

MUSKOGEE

County, Oklahoma

**COUNTY PURCHASING OFFICE**

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

**Invitation to Bid**

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE  
RELATING TO SUBMISSION OF THIS BID.  
Notarized Affidavit completions and signature required on reverse side.

Date Issued May 15, 2023

Page 1 of 15

**BID NUMBER**

67

**BID CLOSING DATE AND HOUR**

06/05/2023 9:30am

**REQUIRED DELIVERY DATE**

(Days after award of Purchase Order)

**Date of Delivery****TERMS**

|  |  |
|--|--|
|  |  |
|--|--|

| ITEM | QUANTITY | UNIT OF<br>ISSUE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT PRICE | TOTAL |
|------|----------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|
|      |          |                  | <p>Muskogee County Commissioners<br/>are accepting bids for Elevator maintenance &amp; service.<br/>Spec are attached.</p> <p>#67 MUST be on the outside of the envelope.</p> <p>Mail to: Muskogee County Clerk<br/>PO Box 1008<br/>Muskogee, OK 74402</p> <p>or</p> <p>Muskogee County Clerk<br/>400 W Broadway<br/>Muskogee, OK 74401</p> <p>If you have any questions, please feel free to contact:<br/>Polly Irving, Muskogee County Clerk 918-682-2169<br/>or<br/>Sheila Shamblin, BOCC Secretary 918-683-2901</p> |            |       |

## TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010  
MUSKOGEE, Oklahoma, at the time and date shown on the  
invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 06/05/2023 (Date) 9:30am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ (SEAL)

Firm: \_\_\_\_\_

My commission expires \_\_\_\_\_

Signed by: \_\_\_\_\_

(Manual Signature of Undersigned)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (CLERK OR JUDGE)

Zip: \_\_\_\_\_

*In accordance with 62 O.S. § 310.9*

NOTE: Other terms and conditions can be added at the discretion of the county officers.

## NOTICE FOR BID

NOTICE IS HEREBY GIVEN THAT AT 9:30 ON June 5th, 20 23,  
THE MUSKOGEE BOARD OF COUNTY COMMISSIONERS WILL RECEIVE SEALED  
BIDS ON THE FOLLOWING:

**Muskogee County Courthouse Complex Elevators Maintenance & Service  
And Muskogee County Jail Elevators Maintenance & service**

**\*\*\*SEE ATTACHMENTS\*\*\***

Bid packets may be picked up in Muskogee County Clerk's Office, 400 W Broadway  
Muskogee, Ok. Pho. 918-682-2169 Opt #3

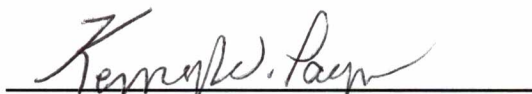
**BIDDERS MAY FILE SEALED BIDS WITH THE MUSKOGEE COUNTY CLERK ON OR  
BEFORE THE DATE ABOVE MENTIONED. THE MUSKOGEE BOARD OF COUNTY  
COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. THE  
MUSKOGEE BOARD OF COUNTY COMMISSIONERS WILL ACCEPT THE LOWEST  
AND/OR BEST BID. A NON-COLLUSION AFFIDAVIT MUST BE ATTACHED TO ALL BIDS.**

APPROVED THIS 15th DAY OF May, 2023.

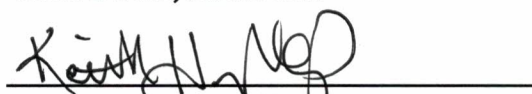
**MUSKOGEE BOARD OF COUNTY COMMISSIONERS**

  
POLLY IRVING, COUNTY CLERK



  
KENNY PAYNE, CHAIRMAN

  
KEN DOKE, MEMBER

  
KEITH HYSLOP, MEMBER

## **CONTRACT**

Successful bidder will be required to enter into the County's Elevator Maintenance Contract within one month of award.

### **ELEVATOR TECHNICAL SPECIFICATIONS**

#### **INTENT:**

The intent of this Invitation for Bid is to obtain an all-inclusive repair service and a comprehensive, preventative maintenance program for elevators Muskogee County Courthouse Complex and Muskogee County Jail, as listed herein.

Bids will be considered only from Bidders who are regularly established in the business called for, and who, in the judgment of The County of Muskogee, are financially responsible and able to show evidence of their reliability, ability, experience, equipment, facilities and persons directly employed or supervised by them to render prompt and satisfactory service.

All elevator operations, tests, inspections, maintenance, alterations, or repairs performed under this agreement shall be in strict compliance with the requirements for such activities stated in the latest edition of the American National Standards Institute/American Society of Mechanical Engineers publications ASME A17.1-2000 during the agreement period.

**SERVICE:** This agreement is a full-service, all-inclusive maintenance and repair agreement.

1. Seller shall furnish all necessary labor, supervision, tools, equipment, parts, supplies, transportation, and all effort necessary to perform the required maintenance, repair and callback service on all elevators listed 24 hours a day, 7 days a week.
2. All service calls are at no additional cost. Therefore, all repair trouble calls and parts shall be at no charge to Muskogee County regardless of the time of day or day of the week. Exceptions to this are service requests caused by vandalism or damage caused by acts of God. Trip charges are allowed on billable service only.
3. All labor under this full maintenance agreement shall be at no additional cost (except those exceptions noted above), regardless of the time of day or day of week that the labor is performed.
4. Due to the fact that the Muskogee County Jail operates on a seven-day a week. Twenty-four hour per day schedule, the Seller shall make services available to the County 365 days per year, 24 hours per day.
5. Calls for entrapments shall be included in the full maintenance cost, on the condition that the entrapment was not caused by vandalism.
6. On site mechanics shall perform preventative maintenance tasks a minimum of 3 hours per month for each traction unit and a minimum of 1 hour per month for each hydraulic unit.
7. The Seller agrees to accept full responsibility for the elevators covered under these specifications and shall leave them in first class condition on the agreement termination date.



**BIDDER QUALIFICATIONS:**

1. The Bidder must have been in the elevator service business a minimum of five (5) consecutive years.
2. The Bidder must have satisfactorily maintained the manufacturer's elevators of the grade and to the degree included in the specifications hereinafter described for a period of at least three (3) years. Proof of these requirements should accompany bid package.
3. Bidder shall be responsible for procuring all required licenses and permits when and where applicable. Copy of such should accompany the bid package.
4. In the performance of this agreement, the Seller agrees it will abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this agreement.
5. The Seller's service truck fleet shall carry sufficient supplies of test equipment, tools, materials, and parts needed to repair elevator equipment. All equipment/tools and procedures used by the Seller must meet OSHA regulations.
6. Service vehicles used by the Seller shall be conspicuously identified with the Seller's company name.
7. The Seller shall perform the work in a way that minimizes disruption to the normal operation of offices. Upon completion of work, the Seller is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
8. The Seller shall make necessary repairs in such a manner that does not damage the County's property. In the event damage occurs to the County's property or any adjacent property by reason of any repairs or installations performed under this Agreement, the Seller shall replace or repair the same at no cost to the County. If damage caused by the Seller has to be repaired or replaced by the County, the cost of such work shall be deducted from monies due the Seller.
9. Seller must have a phone number where it can be contacted within thirty- (30) minutes, seven (7) days per week for emergencies.

In the event the work of the Seller is unsatisfactory, the Seller will be notified by a Muskogee County representative and be given one day to correct the work. Labor for all rework will be at no cost to Muskogee County.

The County's Buildings Operations Director shall decide all questions or interpretations, which may arise as to the quality and acceptability of any work performed under this agreement

## **MAINTENANCE PERSONNEL QUALIFICATIONS:**

### **1. SERVICE TECHNICIANS:**

Only trained service technicians are to perform the work as required by this agreement. Service technicians assigned by the Seller must be thoroughly trained in all respects to perform the maintenance and repairs, which may become necessary during the term of this agreement.

The Seller shall have and maintain backup technicians who are completely trained in all respects to assume the responsibilities of maintenance of the elevators covered by this agreement in the event of the absence of the regularly assigned technician.

Prior to any agreement award, the Seller must stand ready to provide adequate proof, satisfactory to the Muskogee County Purchasing Agent or her designee, that the technicians are properly qualified to perform this work.

### **2. REPAIR CREW:**

In addition to the regularly scheduled (routine) maintenance technicians, the Seller shall have, maintain, and supply as needed a minimum of two (2) full-time service repair teams skilled in the execution of any and all repairs, which may become necessary at the facilities listed during the term of this agreement.

### **3. DRESS AND IDENTIFICATION:**

The Seller's employees shall be neatly dressed at all times while at the facilities, and shall wear identification bearing the Seller's name.

### **4. REQUIRED BACKGROUND CHECKS:**

Due to the nature of providing service to all types of Muskogee County agencies, the Seller's employees assigned to this agreement shall be required to obtain clearances / ID badges.

This requirement is essential due to the need to access restricted areas within Muskogee County facilities. Seller shall not assign new employees to Muskogee County sites unless background checks have been approved and ID badges issued.

No one except authorized employees of the Seller is allowed on the premises of Muskogee County Buildings. Seller's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Seller.

## **REMOVAL OF SELLER'S EMPLOYEES:**

Muskogee County may require that the Seller remove from any job covered by this agreement, any employee who endangers persons or property or whose continued employment under this agreement is inconsistent with the best interest of Muskogee County.

**SERVICE HOURS/RESPONSE TIME:**

1. REGULAR SERVICE shall be work performed between 8:00 AM to 4:30 PM, Monday through Friday, excluding Muskogee County holidays.

- Response time shall be two (2) hours on-site.

2. AFTER HOURS SERVICE shall be work performed after 4:30 PM and before 8:00 AM the next morning for Monday through Saturday work.

- Response time shall be one (2) hours on-site.

3. SUNDAYS & HOLIDAYS shall be work performed on Sundays or during any Muskogee County holiday.

- Response time shall be two (2) hours on-site.

4. ENTRAPMENTS:

A. During regular service hours:

- Response time shall be One- (1) hour or less.

B. All other times:

- Response time shall be two (2) hours.

**SITE EXAMINATIONS:**

It is suggested that Bidders examine all of the units listed herein. Inspections of the units will be available to any Bidder wishing to examine such. The successful Bidder shall take equipment as it is, and be responsible for the work specified.

- For technical assistance or to arrange site examinations, please call the telephone numbers listed.

Failure to visit the sites will in no way relieve the successful Bidder from the necessity of furnishing all labor, materials and equipment to perform any work required to complete the work specified herein without additional cost to Muskogee County.



**INTERNET REPORTS:****SERVICE, PREVENTATIVE MAINTENANCE, REPAIRS AND EMERGENCY CALL REPORTS:**

Seller shall provide a Muskogee County oriented, online service activity reporting system. This reporting system shall allow Muskogee County's Representative to monitor Seller's maintenance, repair and service call activity. The system shall be capable of access via the Internet any time, day or night. Muskogee County shall have the ability to view service tickets associated with a single elevator, for all the elevators at the location being serviced, or across an entire portfolio. Seller agrees to provide a user name and password to Muskogee County's Representative via Seller's Internet website, for access to maintenance, repair and service call activity.

Reports shall be detailed and contain information such as the following:

(a) Requesters Name (b) Contract Serial Number (c) Building Name (d) Building Address (e) Machine And Car Number (f) Service Requesters Name And Phone Number (g) Time Mechanic Paged (h) Time Mechanic Responds To Page (i) Time Mechanic Arrival On Site (j) Time Work Is Completed (k) Mechanic's Name And Job Title (l) Number Of Calls Year-To-Date For Each Elevator (m) Description Of Problem With Elevator (n) Work And Parts Required For Repair (o) Is This A Re-Occurring Problem (Yes or No) (p) Vandalism (Yes or No) (q) Billable (Yes or No) (r) Elevator Occupied During Failure (Yes or No)

**RIGHTS IN DATA:**

Muskogee County shall have the use of data and reports resulting from this Agreement without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Agreement and to the performance hereunder

**EXCLUSIONS:**

The following work is excluded from this agreement and is not the responsibility of the Seller.

(a) Main power supply feeders, switches and fuses (outside elevator equipment room). (b) Emergency power supply feeders, switches and fuses, which do not connect directly to the elevator control Equipment. (c) Components of combustion detectors for fire recall purposes. (d) Car enclosure finishes and lighting lamp hoist way enclosures hoist way door panels, telephone equipment, faceplates, frames and sills. (e) Vandalism: Damage to equipment caused by vandalism shall not be included in this maintenance agreement. All labor and parts shall be billed at the labor rates and material cost markup rate set forth on the delivery and pricing pages and be paid by Muskogee County. (f) Installation of new devices as may be recommended or required by insurance companies or by federal, state, municipal or other government authorities. However, once installation has been completed, servicing of the new devices shall become part of the maintenance program agreement at no additional charge. (g) The repair and maintenance of the fire circuit on the elevator system except for testing. (h) Underground piping.



## **ELEVATOR OUT OF SERVICE MORE THAN FIVE DAYS:**

If an elevator is down for five consecutive calendar days (exception: modernization), on the sixth day and every day thereafter, the Seller shall deduct from the monthly invoice a prorated amount equal to 1/30th of the total monthly cost, proportionate to the quantity of elevators in the building, for each day until the unit is restored to full service.

Under the full repair and maintenance program, the Seller shall maintain the following repair or replacements parts and perform the following maintenance as necessary, but not limited to

### **1. TRACTION ELEVATORS:**

A. Machine drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contacts, linings and component parts, gears, worms, thrusts.

B. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings, SCR variable voltage drives and components.

C. Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.

D. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

E. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.

F. Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices. Automatic door operator, car door hanger, car door contact, all door protective devices, load-weighing equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs and rollers, signal and operating fixtures including lights, buzzers and gongs and all signal and operating fixtures.

G. Renew all wire ropes as often as is necessary or if 'bleeding' or fraying occurs to maintain an adequate factor of safety, and equalize the tension on all hoisting ropes.

H. Repair or replace conductor cables and hoist way and machine room elevator wiring, as included in the full maintenance service at no additional cost to Muskogee County.

I. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.

J. The Seller shall check the condition and operation of the scanning device and safety edges on car doors and of light rays on the cars at every visit and, if light rays are inoperative, shall repair them within 24 hours. If, in the Seller's opinion, the light rays are not maintainable, it shall replace them at no cost to Muskogee County.

## **2. HYDRAULIC ELEVATORS:**

- A. Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters and mufflers.
- B. Materials covered by traction elevators as applicable.
- C. Furnish all oil, lubricants, packing and other materials required.

## **REPLACEMENT PARTS:**

The Seller shall keep in each machine room an adequate supply of contacts, switch parts, coils, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises. The Seller shall provide closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by Muskogee County.

## **OBSOLETE PARTS:**

The Seller shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of Muskogee County's Building Operations Director. If it is found that parts cannot be replaced due to obsolescence and are not available from any source, the Seller shall:

1. Manufacture a replacement part
2. Repair/rebuild the obsolete part
3. Recommend Muskogee County alternatives and/or upgrades.

Seller shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worm gears and other special parts not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall, however, be at no additional cost to Muskogee County (except for vandalism).

## **PERFORMANCE REQUIREMENTS:**

Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the agreement:

1. Operating characteristics: ➤ Starting, acceleration, stopping, leveling shall be smooth and free from jars or bumps. ➤ Full speed riding shall be without swaying or vibration. ➤ Elevator and door operation shall be quiet. ➤ Stop made upon operation of emergency stop switch shall be more rapid than routine stop but not violent. ➤ Door pressure shall be maintained below thirty- (30) pounds. ➤ Maintain accurate leveling of  $\pm 3/8"$  under all loading conditions, floor-to-floor times, and cycle times.
2. Group Supervisory System: Keep duplex and group agreement system operating at design criteria at all times.

## **PERIODIC INSPECTIONS AND TESTS: ASME A17.1-2000 SECTION 8.11**

1. All periodic inspections and tests are to be made without additional cost to Muskogee County.
2. The Seller shall not be liable for damages to the equipment or building resulting from these tests.
3. All periodic inspections and tests shall be coordinated with Muskogee County's Building Operations Director before proceeding in order to minimize interruptions.
4. The Seller shall provide all equipment/materials, signs, barricades, safety equipment, etc. for the elevator testing.

### **TESTS FORMS:**

Seller shall create a form for each test performed in this section, which describes the test and its results, and shall deliver a signed copy to Muskogee County after a successful test has been concluded. The form will also describe any malfunctions along with any corrective action taken.

#### **1. FIRE SERVICE CIRCUITS:**

Elevators provided with fire service or other special circuits shall be tested semiannually to make certain that these devices are operating correctly and as designed. Seller shall advise Muskogee County at least one week in advance of these tests so that Muskogee County's representative can accompany the mechanic at the scheduled test. These tests will be scheduled after normal working hours or on weekends. The repair and maintenance of the fire circuit on the elevator system shall not be the responsibility of the Seller.

#### **2. HYDRAULIC FLUID TEST:**

During the first year and every year thereafter, the Seller will sample fluid on all hydraulic elevators. The sample will be forwarded to an approved laboratory for analysis. Analysis reports will be forwarded to Muskogee County. The Seller shall take the necessary corrective action on all discrepancies noted by the Analysis Report.

#### **3. ANNUAL NO-LOAD AND FULL-LOAD TEST/SAFETY MECHANISMS TEST:**

The Seller shall examine periodically as required, the car safety devices and governors and conduct an annual no-load-test and shall perform a full-load, full-speed test of the safety mechanism, over-speed governors, car and counterweight buffers every five (5) years. The car balance shall be checked electrically and the governor adjusted. If required, the governor shall be recalibrated and sealed for proper tripping speed. Muskogee County's Representative responsible for that building shall witness these tests and a written report shall be furnished by the Seller indicating the results of such test.

#### **4. SEMI-ANNUAL INSPECTION BY COUNTY:**

It shall be the Seller's responsibility to coordinate with Muskogee County authorities should they require the Seller's presence during such test.



## **MAINTENANCE, REPAIR, AND REPLACEMENT: ASME A17.1-2000 SECTION 8.6**

1. All maintenance repairs or replacements made necessary through normal use, wear and tear are to be made without additional cost to the Muskogee County.
2. All extensive repairs or replacements shall be coordinated with Muskogee County's Building Operations Director before proceeding in order to minimize interruptions.
3. Re-lamping of signals is required during regular monthly examinations or as necessary.
4. The Seller shall provide all "Out-of-Service" signs, barricades and safety equipment for the Seller's employees assigned to perform the work.

## **SCHEDULED PREVENTATIVE MAINTENANCE:**

All scheduled (routine) preventative maintenance hours worked by the Seller's employees shall be scheduled elevator-by-elevator prior to commencement of the agreement and subject to final approval of Muskogee County's Building Operations Director. The preventative maintenance schedule, as prepared by the Seller, must show the building name, elevator serial number, planned examination frequency, planned examination hours and must be keyed to the preventative maintenance schedule published by the original equipment manufacturer or approved by the Muskogee County representative.

Muskogee County reserves the right from time to time to employ others to test the condition, speed and safety of the elevators as they may deem advisable and if found the elevators are not up to proper standards, Muskogee County may immediately demand that the elevators be brought into compliance and if the demand is not promptly complied with, Muskogee County may enter into agreements with others to perform such work and deduct the total cost thereof from the Seller's monthly charges for the service specified.

## **ELEVATOR HOUSEKEEPING:**

Within the first three (3) months that this agreement is in effect, the Seller shall thoroughly clean all elevator hoist ways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closures shall be cleaned, lubricated and adjusted. Scheduled cleaning must be ongoing and at the following minimum intervals or more frequently, where conditions warrant.

- (a) Quarterly: Car tops, pits, machine rooms (b) Semi-Annually: Hoist ways and door equipment

The exterior of the machinery and any other parts of the equipment subject to rust shall be properly prepared, painted and kept presentable at all times. The motor windings and control coils are to be periodically treated with proper insulating compound.

The Seller shall promptly remove all debris resulting from any work. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by Muskogee County and properly disposed of by the Seller.

**WIRING AND CONSTRUCTION PRINTS:**

All wiring and construction printing or diagrams of elevator systems covered under this agreement are the property of Muskogee County and upon termination of this agreement shall be delivered Muskogee County. All changes in circuitry made by the Seller shall be approved by Muskogee County's Building Operations Director and properly recorded on the diagram including date of change and name of person making same.

**KEYS:**

All keys used on the elevators for the purpose of maintenance or service are the property of Muskogee County and, upon termination of this agreement, shall be delivered to Muskogee County's Building Operations Director. Keys include, but are not limited to: machine room keys, hoist way access, service cabinets, light and fan lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without permission of Muskogee County.

**UPGRADES:**

If it is determined that elevator controls/mechanisms have become obsolete due to technical advancements, the Seller may be asked to provide a written cost estimate for upgrading the equipment to the County, as this will be a billable item. Muskogee County reserves the right to acquire cost estimates outside this agreement to ensure pricing is fair and reasonable.

**RIGHT TO INSPECT:**

1. Muskogee County may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party at intervals not more frequent than annually. The Seller shall provide the necessary manpower and tools, instruments, test weights, etc. and shall conduct the tests, all without additional cost to the County. The cost (if any) of the neutral party shall be paid by the County.

2. Muskogee County may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance agreement. These inspections may be made on a yearly basis during the course of this agreement. The cost (if any) of this independent consultant shall be paid by the County.

➤ The elevator consultant will issue the results of these inspections to the County. If noncompliance items are included in the report, Muskogee County will issue a punch list to the Seller who shall complete those items within (30) thirty days after notice is given at no additional cost to the County, providing the punch list items are covered under the maintenance program.

**TECHNICAL TRAINING TO COUNTY'S STAFF:**

The Seller shall be required to provide technical training for elevator systems to Muskogee County staff.

➤ The Seller shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. ➤ The training sessions will be scheduled on-request by County's Building Operations staff. The training requested may be for old or new technology. ➤ The training will be held at a Muskogee County facility, or if deemed necessary, the Seller's facility. ➤ Training aids if necessary, (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Seller. ➤ Technical training shall be performed during regular Muskogee County business hours. ➤ The County, under a separate purchase order, may purchase Service manuals.

**INVOICES/PAYMENTS: (SELLER SHALL BE PAID ON A MONTHLY BASIS IN ARREARS)**

Monthly invoices shall be identified with the account number, month billed for and shall break down the cost by each location, line by line, and with a total invoice cost. Completed invoice(s) shall be submitted to the following address: Muskogee Board of County Commissioners PO Box 2307 Muskogee, OK 74402 Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Seller.

**ADDITIONAL PRICING:**

Bidders are strongly encouraged to offer additional pricing for related items, products or components, which are not specifically addressed as line items in the Invitation for Bid. Pricing offered should be noted on additional pages of the Seller's response and included as Exhibit A.

**OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, Muskogee County may offset from any money due to the Seller any amounts Seller owes the County for damages resulting from breach or deficiencies in performance under this agreement.

**ADEQUACY OF RECORDS:**

If the Seller's books, records and other documents relevant to this Agreement are not sufficient to support and document that allowable services were provided, the Seller shall reimburse the County for the services not adequately supported and documented.



**AUDIT DISALLOWANCES:**

At any time, if it is determined by Muskogee County that a cost for which payment has been made is a disallowed cost, Muskogee County shall notify the Seller in writing of the disallowance and the required course of action, which shall be at the option of the County. Muskogee County shall either adjust any future claim submitted by the Seller by the amount of the disallowance or require repayment of the disallowed amount by the Seller forthwith issuing a check payable to County.

**CHANGES IN SCOPE OF WORK:****CHANGES BY MUSKOGEE COUNTY:**

Muskogee County reserves the right to add new elevators to the locations listed in this agreement, provided the Seller's price for servicing the new elevators is no higher than any other elevator at that location.

Muskogee County reserves the right to modify this agreement as needed by (temporarily) removing monthly maintenance service to any elevator covered by this agreement. Such changes shall be confirmed in writing and adjustments made to the monthly invoices during the removal period.

**CHANGES BY THE SELLER:**

The Seller shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the County. If changes are authorized, the Seller shall make appropriate revisions to the elevator drawings and/or specifications (ASME A17.1-2000 Section 8.6.1.6.3). All parts or components installed or improvements made by the Seller during the term of this agreement shall become and remain the property of the County.

**SAFETY REQUIREMENTS:**

In the performance of this agreement, the Seller shall take such safety precautions as Muskogee County Purchasing Agent or her designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. Muskogee County Purchasing Agent or her designee will notify the Seller of any non-compliance with the foregoing provisions and the action to be taken. The Seller shall, after receipt of such notice, immediately correct the conditions to which its attention has been directed. Such notice, when served on the Seller or its representative at the site of the work, shall be deemed sufficient for the purpose aforesaid. If the Seller fails or refuses to comply promptly, Muskogee County Purchasing Agent may issue an order stopping all or part of the work and hold the Seller in default.