

AWARDED AND/OR REJECTED ON THIS 13th DAY OF JULY, 2026

Jacob McHughes, Chairman

ATTEST:

Rusty Grissom, Vice-Chairman

Pam Howlett, County Clerk

Rod Cleveland, Member



Assistant District Attorney

Contract approval with American Elevator Solutions, LLC



Quote Date
6/18/2026

Quote Number
QUO-18403-L3Y8

Page Number
1

Monthly Full Maintenance Agreement

6/18/2026

Customer
Cleveland County
201 South Jones
NORMAN, OK 73069

Location
Cleveland County
Various Locations

Attn:

American Elevator Solutions, LLC proposes to furnish the necessary labor and material to perform work as follows.

Equipment

Elevator
All 10 Elevators

Service Coverage

American Elevator Solutions, LLC (American Elevator Solutions) shall select and furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide preventive maintenance, adjustment, replacement and repair service for the Equipment at the Location strictly in accordance with the terms and conditions of this Agreement.

American Elevator Solutions shall Monthly, systematically examine, adjust, lubricate and, if conditions warrant as determined by American Elevator Solutions, repair or replace the items listed below. American Elevator Solutions shall not be responsible for maintaining any other component.

- **Control Panels:** The relays, contacts, coils, conductors, switches, fuses, transformers, reactors, resistors, chokes, wiring, indicating lamps and isolation components.
- **Position Control Devices:** The encoders, transducers, inductors, tape drives, plates, switches, contacts, gears, chains, bearings, shafts, cams, sheaves, conductors, relays, coils, fuses, transformers, resistors, printed circuit boards and indicating lamps.
- **Car Equipment:** The guide shoes, roller guides, switches, load weighing equipment, car door operators, drive belts, drive chains, contacts, solid state components, door protective devices, car door hangers, relating cables, door gibs, wiring, fixture buttons and button contact assemblies, buzzers, chimes, indicator lamps and emergency light units.
- **Hoistway Equipment:** The guide rails, switches, traveling cables, wiring, door interlocks, relating cables, door hangers, door gibs, door closers and landing door operators.


405-236-1174


1905 South Harvard Ave | Oklahoma City, OK 73128


<https://myelevatorcompany.com/>

**Quote Date**

6/18/2026

Quote Number

QUO-18403-L3Y8

Page Number

2

- Landing Equipment: The hall fixture buttons and button contact assemblies, chimes, gongs, indicator lamps, alarms and annunciators.
- Hydraulic Components: The piston packing, valves, pump, motor, drive belts, tank heaters, low oil alarm units, strainers, mufflers and exposed piping in the machine room or hoistway.
- Safety Testing: Perform annual no-load (Category 1). The full load testing every 5-years (Category 5 Traction) on the elevator system as required by applicable code authorities are only included if the contract term is at least that many years in length.

NOTE: Testing of the equipment can result in equipment failure or damage to the equipment. American Elevator Solutions, LLC will take reasonable precautions to minimize the possibility of damage. If defects are found before the test, our technician will stop work and you will be notified of any costs necessary to make corrections. If damages or defects are incurred during the test, which result in test failure, these defects will have to be remedied before the elevator can be re-tested and a satisfactory report can be sent to the State of . Costs for any additional repairs or tests are not included in this proposal.

Excluded From Coverage

The following equipment and services are hereby expressly excluded from coverage under this Agreement and are not the responsibility of American Elevator Solutions:

Car and entrance finish materials, including ceilings, handrails, decorative panels, flooring, subflooring, returns, gates, doors, and sills, car light fixtures and decorative lighting, smoke detectors, heat detectors, sump pumps, any repairs or replacements due to failures detected during or due to maintenance or testing or buried or unexposed hydraulic plunger/cylinder assemblies or piping, all batteries and elevator telephones Power or mainline disconnects, fuses, feeders, and any associated wiring;

American Elevator Solutions will not be required to: (1) make any replacements with parts of a different design or type, (2) alter, update, modernize, or install new components to the equipment, or (3) make any repairs required due to an obsolete or discontinued part of the equipment.

Proprietary parts, PC Boards, Software, Drive, Machine/Brake Assembly, Belts or parts only available from the original equipment manufacturer.



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Quote Date

6/18/2026

Quote Number

QUO-18403-L3Y8

Page Number

3

Hours and Manner of Work

American Elevator Solutions shall perform all work under this Agreement, including call-back service, during regular working hours of the regular working days, M-F 8:00 AM to 5:00 PM. American Elevator Solutions shall perform emergency minor adjustment call-back service on overtime provided that American Elevator Solutions shall absorb the worked hours at single time rates and Customer shall be charged for the overtime premium portions only at American Elevator Solutions regular billing rates.

Damage

American Elevator Solutions will not be responsible for Repair or replacement of elevator equipment due to natural disaster, vandalism, negligence, or misuse by persons other than the Contractor, its representative and employees.

Customer's Responsibilities

Customer shall:

Retain exclusive possession and control of the Equipment, including the day-to-day use, operation and management of the Equipment.

Be responsible for instructing and warning passengers in the proper use of the Equipment and for taking the Equipment out of service when it becomes unsafe, operates in a manner that might cause injury to a user or fails to function normally.

Promptly report to American Elevator Solutions any and all accidents, incidents and/or conditions, which may need attention while maintaining necessary and proper surveillance of the Equipment. After service is provided, American Elevator Solutions will communicate with the customer the status of equipment, potential risks, inefficiencies, code issues, or upgrade recommendations which have been identified.

Keep the pits and machine room free and clear of water and trash and shall not permit them to be used for storage.

Not permit any third party to adjust, repair or replace any of the Equipment.

Provide American Elevator Solutions full and free access to the Equipment for the purpose of providing maintenance and/or conducting evaluations in accordance herewith.

American Elevator Solutions shall not be required to install, modify, remove or maintain equipment which may be recommended by insurance companies, federal, state, municipal or other governmental authorities, or as may be required by any federal, state or local law, unless additionally compensated by Customer for such work or installation in an amount agreed upon by the parties.

American Elevator Solutions shall not be responsible for adjustment, repairs or replacement of the Equipment necessitated by any cause other than normal wear and tear, including, but not limited to, accidents, vandalism, misuse, abuse or neglect of the Equipment. Customer shall authorize American Elevator Solutions in writing to make all such adjustments, repairs or replacements of the Equipment which become necessary due to such


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6/18/2026

Quote Number

QUO-18403-L3Y8

Page Number

4

causes and shall separately compensate American Elevator Solutions for such work; provided that if Customer fails to provide such written authorization or the parties are unable to agree to American Elevator Solutions compensation for such work, American Elevator Solutions may terminate this Agreement upon thirty (30) days notice to Customer.

If it is necessary to perform repairs or required testing which are not included in the scope of this agreement, Customer will be notified of the nature of the work with the estimated cost of materials and labor, which American Elevator Solutions will complete upon Customer approval.

Price

The charge for American Elevator Solutions maintenance services under this Agreement shall be the sum of: X per month, paid Monthly.

The payment is due Net 30 Days and prior to our first maintenance visit.

This agreement is subject to an annual review and price adjustment.

Term and Termination

The services to be furnished pursuant to this Agreement shall commence on 7/1/2026 and shall continue until 7/1/2027 (the "Initial Term") unless sooner terminated in accordance herewith. Either party may terminate this Agreement without cause at the end of the Initial Term or at the end of any subsequent Term by giving the other party at least thirty days prior notice. Absent such notice, this Agreement shall be automatically extended for successive additional Terms, each equal in length to the Initial Term.



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6/18/2026

Quote Number

QUO-18403-L3Y8

Page Number

5

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives on the day and year first above written.

Submitted by:

Cody Rodriguez

cody.rodriquez@myelevatorcompany.com

Approvals:

American Elevator Solutions, LLC

Customer

By: Steven Schmidt

By: _____

Signature: 

Signature: _____

Title: President

Title: _____

Date: 07 / 03 / 2026

Date: _____

Please include the email address invoices should be sent: _____



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Quote Number

QUO-18403-L3Y8

Page Number

6

American Elevator Solutions, LLC
STANDARD TERMS FOR SALES OF GOODS OR SERVICES

1. **Formation of Contract.** The terms set forth in this form are the sole terms for the sale of goods and services by American Elevator Solutions, LLC ("Seller"), unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form, by Buyer's submission of a purchase order in response to this document, or by Buyer's acceptance of delivery of, or payment for, the goods and services. Any contract made for the sale of goods or services by Seller is expressly conditional on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.

2. **Payment Terms.** Invoices not paid within thirty (30) days shall have a service charge added to the amount due of one- and one-half percent (1 1/2 %) per month. Buyer shall reimburse Seller for any and all expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any delinquent account or enforcing its rights with respect to Buyer.

3. **Security Interest.** Buyer grants to Seller a security interest and right of possession in all goods supplied or to be supplied to Buyer, along with a security interest in all related tooling, parts, and proceeds. This security interest secures all of Buyer's obligations to Seller. Seller has the right to determine the form of the security interest. Buyer agrees to provide Seller with any documents that Seller may deem necessary to enforce this security interest, and Buyer authorizes Seller to take actions necessary to maintain and perfect the security interest, including filing documents on Buyer's behalf.

4. **Reasonable Efforts.** Seller will use commercially reasonable efforts to supply Buyer with goods and services offered by Seller and ordered by Buyer. Under no circumstances will Seller be liable for any failure to deliver goods ordered by Buyer that is caused by the lack of availability of necessary equipment or materials.

5. **Limited Warranty and Disclaimer.** Any warranty offered by Seller is expressly set forth in Seller's proposal. The determination of whether a defect exists shall be made solely by Seller. Any such warranty shall not cover any article that has been misused, neglected, damaged or altered after leaving Seller's possession. Seller's obligation under any warranty is limited to Seller's repair or replacement, or re-performance of services, at Seller's sole discretion, of those goods and services sold by Seller to Buyer that do not satisfy such warranty.

DISCLAIMER

NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER.

6. **Indemnification by Seller.** Seller shall indemnify, defend, and hold Buyer, its agents and employees, harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorneys' fees, sustained by Buyer or its agents or employees that are caused by the negligence, willful misconduct or violation of applicable law by Seller, its employees, representatives or agents.

7. **Indemnification by Buyer.** Buyer shall indemnify, defend, and hold Seller, its agents and employees harmless from all claims, liabilities, and expenses, including but not limited to reasonable attorneys' fees, sustained by Seller or its agents or employees that are caused by any action of Buyer relating to the goods or services sold by Seller to Buyer.

8. **Cure.** If any goods or services are rejected by Buyer, Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.

9. **Force Majeure.** Any delay or failure of Seller to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Seller's reasonable control, such as: acts of God, governmental actions; pandemic; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts; utility interruptions; failures or delays by Seller's vendors (including without limitation the lack of availability of necessary raw materials), or court injunction or order.

10. **Cancellation or Change.** Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Seller in writing except as otherwise agreed in writing:

- For maintenance related orders, Buyer will owe to Seller all payments owed over the balance of the remaining term.
- For repair, modernization and/or construction related orders, work on the balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenditures, commitments, liabilities and costs made or incurred with respect to those items not completed.

11. **Insurance.** Seller shall maintain insurance as necessary to satisfy Seller's usual business needs, as determined by Seller in its sole discretion. Upon request by Buyer, Seller shall provide to Buyer a certificate (or certificates) evidencing such coverage maintained by Seller. Following the completion of Seller's obligations hereunder, Buyer shall be responsible for insuring all goods and services provided by Seller to Buyer going forward.

12. **Independent Contractor.** Seller shall at all times be deemed to be an independent contractor. Nothing herein shall be deemed to make Seller or its employees or agents an employee, partner or joint venturer of Buyer.

13. **Time For Bringing Action.** Any action by Buyer against Seller for breach of Seller's obligations hereunder or for any other claim arising out of or relating to the goods or services must be brought within one (1) year after the cause of action accrues.

14. **No Audit Rights.** Unless Seller shall provide its prior written consent, which may be withheld by Seller in its sole discretion, Buyer shall not, under any circumstances, have the right to conduct any audit or review of Seller's corporate books, records or financial information.

15. **General.**

- Assignment.** Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent. Seller may assign to any third party its rights and obligations with respect to Buyer.
- Entire Agreement and Amendment.** This document contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by this document may be amended only by a writing signed by Buyer and an officer of Seller.
- State Law.** The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Oklahoma.
- Jurisdiction and Venue.** Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Oklahoma. Buyer submits to personal jurisdiction in Oklahoma.

To the extent allowable under Oklahoma law,

405-236-1174

1905 South Harvard Ave. | Oklahoma City, OK 73128

<https://myelevatorcompany.com/>

CERTIFICATE *of* SIGNATURE

REF. NUMBER
NGFXM-7MN3F-NRNYE-M2PAZ

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUL 2026 13:55:42
UTC

SIGNER

STEVE SCHMIDT

EMAIL
SWS@MYELEVATORCOMPANY.COM

TIMESTAMP

SENT
01 JUL 2026 13:43:17
VIEWED
03 JUL 2026 13:55:14
SIGNED
03 JUL 2026 13:55:42

SIGNATURE

Steven Schmidt

IP ADDRESS
174.255.145.96

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUL 2026 13:55:14





CLEVELAND COUNTY PURCHASING DEPARTMENT
CLEVELAND COUNTY OFFICE BUILDING
NORMAN, OKLAHOMA

INVITATION TO BID

Please review the terms & conditions and bid regulations on pages 2, 3 & 4 relating to submission of this bid.

Please mark your bid envelope clearly,
"SEALED BID #COM-2202/CLOSING 6-18-26

BID NUMBER: #COM-2202

ISSUE DATE: 5-26-2026

BID CLOSING DATE & HOUR
6-18-26 @ 4:30 P.M.

BID OPENING DATE & HOUR
6-22-26 @ 1:00 P.M.

RETURN BIDS TO:

Keri Lyles, Purchasing Agent
CLEVELAND COUNTY PURCHASING DEPARTMENT
201 S. Jones, Suite 240
Norman, OK 73069
Phone Number: 405-366-0224
Email: klyles@clevelandcount yok.com

DESCRIPTION: Multiple year agreement for preventative maintenance of seven (7) Hydraulic Elevators and three (3) Traction Elevators for Cleveland County. Bid term is effective from July 1, 2026 through June 30, 2027. The agreement will be renewable, upon mutual consent and approval of the Board of County Commissioners on an annual basis from July 1st through June 30th.

SEE PAGE 12 FOR PRICING SHEET

Bidders's FEI/SSN: 93-3900587
Company: American Elevator Solutions, LLC
Address: 1905 S. Harvard Ave
Oklahoma City, OK 73120
Contact Name: Cody Rodriguez
Phone Number: 405-902-0366
Fax Number: _____
Email Address: Cody.rodriguez@myelevatorcompany.com

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached 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 County Official or employee as to quantity, quality or price in the perspective contract or any other terms of said prospective contract; or in any discussion between bidders and any County Official concerning exchange of money or 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 Cleveland County (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.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Cleveland County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Cleveland County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): Steven Schmidt

Bidder's Signature: Sh Schmidt

Subscribed and sworn before me this 18 day of June, 2026

My Commission Expires: 5-28-29



NOTARY PUBLIC (CLERK)

**CLEVELAND COUNTY
GENERAL TERMS AND CONDITIONS**

1. Contract Type:

This bid is submitted as a legal offer and any bid when accepted constitutes a firm contract. **HOWEVER, COUNTY RESERVES RIGHT TO RE-BID AT ANY TIME.** Firm Prices will be F.O.B destination.

2. Preparation of Bids:

- a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- c. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn "Statement of Non-Collusion" with original signatures. Bids without a notarized signature or seal will be rejected. Affidavit is supplied on front page of Invitation to Bid.
- d. Unit prices will be guaranteed correct by the bidder.
- e. Recipients of this solicitation not responding with a bid shall write **"NO BID"** on the front of the envelope being mailed.
- f. **PLEASE PUT ADDITIONAL BIDS IN SEPARATE SEALED ENVELOPES.**

3. FOB Destination and Shipping Instructions:

Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The county assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

4. Delivery:

For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified.

5. Amendments to Invitation to Bid:

- a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. The Cleveland County Purchasing Department must receive the acknowledgement by the opening time and date specified for receipt of bids.

6. Rejection:

All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.

7. Bid Compliance:

The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidders liability to the County.

8. Evaluation and Award:

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statutes.
- b. Acquisition based on lowest and best criteria which includes, but not limited to, the operational cost the County, quality and/or technical competency, delivery and /or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar to two or more sources under this solicitation.

**CLEVELAND COUNTY
GENERAL TERMS AND CONDITIONS CONTINUED**

9. **Notice of Award/Rejection Letter:**

A letter and bid summary will be furnished to each bidder after bid is approved/awarded by the Board of County Commissioners. The awarded vendor must contact the Department listed for order information. No order may be placed without a purchase order being issued by Cleveland County.

PURCHASING AND BID REGULATIONS:

BID PROCEDURES

A **Bid selection.** If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.

B **Formal requirements on bid form.**

1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
2. This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
3. Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container. **BIDDER NAME, BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**

C **Bid Contents – Terms and Conditions**

1. **Entire Agreement.** The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.
The select bidder will be required to enter into a contract approved by the Cleveland County District Attorney's office within 30-days. Failure to do so will result in the bid award being retracted and the award going to the next selected bidder or rebid.
2. **Amendments.** An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the County Purchasing Department.
3. **Offer Firm for Thirty Days.** Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
4. **Unit and Total Prices.** Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
5. **Items to be New.** Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
6. **Shipping Instruction.** Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
7. **Inspection and Rejections.** All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.
8. **Exemption from Taxes.** Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.

D **Submission Procedures**

1. **Sealed Envelope.** Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.

Vendor name	
Vendor address	
Cleveland County Purchasing	
Attn: Keri Lyles	
201 S. Jones, Suite 240	
Norman, OK 73069	
Bid #	
Date	Time

PURCHASING AND BID REGULATIONS CONTINUED:

2. **Where to Submit.** File the bid proposal with the Cleveland County Purchasing Agent, either by mail or in person, before 4:30 p.m., on Thursday, June 18, 2026. Bids received after this time will be rejected and returned unopened. All bids will be opened at 1:00 p.m., Monday, June 22, 2026, during the County Commissioners' meeting held at 201 S. Jones, Suite 200, Norman, OK 73069.
3. **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
4. **Late Bids.** The time/date stamp in the Cleveland County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.
5. **Bid Questions**
If you have any questions regarding the bid specifications, contact Brian Wint, Cleveland County Project Manager, at (405) 474-1165.
If you have any questions regarding the bid deadlines, etc., contact Keri Lyles, Purchasing Agent at (405) 366-0224.
6. **Payments.** For prompt payment of all invoices, please submit original invoice with reference to the Cleveland County purchase order number, to the ordering agency. Upon receipt of properly executed invoice and receiving report from the ordering agency, payment will be processed. If the original invoice and receiving report are received by the Invoice Clerk by 11:00 a.m. on Fridays, payment will be processed for the following second Monday. If the invoice totals \$25,000.00 or more, the attached SA&I Form 427 "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" must be filled out, notarized and attached to the original invoice. Only one (1) "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" is required per fiscal year (July 1 through June 30). A new "AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00" dated July 1 or later must be resubmitted at the beginning of each new fiscal year.

E Grounds for Rejection

Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

F Open Records

All bids received are subject to the Oklahoma Open Records Act, and as such, may be acquired and distributed by the County as requested.

TERMINATION

Subject to the provisions below, the contract award derived from this Invitation to Bid may be terminated by either party upon thirty (30) days advance written notice to the other party: but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

1. Termination of Convenience

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

2. Termination for Default

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3. Immediate Termination

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

BUSINESS RELATIONSHIP AFFIDAVIT

TO BE SUBMITTED WITH BID REQUIRING LABOR AND MATERIALS

STATE OF Oklahoma)
) S. S.
COUNTY OF Cleveland)

Steven Schmidt, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project is as follows:

NA none

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

NA none

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NA none

(If none of the business relationships hereinabove mentioned exist, Affiant should so state. Attach additional sheet if necessary.)

St Schmidt

Subscribed and sworn to before me this 19 day of June, 20 24.



Stacie Schmidt
(Notary Public, Clerk or Judge)

My Commission Expires: 5-28-29

SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2202:

The specifications provided for this bid are guidelines intended for the annual preventative maintenance of seven (7) Hydraulic Elevators and three (3) Traction Elevators for Cleveland County.

The Board of County Commissioners may accept any variation from these specifications if the changes are found to be in the best interest of the County. The intent of the Board of County Commissioners is to provide the best product or service available for the lowest price.

GENERAL:

The following outline specifications for this bid are not intended to mention every particular task or duty that is required for this project, but it is intended to provide description and basic requirements, where applicable, for various services. **The contractor shall include with their bid, a written proposal of all items proposed for this type of service. Each such proposal shall include a complete description of the proposed procedures, etc.**

Cleveland County reserves the right to reject any and all bids, to award the bid to other than the low proposal, to waive irregularities and/or formalities, and in general to make award in the manner as determined to be in the Board's best interest and its sole discretion.

Multiple year agreement for preventative maintenance of five (5) Hydraulic Elevators and three (3) Traction Elevators for Cleveland County. Bid term is effective from July 1, 2026 through June 30, 2027. The agreement will be renewable, upon mutual consent and approval of the Board of County Commissioners on an annual basis from July 1st through June 30th.

Monthly cost shall include preventative maintenance and QEI inspection fees for all elevators. Prices will be considered firm for the first three (3) years after contract execution; thereafter, price increases may be requested and negotiated between contractor and the Board of County Commissioner's.

NOTE:

An on-site inspection of current elevators is recommended, but not required. Please contact Marshall Britton , Building Maintenance Supervisor at (405) 366-0226 to make an appointment.

MINIMUM REQUIREMENTS:

- ♦ An executed Business Relationship Affidavit and Non-Collusion Affidavit are required from all bidders. (A Business Relationship Affidavit is included in these specifications.)
- ♦ Contractor will enclose with their sealed bid a list of all parts/maintenance covered and a list of all parts not covered under this maintenance contract.
- ♦ Repair parts discount from published list price for parts not specifically included in the specifications.
20 %
- ♦ Indicate published list name (and include a copy with your bid): American Elevator Solutions, LLC

SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2202 CONTINUED:

This quote is for a multiple year agreement for maintenance of elevators for Cleveland County. Bid term is effective from July 1, 2026 through June 30, 2027.

The agreement will be renewable, upon mutual consent and approval of the Board of County Commissioners on an annual basis from July 1st through June 30th each year.

SCOPE OF WORK

The intent of these provisions is to establish a firm price, for complete maintenance and repair, including inspections, adjustments, and replacement parts for the elevator equipment.

MANNER AND TIME OF CONDUCTING WORK:

The awarded vendor will provide the Cleveland County Building Maintenance Supervisor with a twelve (12) month schedule of dates for routine cleaning and maintenance for all Cleveland County locations:

Courthouse – 201 S Jones (5 elevators)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of stops</u>
TKE	Hydraulic	#1 West	5
TKE	Hydraulic	#4 north link	8
TKE	Hydraulic	#3 South link	8
TKE	Hydraulic	#2 West	5
Aarmor	Traction	#5 old courthouse	5

Election Board – 641 E Robinson and OSU Extension 631 E. Robinson (1 elevator)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of stops</u>
ESCO	Hydraulic	#1	2

Financial Building – 111 N. Peters (2 elevators)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of stops</u>
ThyssenKrupp	Traction	S	7
ThyssenKrupp	Traction	N	6

Arvest Building-210 & 212 E. Main (2 Elevators)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of Stops</u>
ThyssenKrupp	Hydraulic	E	2
ThyssenKrupp	Hydraulic	W	4

SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2202 CONTINUED:

SUBMITTALS:

The following items shall be submitted with your quote in order to be considered:

1. A copy of your Business License and the State of Oklahoma Certification number.
2. A list of at least four (4) owners of like equipment for whom your firm has provided maintenance services during the last three years shall be included with your quote. Please list the name, address, telephone number, contact person, and date of last service provided for each reference included.
3. Insurance and Workmen's Compensation is required.

ELEVATOR MAINTENANCE:

- a. Before submitting proposals for this work, each bidder will be held responsible to have examined the premises and satisfied himself as to the existing conditions under which they will be obligated to furnish maintenance and service, or that will in any manner effect the work under this contract. No allowance shall be made subsequently in this connection on behalf of the Contractor for any lack of examination, errors or negligence on his/her part.
- b. The Contractor shall within thirty (30) days of the date of the contract submit to the Building Maintenance Supervisor a written report on the overall status of every unit. The report should contain specific recommendations or repairs beyond the service contract to ensure the performance level of every unit.
- c. The Contractor shall provide and maintain at the job site a recommended maintenance program for each piece of equipment as published by the equipment manufacturer. Copies of the same will be provided to the Building Maintenance Supervisor.
- d. The Contractor shall furnish to the Building Maintenance Supervisor or designated person a written report upon completion of all service calls, overhauls, etc. detailing work performed, parts replaced, and recommendations for continuing preventive maintenance as outlined in this contract.**
- e. The Contractor shall provide and keep current for the use of the Building Maintenance Supervisor a complete maintenance manual. The manual shall include trouble shooting sections, lubrication charts, schematics, and list of parts and recommended preventive maintenance.
- f. The Contractor shall advise the Building Maintenance Supervisor of work outside the scope of this agreement (in writing) that needs to be done (i.e. defective or damaged wiring, power wiring renovation, alterations to improve system repairs beyond the Contractor's control or identification of items (obsolescence) which will require replacement in the near future.
- g. The awarded Contractor will be required to submit to the Building Maintenance Supervisor a comprehensive schedule for each site which details the services to be expected on each elevator and a proposed schedule which is to indicate which elevators are to be inspected/serviced and at what time.

- h. The Building Maintenance Supervisor will either approve the submitted schedule and procedures or direct the Contractor to revise or re-submit the schedule and procedures. These procedures are
- i. to list all the tasks necessary to properly inspect or service each elevator, the required tools and or supplies, and an approximate length of time to service each elevator.
- j. Routine maintenance inspections shall be conducted in a regular and systematic manner.
- k. The contractor shall examine periodically all safety devices and governors and perform annual safety test and 5-year safety test as set forth in the American Standard Safety Code for Elevators, A.N. S. I. A17.1, 1971.

ELEVATOR MAINTENANCE CONT.:

This Contract is for monthly examination, cleaning and lubrication as required and if conditions necessitate, repairing or replacing the following:

NOTE: IF MONTHLY MAINTENANCE IS NOT COMPLETED ON THE ELEVATORS, YOU WILL NOT BE PAID FOR THAT MONTH! (See line item "d" on page 9)

Hydraulic: Elevator pumping unit, including mechanical parts, packing, piston, drive motor, pumps, wires, valves, starters, contacts, relays, magnet frames, piping, seals hydraulic fluid and limit switches; with the exception of the cylinder containing the jack piston.

Basic services covered:

- Examine all safety devices and governors periodically.
- Check tensions of all hoisting cables and equalize same.
- Renew all cables when necessary to insure maintenance of adequate safety factor.
- Repair and/or replace door and gate operating equipment when necessary.
- Maintain proper lubrication of guide rails at all times.
- Renew guide shoe gibs as necessary.
- Furnish special lubricants, which are compounded for elevator equipment.
- Upon any preventative maintenance performed, a service ticket must be left with the Building Maintenance Supervisor to show what elevators were worked on that day.
- 24 hour monitoring of all elevators.
- **Awarded vendor shall keep inventory of (2) new call buttons and (6) new metal lock ring button halos in the mechanical room of the courthouse at all times for emergency's.**

ROLE OF CONTRACTOR:

In performance of the work herein, the Contractor shall act as an independent contractor and all of his agents and employees of this subcontractor shall be subject solely to the control, supervision and authority of the Contractor.

The contractor shall use trained elevator mechanics directly employed and supervised by his company. The contractor and maintenance personnel shall use all reasonable care to maintain the elevator equipment in proper and safe operating condition. Routine work required for the performance of the contract shall be performed during regular working hours of regular working days as established by the contractor and the Building Maintenance Supervisor.

All work to be performed Monday through Friday, 8:00 am to 4:00 pm (except scheduled holidays)

Prior to commencing monthly service work or trouble call work, contact Marshall Britton, Building Maintenance Supervisor at 405-366-0699.

No travel time will be paid; only time spent on the actual job working will be payable.

****The awarded contractor shall respond to trouble calls before the end of business workday.**

SPECIFICATIONS FOR CLEVELAND COUNTY BID #COM-2202 CONTINUED:

CONDITIONS AND REQUIREMENTS:

1. The work shall be performed in a proper workman like manner to the entire satisfaction of the Building Maintenance Supervisor.
2. The Contractor shall protect all adjacent work and shall make good any damage there to at their own expense.
3. The Contractor shall clean and maintain all equipment areas and shall remove from the premises all debris resulting from his/her operations.

The **awarded** contractor shall furnish the following permits and certificates of Insurance to be delivered after the bid award date.

- ◆ All permits as required by law.
- ◆ Certifications of Insurance: Liability Insurance, Workers' Compensation Insurance, in reasonable amounts. The Contractor shall name **Cleveland County** as an additional insured under said Public Liability Insurance

LIST EXCEPTIONS TO BID SPECIFICATIONS:

The Board of County Commissioners reserves the right to reject any and all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

Please fill in the following information:

Contact Person: Cody Rodriguez
Title: Regional Sales Director
Address: 1905 S. Harvard Ave, Oklahoma City, OK 73128
Telephone Number: 405-902-0366
Fax Number: _____

ELEVATOR MAINTENANCE PRICING

Maintenance contracts will be billed quarterly with each location billed separately.

Courthouse-201 S. Jones (5 elevators):

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of Stops</u>
TKE	Hydraulic	#1 West	5
TKE	Hydraulic	#4 North Link	8
TKE	Hydraulic	#3 South Link	8
TKE	Hydraulic	#2 West	5
Armor	Traction	#5 Old Courthouse	5

Quarterly Price for Courthouse Maintenance \$ 5,100.00 per Quarter

Election Board-641 E. Robinson and OSU Extension 631 E. Robinson (1 Elevator)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of Stops</u>
ESCO	Hydraulic	#1	5

Quarterly Price for Election Board Maintenance \$ 960.00 per Quarter

Financial Building-111 N. Peters (2 Elevators)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of Stops</u>
ThyssenKrupp	Traction	S	7
ThyssenKrupp	Traction	N	6

Quarterly Price for Financial Building Maintenance \$ 1,920.00 per Quarter

Arvest Building-210 & 212 E. Main (2 Elevators)

<u>Manufacturer</u>	<u>Type</u>	<u>Unit</u>	<u># of Stops</u>
ThyssenKrupp	Hydraulic	E	2
ThyssenKrupp	Hydraulic	W	4

Quarterly Price for Arvest Building Maintenance \$ 1,920.00 per Quarter

\$ 300.00

Hour rate, per person, for other maintenance and repair work not specifically included in the bid specifications during regular working hours.

20 %

Repair parts discount from published list price for parts not specifically included in the specifications. Indicate published list name (and include a copy with your bid): _____

Addendum #1

Project: #Bid-2202 Preventative Elevator Maintenance Agreement

Owner: Cleveland County

Date: May 28, 2026

1. The elevator at 631/641 E. Robinson (Election Board & OSU Extension) was described in the bid as an ESCO brand elevator. It is a Dover brand elevator.
2. There is an additional requirement for the specifications for this bid. The awarded company must accept service calls Monday-Friday from 8:00am to 5:00pm at no additional cost to the county.

Note: Please return addendum with bid to indicate you have received it.

Keri Lyles

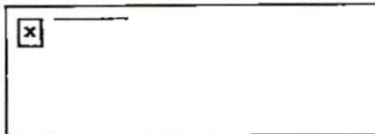
From: Cody Rodriguez <cody.rodriguez@myelevatorcompany.com>
Sent: Wednesday, July 8, 2026 4:26 PM
To: Keri Lyles
Subject: Re: contract on elevator change

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Keri,

We are good with the proposed changes.

Thanks,



Cody Rodriguez
Regional Sales Director
American Elevator Company

 405-902-0366
 cody.rodriguez@myelevatorcompany.com
 www.myelevatorcompany.com
 1905 S Harvard Ave, Oklahoma City, OK
73128

From: Keri Lyles <klyles@ClevelandCountyOK.com>
Sent: Wednesday, July 8, 2026 3:58 PM
To: Cody Rodriguez <cody.rodriguez@myelevatorcompany.com>
Subject: contract on elevator change

CAUTION: This email is not from Elevator Services. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Cody

Our assistant DA has requested that under the- Standard Terms for sales of Goods or Services: 7. – begin first sentence with "To the extent allowable by Oklahoma law
And strike 13.

If you agree I will need a letter stating the changes be allowable with signatures from your company

Please let me know ASAP I do have this set for Monday's approval. If you have any questions or concerns please give me a call

*Thank You,
Keri Lyles
Cleveland County Purchasing Agent
201 S. Jones, Ste. W240
Norman, OK 73069
(405)366-0224*

