal                                            |
| 17 | Hourly Service Rate                        | List the hourly rate for service that is covered under the monthly price listed in the Line Items and will be charged for additional work as needed. Price must include all direct and indirect expenses related to the completion of the contract requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 115.00 dollars per man hour during normal working hours. |
| 18 | Employee Class Act EO                      | I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes                                                      |
| 19 | 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                                                      |
| 20 | 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. <br>Reason: Attached Addendum No. 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes                                                      |

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## Line Items

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#	Qty	UOM	Description	Response
1	16	Inspections	Quarterly Elevator Maintenance Fee   Includes all labor, materials and overhead.  4 Scheduled Inspections/Year - 4 Year contract	\$290.00

Item Notes: Dover Elevator - State #07920<br>  
Price includes any testing required other than 5 year load test.<br>

Supplier Notes:

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Response Total: \$4,640.00

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# Annual Requirements Elevator Maintenance, Service & Testing STARTRAN

## 1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified firms, here in after referred to as Contractor(s) for providing Elevator Maintenance, Service and Testing at the StarTran Office located at 710 J Street, 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.
- 1.4 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.
  - 1.4.1 The contract will commence 30 days from date of award notification.
- 1.5 The Owners will award the contract to one contractor who is the lowest, responsible, responsive bidder and whose bid will be most advantageous to the Owners.
- 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 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.8 Contractor must submit their bid and all attachments via the City/County e-bid system.
  - 1.8.1 To submit a bid, Contractor must be a registered vendor with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.8.2 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.
- 1.9 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.
  - 1.9.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
  - 1.9.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
  - 1.9.3 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.
    - 1.9.3.1 Failure to follow this requirement may result in immediate disqualification of your Proposal.
- 1.10 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.11 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.
- 1.12 Due to the various requirements 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.
  - 1.12.1 Any changes must be made using a contract amendment, signed by both parties with all FTA requirements followed throughout the process.
- 1.13 Contractor Staff must wear a company uniform that clearly states the company name and name of individual.
- 1.14 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.15 The City receives funding from the Federal Government for the operation of their program.
  - 1.15.1 Vendors must read, acknowledge and follow the requirements of the Federal

- guidelines attached to the bid.
- 1.15.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
  - 1.16 The Owners prefer a contract that is firm/fixed for the initial term of the contract (4 years).
    - 1.16.1 At a minimum, prices listed must remain firm for a minimum of 2 years from date of execution.
    - 1.16.1 Contractor must indicate their intent to increase their fees during contract period.

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

- 2.1 A pre-bid meeting for prospective bidders will be held Wednesday, April 25, 2012 beginning at 9:00 a.m. at the StarTran Office, 710 J Street, Lincoln, Nebraska.
  - 2.1.1 Bidders are encouraged to attend the pre-bid meeting to acquaint themselves with the site conditions.
  - 2.1.2 No other date or time will be available for site visit.

**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 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 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 it's facilities and on any property surrounding it's 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.
  - 6.3.2 Information regarding current and past customers and references will be a consideration in the award of this contract.
- 6.4 Contractors must have at least (1) one full time Elevator Service Technician 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.
- 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 the Attribute section of the bid.
  - 6.5.2 Emergency entrapment service must be performed within 30 minutes.

**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 the Owners location.
  - 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 elevator 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.

**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.
  - 9.3.1 **Vendor is prohibited from charging a percentage over cost for materials.**
  - 9.3.2 Any profit or overhead cost must be included in cost of service.
- 9.4 Supply the City the MSDS sheet for all chemicals being used to maintain the elevators.

**10. COMMUNICATION AND SUPERVISION**

- 10.1 The Contractor shall assign a Supervisor or person of authority to coordinate all work performed at the Owners location.
- 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.
  - 10.4.1 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.
  - 10.4.2 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.
  - 10.4.2 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.
- 10.5 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; however, the Vendor shall provide qualified elevator mechanics, work crews, and Supervisory Personnel as may be required to fully meet the contract.

**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 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
    - 23.2.1.2 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 doors.
- 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 Four (4) examinations per contract year are covered in this agreement.

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.