



Barbara Jo Crea, Director
Gary Quinn, Deputy Director
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John P. Kelly, Commissioner
Frank Sadeghi, Commissioner

Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754

BID

SERVICING OF ELEVATORS AND WHEELCHAIR LIFTS

2024

ADVERTISEMENT DATE: May 15, 2024
OPENING: June 4, 2024, 11:00 am

Bid Category: 22- Public Works, Park Equipment and Construction Services

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **SERVICING OF ELEVATORS AND WHEELCHAIR LIFTS** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, June 4, 2024 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

BARBARA JO CREA, Director

JENNIFER L. BOWENS, Purchasing Agent

Contact Information and Project Timeline

Summary

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the goods or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Jessica Hannold

Buyer

101 Hooper Ave.

Room 224

Toms River, NJ 08753

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2103](tel:(732)929-2103)

Department:

Buildings and Grounds

Timeline

Advertising Date	May 15, 2024
Bid Opening Date	June 4, 2024, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Important Instructions for Electronic Submittal

Instructions for Electronic Bid Submission

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

Instructions to Bidders

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, June 4, 2024.

Electronic Bid Submissions

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

Deadline Instructions

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

Completion of all Documents

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bidder Default

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Specifications

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

Payment

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

Equivalent Product

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

Quantities

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

Delivery of Goods and Services

Delivery of items shall only be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

Special Surety Bid Requirements for Certain Construction Projects

The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC)

pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Proof of Insurance

Copies of each insurance certificate shall be furnished to the County when requested.

Open Public Records Act (OPRA)

**** ATTENTION****

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

County Cooperative Contract Purchasing System

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

Award Method

Contract will be awarded on a lump sum basis.

Vendor Questionnaire

County Cooperative Contract Purchasing System*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

☐ Yes

☐ No

*Response required

BID DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS **MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Copy of Bidder's Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

☐ Yes

☐ No

*Response required

Public Works Registration Certificate*

All workers performing public works activities for subcontractors awarded contracts by an energy services company pursuant to this section shall be paid prevailing wages in accordance with the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11-56.25 et seq.). All subcontractors shall comply with the provisions of "The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48 et seq.). Only firms appropriately classified as contractors by the Division of Property Management and Construction shall be eligible to be awarded a contract as a subcontractor of an energy services company under this section for performing public works activities pursuant to regulations adopted by the Division of Property Management and Construction.

Bidder shall provide with their bid a copy of the Public Works Registration Certificate for all Public Works Bids.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

*Response required

Certificate of Insurance

Please upload your company's certificate of insurance.

CERTIFICATION OF NON-DEBARMENT FOR PUBLIC WORKS CONTRACTS*

Before a contracting agency can award a contract for public work as defined in P.L. 2019, c.406, the contractor must provide a written certification to the contracting unit that neither the contractor nor the contractor's affiliates are debarred by the federal government from contracting with a federal agency.

The term "affiliate" means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. The law considers an entity to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership.

Please complete the Certification of Non-Debarment form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Contractor's Data Sheet*

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

Please download the below documents, complete, and upload.

- [CONTRACTORS DATA SHEET and ...](#)

*Response required

Competence of Bidder - Performance*

Bidder MUST submit all documents listed in Scope of Work, Page 2. Failure to comply may cause rejection of your bid.

*Response required

Telephone Number for 24/7 Service*

Enter a telephone number where contractor can be reached twenty-four (24) hours a day, seven (7) days per week, including holidays.

*Response required

Have you conducted an inspection of all equipment?*

☐ Yes

☐ No

*Response required

As the successful bidder, do you intend to supply the required service reports?*

☐ Yes

☐ No

*Response required

As the successful bidder, do you intend to supply the required preventative maintenance?*

☐ Yes

☐ No

*Response required

ADDITIONAL VENDOR DOCUMENTATION

Please submit any additional information you wish to be considered as part of your bid package.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Acknowledgement of Submission of Forms from Current Bid Package*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

☐ Please confirm

*Response required

Submission of Bid Package*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm

*Response required

Mandatory Equal Employment Opportunity

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Intent

CONTRACT TERMS

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15. The County reserves the right to extend the contract for one (1) additional year by mutual agreement between the County and the Contractor with no increase in base price.

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

NO ASSIGNMENT

This agreement shall not be assigned without the written consent of the County of Ocean which consent shall not be unreasonably withheld. Assignee shall promptly prepare and complete such documents as the County shall require.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

BID REVIEW

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

CURRENT BID RESULTS

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

Specifications and Scope of Work

SCOPE OF WORK

See "Attachments", "Project Documents" for detailed specifications.

Pricing Proposal

SERVICING OF ELEVATORS AND WHEELCHAIR LIFTS

Line Item	Description	Est. 1 Yr. Qty.	Unit of Meas.	Unit Cost	Total Cost	Comments
SECTION I - LIBRARY SYSTEM - ELEVATOR MAINTENANCE - ALL INCLUSIVE COST PER MONTH						
1	Otis Hydraulic (3 Units x 12 Months)	36	MO			
2	Schindler Hydraulic (2 Units x 12 Months)	24	MO			
3	Westinghouse Oil Hydraulic (1 Unit x 12 Months)	12	MO			
LABOR RATES - Not Covered Under Maintenance Agreement:						
4	Mechanic Rate, Reg. Hours	50	HR			
5	Mechanic Rate, O.T. Hours	25	HR			
6	Helper Rate, Reg. Hours	20	HR			
7	Helper Rate, O.T. Hours	15	HR			
MATERIALS/PARTS - Not Covered Under Maintenance Agreement:						
8	Calculate percentage of mark-up charges on Parts/Materials by multiplying \$10,000.00 by your standard mark-up (SHOW MARKUP IN COMMENTS) Materials/Parts plus mark-up % (\$10,000.00 x _____%) + \$10,000.00 = ENTER CALCULATED TOTAL IN THE UNIT COST COLUMN	1	LS			
SECTION II - BUILDINGS & GROUNDS DEPARTMENT - ELEVATOR MAINTENANCE - ALL INCLUSIVE COST PER MONTH						
9	Austin Hydraulic (1 unit x 12 months)	12	MO			
10	Canton Tradesman Hydraulic (1 Unit x 12 Months)	12	MO			
11	CEMCO Hydraulic (1 Unit x 12 Months)	12	MO			
12	Custom Traction (3 Units X 12 Months)	36	MO			
13	Dover Oil Hydraulic (7 Units x 12 Months)	84	MO			
14	Dover Traction (3 Units x 12 Months)	36	MO			
15	Galespie (1 Unit x 12 Months)	12	MO			
16	Garaventa Wheelchair Lift (7 Units x 12 Months)	84	MO			
17	Savaria - Delta Wheelchair Lifts (2 Units X 12 Months)	24	MO			
18	Haughton Oil Hydraulic (1 Unit x 12 Months)	12	MO			

Line Item	Description	Est. 1 Yr. Qty.	Unit of Meas.	Unit Cost	Total Cost	Comments
19	Haughton Traction (2 Units x 12 Months)	24	MO			
20	Kone Traction (3 Units x 12 Months)	36	MO			
21	OTB LRV Hydraulic (1 Unit x 12 Months)	12	MO			
22	Otis Hydraulic (11 Units x 12 Months)	132	MO			
23	P-Flow Industries (1 Unit x 12 Months)	12	MO			
24	Schindler Hydraulic (2 Unit x 12 Months)	24	MO			
25	Security (1 Unit x 12 Months)	12	MO			
26	Thyssen Krupp Hydraulic (2 Units x 12 Months)	24	MO			
27	Thyssen Krupp Traction (1 Unit X 12 Months)	12	HR			
LABOR RATES - Not Covered Under Maintenance Agreement:						
28	Mechanic Rate, Reg. Hours	400	HR			
29	Mechanic Rate, O.T. Hours	50	HR			
30	Helper Rate, Reg. Hours	75	HR			
31	Helper Rate, O.T. Hours	20	HR			
MATERIALS/PARTS - Not Covered Under Maintenance Agreement:						
32	Calculate percentage of mark-up charge on Parts/Materials by multiplying \$50,000.00 by your standard mark-up (SHOW MARKUP IN COMMENTS) Materials/Parts plus mark-up % (\$50,000.00 x _____%) + \$50,000.00 = ENTER CALCULATED TOTAL IN THE UNIT COST COLUMN	1	LS			
33	5-Year Full Load Test per each Traction Elevator (if required)	5	EA			
SECTION III - PARKS DEPARTMENT - ELEVATOR MAINTENANCE - ALL INCLUSIVE COST PER MONTH						
34	National Wheel-O-Vator (1 Unit x 12 Months)	12	MO			
35	Schindler Hydraulic 330A (1 Unit x 12 Months)	12	MO			
LABOR RATES - Not Covered Under Maintenance Agreement:						
36	Mechanic Rate, Reg. Hours	24	HR			
37	Mechanic Rate, O.T. Hours	12	HR			
38	Helper Rate, Reg. Hours	12	HR			

ACCESS TO COUNTY LOCATIONS

Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County building.

All personnel or agents of the contractor must observe all rules and regulations in effect at the buildings.

Employees or agents of the contractor, while on County property, shall be subject to the control of the County, but under no circumstances shall persons be deemed to be employees or agents of the County.

COORDINATION

This bid is for servicing of elevator systems at buildings operated by the Buildings & Grounds Department, Library System and Parks Department. The contractor shall coordinate his work with the following contact persons, hereafter referred to as Departmental Contacts:

1. Buildings & Grounds Department: 239 Washington St. @ 5 Mott Place, Toms River NJ, 08753; phone (732) 929-2039.
2. Library System: 101 Washington Street, Toms River, NJ 08753; phone (732) 349-6200.
3. Parks Department: 1198 Bandon Road, Toms River, NJ 08753; phone (732) 506-9090, Ext 5949.

All information and deliverables (reports, notices, work tickets, invoices etc.) due the County per the contract shall be directed to the appropriate Departmental Contacts.

REFERENCE TO ELEVATOR SYSTEMS

Reference to the term Elevator System(s) shall be understood to mean the herein listed elevators and wheelchair lifts.

INSPECTION OF EQUIPMENT

All bidders are invited to visit the subject buildings and inspect all the equipment to be serviced. Such an inspection visit may be coordinated through the Buildings & Grounds Department: Joseph J. Meyers, Superintendent or designee, (732) 929-2039; Library System: Joe Cahill, Maintenance Supervisor, (732) 349-6200 or Parks Department: Mary Jane Bavais, Director, (732) 506-9090, Ext. 5949.

REFERENCE STANDARDS

The following publication of the latest issue in effect on the date of the invitation to bid shall form a part of this specification.

- ASME A17.1 & A17.2, Safety Code for Elevators and Escalators.
- American Standards Association/ American National Standards Institute.
- American Standard Safety practices for the inspection of elevators.
- All work shall be in accordance with applicable Federal, State and Local codes.

All service, repair work and testing shall be performed in compliance with the State of New Jersey Uniform Construction Code 5:23, and all referenced codes and subcodes applicable during the term of this contract.

COMPETENCE OF BIDDERS/ PERFORMANCE

Bidders MUST submit the following with their bid package. Failure to comply may disqualify the bidder and the bid may not be accepted.

1. Furnish a list of names, addresses, and contact information of governmental maintenance contracts that you held within the last five (5) years for a contract period of not less than three (3) years at each location. Describe the quantity, manufacturer and type of equipment you are servicing and repairing.
2. Mechanics shall have a minimum of three (3) years' experience at journeyman level. All mechanics performing work under this contract shall have the same qualifications, training and education as would a member of the International Union of Elevator Constructors (Local No.5) but need not be members of that union. Provide mechanic certificates from National Elevator Industry Education Program, or equivalent, indicating classes attended, classification level attained and the passage of exam.
3. Submit training evidence of ALL mechanics in repair and maintenance of elevators: Submit training certificates and/or union cards showing classification and date attained. And submit all mechanic resumes listing National Elevator Industry Education Program or equivalent courses per year and classification level attained.
4. Provide evidence of/description of training in the installation and maintenance of Garaventa Stair-Lift equipment. Additionally, submit statement of access to genuine Garaventa replacement parts.
5. Provide evidence of/description of each mechanic's training in the installation and maintenance of KONE elevators.
6. Provide organizational chart of the firm's staff including management and assigned technicians. Include job titles, cell phone numbers of 24 hour service personnel.
7. County does not require contractor be a union shop only compliance with State prevailing wage laws. However, if bidder is union affiliated they must provide union letter of bidder's membership, written by union business manager citing their name and phone number.
8. Bidder shall be in elevator repair and maintenance business for no less than five (5) years. Submit copy of business incorporation documentation.

Telephone Service: The contractor shall maintain a continuous telephone service where he can be reached twenty-four (24) hours, seven (7) days a week, including holidays.

HOURLY LABOR RATE

All labor hours shown in the price proposal page are for bid purposes only.

We have attempted to accurately reflect a true picture of the approximate amount of labor hours that the County anticipates. The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

The labor charge should include all travel time. No additional travel time will be honored. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates begin with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval.

QUOTES

The term quote, proposal, estimate are used interchangeably and shall mean the same. The County does not pay for quotes. The County does not pay fixed fees and will pay only for the actual number of hours authorized and worked.

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost and mark up, at applicable contract rates.

INVOICING

An invoice will be generated after each service activity has been performed. Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials. An invoice will be generated after work has been performed and submitted within two (2) weeks.

All invoices must reference the work order number and each invoice shall reference the corresponding purchase order number for each separate line item amount billed. Contractor must invoice for all personnel performing work even if contractor's pricing is zero dollars.

All invoices must include the building number or physical address where the work was performed.

Each invoice shall have attached service tickets with dates and times (in/out) of work referencing all service activity per work order.

EXCESSIVE EQUIPMENT MALFUNCTIONS

In the event that the elevator systems maintained under this contract malfunction more than one (1) time per week during a 30 day period, the County shall issue written notice to the contractor to resolve all malfunctions within ten (10) calendar days. Should the contractor not resolve the malfunctions in the given time period, the County may obtain the services of another contractor or entity to resolve the malfunctions. If so, the contractor shall be responsible for such additional fees and the County may either be reimbursed by the contractor, or withhold said fees from the next monthly invoice, or by measures so authorized by the County.

MATERIALS

The Buildings & Grounds Department estimates spending throughout the contract term \$50,000 for parts and materials for work not covered under the maintenance agreement.

The Library estimates spending throughout the contract term \$10,000 for parts and materials for work not covered under the maintenance agreement.

The Parks Department estimates spending throughout the contract term \$5,000 for parts and materials for work not covered under the maintenance agreement. All Parks work is on an On-Call Basis.

The County does not guarantee any minimum dollar amount and will only pay for the actual work authorized and completed.

Materials / Parts Prices: All materials shall be invoiced at actual net cost plus a percentage (%) markup. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the County.

Any repair with an associated down time of more than twenty-four (24) hours shall require the contractor to submit to the Department Contacts, proof of parts order and overnight shipment (order receipt and overnight company acknowledgement receipt and invoice).

PARTS AND SUPPLIES

The contractor shall have available locally at all times for immediate delivery and installation, an adequate stock of replacement parts to minimize downtime from normal wearing parts. Genuine O.E.M. replacement parts shall be used, or equal.

The contractor shall supply special tools as needed to diagnose and make repairs in accord with all time parameters specified in this contract.

All lubricants, cleaning materials, paint, cotton waste, etc. shall be supplied by the contractor. All lubricants shall be proper type and grade as specified by the manufacturer of the equipment.

Replacement parts for all elevator systems shall be available with twenty-four (24) hours from contractor's facility or supplier to conform with the no greater than twenty-four (24) hours down time requirement of the contract.

The following major parts, for each type of elevator system, are also to conform with the no greater than twenty-four (24) hour down time requirement of the contract:

1. Rotating elements for each type and size generator.
2. Stator complete with windings for all AC motors.
3. Door operator motors and gear reduction units.
4. Transformers and rectifiers for each type and size used.
5. Brake magnets, cores, coils and related items for the repair of the brake.
6. Hydraulic Packing.
7. Electronic controls, boards and computerized equipment.

Overnight Fees: It shall be the responsibility of the Contractor to pay expediting fees and/or overnight fees to expedite shipment of any repair or replacement parts when:

1. Parts are back ordered or normal shipping exceeds twenty-four (24) hours as per Emergency Callback Service paragraph.
2. Any one elevator is out of service for more than twenty-four (24) hours in the Justice Complex.

The County and the Library System reserve the right to reimburse the contractor for overnight shipping fees incurred in obtaining parts if such overnight shipment has been approved by the proper departmental contact.

The contractor shall submit with invoice documentation of overnight shipment, showing contractor's fee paid, date and time of order, and date and time of delivery.

ELEVATOR LOCATIONS

The County reserves the right to delete or add additional units as needed, at contract bid prices.

The elevators to be serviced are located as follows:

Library System

- (1) Otis Hydraulic – Ocean County Library, Brick Branch, Bldg. #72, 301 Chambersbridge Rd., Brick
- (1) Otis Hydraulic – Ocean County Library, Stafford Branch, Bldg. #73, 129 North Main St., Manahawkin
- (1) Otis Hydraulic – Ocean County Library, Jackson Branch Bldg. #98, 2 Jackson Drive, Jackson
- (2) Schindler Hydraulic - Ocean County Library Headquarters, Bldg. #23, 101 Washington St., Toms River
- (1) Westinghouse Oil Hydraulic - Ocean County Library Headquarters, Bldg. #23, 101 Washington St. Toms River

ELEVATOR LOCATIONS (CONT'D)**Buildings & Grounds Department**

- (1) Austin Hydraulic – Probation Dept., Bldg. #25, 15 Hooper Ave., Toms River
- (1) Canton Tradesman Hydraulic – Police Academy, Bldg. #42, Ocean County Park, Rt. 88, Lakewood
- (1) CEMCO Hydraulic – Probation/Courts, Bldg. #11, 213 Washington Street, Toms River (leased bldg.)
- (3) Custom Traction – Administration, Bldg. #17, 101 Hooper Avenue, Toms River
- (2) Custom Hydraulic – Office, Bldg. #15, 129 Hooper Ave., Toms River
- (7) Dover Oil Hydraulic – Justice Complex, Bldg. #19, 120 Hooper Ave., Toms River
- (3) Dover Traction – Justice Complex, Bldg. #19, 120 Hooper Ave., Toms River
- (1) Galespie (Freight) – Health Dept., Bldg. #38, 175 Sunset Avenue, Toms River
- (5) Garaventa Wheelchair Lifts – Court House, Bldg. #20 118 Washington St., Toms River
- (2) Savaria – Delta Wheelchair Lifts – Court House, Bldg. #20, 118 Washington St., Toms River
- (1) Haughton Oil Hydraulic – Court House, Bldg. #20, 118 Washington St., Toms River
- (2) Haughton Traction – Court House, Bldg. #20, 118 Washington St., Toms River
- (1) Kone Traction – Justice Complex, Bldg. #19, 120 Hooper Ave., Toms River (2-story)
- (2) Kone Traction – Justice Complex, Bldg. #19, 120 Hooper Ave., Toms River (multi-story)
- (1) OTB LRV Hydraulic – One Stop Center Building 2, O.C. Bldg. #94, 1027 Hooper Ave. Toms River (Leased Building)
- (2) Otis Hydraulic – Parking Garage, Bldg. #14, 129 Hooper Ave., Toms River
- (1) Otis Hydraulic – 125 Washington Street, Bldg. #24, Toms River
- (1) Otis Hydraulic – Health Dept., Bldg. #38, 175 Sunset Avenue, Toms River
- (1) Otis Hydraulic – Northern Ocean County Resource Center, Bldg. #41, 4th Street, Lakewood
- (1) Otis Hydraulic – Central Supply Warehouse, Bldg. #60, Chestnut St., Toms River
- (1) Otis Hydraulic – Agricultural Building, Bldg. #39, 1623 Whitesville Road, Toms River
- (1) Otis Hydraulic – Office, Bldg. #15, Service Elevator, 129 Hooper Ave., Toms River
- (1) Otis Hydraulic – Hub Overpass closest to west side of Hooper Ave., Toms River (by Justice Complex)
- (1) P-Flow Industries (Freight) – Voting Technology Warehouse, #8, 110 Lehigh Ave., Lakewood
- (1) Schindler Hydraulic – Prosecutor's Office, Bldg. #16, 119 Hooper Ave., Toms River
- (1) Schindler Hydraulic – Airpark Terminal, Bldg. 56, Rt.530& Mule Rd. RJ Miller Airpark, Berkeley Twsp.
- (1) Security – 1962 Jail Annex, Court House, Bldg. #20, 118 Washington St., Toms River
- (1) Thyssen Krupp Hydraulic – 125 Washington Street, Bldg. #24, Toms River
- (1) Thyssen Krupp Hydraulic – Traffic Sign Shop, Bldg. #33, 53 Mapletree Road, Toms River
- (1) Thyssen Krupp Traction – Court House, Bldg. #20, 1962 Jail Annex, Toms River

Parks Department (On-Call Basis)

- (1) National Wheel-O-Vator – Wells Mills Park (Nature Center), 905 Wells Mills Rd., Waretown
- (1) Shindler Hydraulic 330A – Jakes Branch Park, 1100 Double Trouble Rd., Beachwood

SPECIFICATIONS

The work to be performed by the contractor under this specification shall consist of furnishing all material, parts, labor, supervision, tools and equipment necessary to provide full maintenance services and repairs of every description to the elevator systems listed in these specifications, and all applicable codes. This work shall include but not be limited to preventive maintenance, service, call backs, when conditions warrant the repair or replacement of parts, and inspections, testing and modifications as required to keep the elevator systems in first class operating condition.

The bid price is an all-inclusive price and will cover preventative maintenance (monthly, bi-annual, and prior to State inspections), repair call back service and emergency call back service, repair or replacement of parts, inspections, tests and reports and service reports as specified herein.

SPECIFICATIONS (CONT'D)

The contractor shall be responsible within the bid price to make all adjustments, cleaning, lubricating and when conditions warrant the repair or replacement of parts, etc. required to maintain the elevator systems for continuous operation under preventive maintenance and ordinary wear and tear conditions.

The only exclusion that could result in additional charge to the County is repair or service call as a result of negligence, vandalism or misuse of the elevator systems.

The contractor will NOT be responsible to make adjustments, repairs or part replacements as a direct result of negligence, vandalism, or misuse of the elevator systems. Such cases shall immediately be brought to the attention of the Departmental Contacts who shall review each instance with the contractor and come to agreement upon a determination of negligence, vandalism, or misuse of the elevator systems. No charges will be invoiced to the County for repair of any vandalism damage unless in accord with said determination and without a purchase order from the Purchasing Agent. The Departmental Contacts reserve the right to ask for competitive quotes on any work not covered by this contract if anticipated expenditures exceed the bid threshold.

The contractor will NOT be responsible to install new devices on existing equipment, to change, modify, or modernize any elevator system; except to the extent herein specified whether recommended or directed by insurance companies or State inspectors, which will be quoted and invoiced in accord with the cost breakdown provision in 'QUOTES' and 'INVOICING' paragraphs.

No elevator or elevator system shall be out of service (have down time) for more than twenty-four (24) hours.

The contractor shall maintain at all times the O.E.M's elevator systems operating characteristics including, but not limited to, safety, acceleration, retardation, contact speed with and without full load, floor to floor time, door operations, leveling accuracy, call response, and overall operational efficiency and reliability.

FULL SERVICE MAINTENANCE REQUIREMENTS

The elevator systems work covered by this contract shall be performed to maintain the efficiency, safety and speeds specified in the elevator contract at all times, including acceleration, retardation, contact speed with or without full load, floor to floor time, door opening and closing time, group dispatching intervals and round trip times.

The maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe, reliable operation as specified by the O.E.M., the contractor shall perform the additional maintenance without added cost to the County.

It is the responsibility of the contractor to keep the Departmental Contacts advised of any product improvements of parts, components, and systems recommended by the O.E.M.. The contractor shall advise the Departmental Contacts as to whether these are quality control changes or safety changes by the manufacturer offered at no cost or are recommended upgrades to the elevator system at a cost that would improve performance and reliability.

FULL SERVICE MAINTENANCE REQUIREMENTS (CONT'D)

MONTHLY SERVICE: The contractor shall be required to perform Monthly Preventive Maintenance procedures and in accordance with established maintenance schedules examine, clean lubricate, adjust and when conditions warrant, repair and replace all parts of elevators including but not limited to:

- Entire machine, including housing, drive sheave, all bearings, couplings, packings, brake assembly, and component parts. Hydraulic power unit complete.
- Motors including auxiliary rotating systems, motor windings, rotating elements, couplings, bearings, commutators and motor fields. Motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer.
- All sheaves and sprockets.
- Controller: All components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices and any and all controller wiring related to emergency power, fire recall and handicapped signals.
- Selector: All components including selector drive tape, wire or cable hoistway vanes, magnets, inductors and all other mechanical and electrical drive components.
- Motor brushes and brush holders.
- Hoistway door interlocks or locks and contacts; hoistway door hangers and track, bottom door gibs, cams, rollers, and auxiliary door closing devices for power operated doors.
- Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- Guide shoes including rollers or replaceable gibs.
- Automatic power operated door operations, door protective devices, car hangers, tracks and car door contacts.
- Traveling cables, hoistway and machine room wiring.
- Governor, including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
- Car and counterweight safety mechanism and load weighing equipment.
- Hoist cables, governor cables, compensating cables and compensating chains, including adjustment or tension on all hoist ropes.
- Buffers.
- Stopper switch and hoistway redder box: All components including wire or tap hoistway vanes, and all other mechanical and electrical drive components.
- Hydraulic packing, valves and piping.
- Elevator control wiring in hoistway and machine room.
- Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators; this includes the rearming of all fixtures.
- Accessory equipment including relamping of signal equipment: hall lanterns, car and hall position indicators, car stations, traffic director station, electric door operations, interlocks, door hangers, safety edges.
- Elevator exterior machinery and any other parts of the equipment subject to rust are to be painted with heat resistant enamel.

All parts of wheelchair lifts, but not limited to – Lubricate upper and lower flanges of main rails, lubricate gear rack, check drive belts and carrier wheels.

Monthly preventive maintenance shall be scheduled in advance with building contact and the Departmental Contacts, or designees. Scheduled dates shall be re-occurring per month and shall be maintained throughout the course of the contract.

FULL SERVICE MAINTENANCE REQUIREMENTS (CONT'D)

EQUIPMENT EXCLUDED: The contractor will not be held responsible for the following:

Refinishing of car enclosure (including removable panels, door panels); plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirrors and carpets, hoistway enclosures, doors (except mechanical operation), frames and sills, installation of pit ladders, intercom systems, replacement of telephone within the cars, installation of additional pit lighting, installation of pit sump pumps, the changing of any hatch cover locking devices from inside the elevator to the top of the car, and any other items not listed in this contract which become requirement under the new State Mandated Elevator Inspections.

Contractor shall not be responsible to obtain proprietary software and tools that OEM will only sell to the County. The County will obtain and make these items available to the Contractor.

Kone inverted cylinders and machine/drive controls are excluded from maintenance parts coverage due to excessive costs.

BI-ANNUAL SERVICE & PRIOR TO STATE INSPECTIONS: The contractor shall, at minimum twice per year and prior to State inspections, clean and vacuum elevator hoistways and equipment, including rails, inductors, hatch door hangers, tracks, relating devices, selector tapes, switches, buffers, car tops, sheaves, safety devices, and door operating and closing devices, machine room floor, elevator shaft and windows inside the shaft area. Regularly dismantle brake plunger assembly, examine and replace worn parts. For areas not readily visible, provide in report before and after photographic documentation of cleaned conditions including date/time stamp on photo.

However, the contractor shall notify the appropriate Departmental Contact or designee within a 24-hour period, in writing and by phone, if any items not covered under his responsibility are missing, damaged, not functioning or any other deficiencies noted during their inspection of each elevator.

In the interest of public safety and whenever required, the contractor shall furnish and erect suitable safety barriers and warning signals, signs, or lights in the work area at no additional cost.

The contractor shall be responsible for giving immediate notice to the Departmental Contacts of any condition which it discovers that may present a hazard to either the equipment or passengers.

VIOLATIONS

If notice of violations is given to the County by the State DCA Inspector, Contractor is responsible to correct those violations within the time indicated by the inspector. Failure to perform these repairs shall be cause for termination of the contract. The contractor shall be responsible for all violation fees incurred when and after the contractor has been informed to correct the violations noted by the State inspector.

HOURS OF SERVICE

Regular work hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular work hours", which may include nights, weekends and holidays.

HOURS OF SERVICE (CONT'D)

Callback Service During Contractor's Normal Working Hours: In the event of an elevator shut down due to failure of equipment or controls the contractor will be contacted. The contractor will respond by phone within one (1) hour to advise that he is responding to the elevator problem. The contractor shall have one of his certified mechanics on the premises within one (1) additional hour thereafter. The certified mechanic shall proceed at once and continue without stopping to make all necessary repairs or adjustments to place the equipment in a safe and first class operating condition without additional charge. Callback service is included in the all inclusive monthly price.

Emergency Callback Service: The contractor shall provide emergency callback service on a twenty-four (24) hours a day, seven (7) day a week basis, including holidays, as part of this contract without additional charge as outlined herein. Callback service is included in the all-inclusive monthly price.

The contractor shall have at least one certified elevator mechanic on site within one (1) hour of receiving call from County during Regular hours and two (2) hours of receiving the call from the County during Overtime hours.

1. Emergency Callback Service shall be defined as any callback required based on the contractor's inability to correct the original problem from the initial service call.
2. Emergency Callback Service shall include repairs required to free entrapped passengers and return the elevator systems to regular service. The contractor shall respond to entrapment situations and be on site within forty-five (45) minutes of receiving the call from the County. The contractor shall work continuously without stopping to free passengers and shall provide additional mechanics/helpers as required at no additional cost.
3. Emergency Callback Service shall include repairs required when more than two elevators are out of service in a group of elevators or one elevator is out of service preventing handicapped access to a building, the contractor shall work continuously without stopping to make all necessary repairs or adjustments and shall provide additional mechanics/helpers as required, both no additional cost.

Repairs During Overtime Hours: The Department Contacts shall determine which repairs are minor or major after discussing the issue with the contractor's representative. Major repairs shall include repairs with long lead times. Any repair with an associated down time of more than twenty-four (24) hours shall require the contractor to submit to the Departmental Contacts, documented proof of parts order and overnight shipment (order receipt and overnight company acknowledgement receipt and invoice). If major repairs are required during overtime hours, the contractor may be required to perform the work, at the option of the Departmental Contacts. Said work will be quoted and invoiced in accord with the cost breakdown provision in the 'QUOTES' and 'INVOICING' paragraphs.

INSPECTIONS, TESTS & REPORTS

The inspections, tests and reports are requirements of the State and are to be included in the monthly price.

Hydraulic Elevators

1. Two (2) inspections per year (Semi-annual): The State Inspector will inspect every County elevator without the maintenance contractor present. However, any deficiencies noted by the State Inspector will be forwarded to the maintenance contractor to repair, replace or adjust any item and take corrective action within ten (10) days of receipt by contractor of inspection report from County.
2. Annual Hydraulic Relief Pressure Test: The State Inspector shall require the maintenance contractor to perform this test in his presence without weights.

INSPECTIONS, TESTS & REPORTS (CONT'D)**Traction Elevators**

1. Two (2) inspections per year (Semi-annual): The State Inspector will inspect every County elevator without the maintenance contractor present. However, any deficiencies noted by the State Inspector will be forwarded to the maintenance contractor to repair, replace or adjust any item and take corrective action within ten (10) days of receipt by contractor of inspection report from County.
2. Annual No-load Safety Test: The State Inspector shall require the maintenance contractor to perform this test in his presence without weights.
3. Five (5) Year Full Load Safety Test: This test is required every 5th year and the maintenance contractor is required to furnish all testing equipment including weights. The contractor is responsible to obtain from the State Elevator Inspections Unit, a listing of those elevators that require said test each year. Listing of elevators requiring testing shall be provided to the Departmental Contacts.

Wheelchair Lifts: (includes stairway and vertical chair lifts and dumbwaiters)

1. One (1) inspection per year (Annual)
2. No test is to occur nor attendance required by maintenance contractor. However, additional re-inspections are required if there are any violations.

Inspection Test Results: Test results and reports for the above inspections and tests are to be submitted to the Departmental Contacts in the method prescribed in 'SERVICE REPORTS' paragraph.

If there is any elevator that fails any of these inspections or tests, the Departmental Contacts shall be notified immediately by phone and fax by next business morning, and with a hard copy submitted by mail. The contractor shall take immediate action to repair any elevator problems and be able to re-perform tests until elevator passes the test requirements. Should the contractor not perform the required repairs in the time period allotted by the State, then any subsequent fines and/or violations shall be the responsibility of the contractor.

This contract shall include testing of all safety devices, governors, etc., required and/or recommended per local code and in the last edition of the American Standard Practice for Inspection of Elevators, Inspector's Manual, and the American Standard Safety Code for Elevators, Dumbwaiters and Escalators, including all addenda, at regular intervals, not exceeding periods of one (1) year, or as requested by the Departmental Contacts. The contractor shall promptly correct any defaults that may be found in testing and examining the safety devices.

The governor shall be tested and the trip speed measured by means of tachometer and, if necessary, adjusted to conform with the State Code table. Governors shall be resealed after each test.

SERVICE REPORTS

All Service Reports must include the building number or physical address where the work was performed.

Daily Service Work Tickets: The contractor shall have their technician submit a written daily service work ticket for work performed each day on the County elevators and wheelchair lifts. Daily Check-in / Check-out time per building of all mechanics must be written on their daily service work tickets.

Monthly Reports: The contractor shall have their supervisor in charge of this contract submit a monthly written report to the Departmental Contacts for every elevator and wheelchair lift inspected and worked on. Monthly Reports shall be submitted no later than five (5) business days after the last day of the month. This section also pertains to Monthly Inspection Report submission. Failure to submit timely monthly reports may be grounds for contract termination, as determined by the County. Cost for monthly reports shall be included in monthly price. Report shall be in form reviewed and approved by Departmental Contacts.

The report shall among other data, contain the following:

1. Maintenance history of equipment.
2. Listing of parts replaced including date and quantity of hydraulic fluid added.
3. Maintenance, routine that has occurred.
4. Projected preventive maintenance, including a quote of labor and parts itemized.
5. Work performed.
6. Name of mechanic / technician.
7. Date and Time per building.
8. Inspection and Test Results.

This monthly report shall also include a section for condition status and a section for proactive maintenance recommendations. The report shall track the status of all previous report recommendations until the work is complete.

Weekly Report: The contractor's main office shall submit by the close of each week or no later than 9:00AM the following Monday to the attention of the Buildings and Grounds Superintendent.

Monthly Meetings shall occur on the seventh (7th) business day of the month, or as scheduled by the Departmental Contacts. Meeting duration shall be approximately one (1) hour and shall be separate between Departments. Required attendees shall be each Departmental Contact and the elevator service manager, and the mechanic only when applicable or requested. The Meeting attendees shall review the report status and prioritize the recommended work.