

**SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID (BID # 10318)
APRIL 19, 2024 @ 10:30 AM
ELEVATOR MAINTENANCE
Location: Various Buildings**

NON-MANDATORY (but highly recommended)
PRE-BID CONFERENCE
AND SITE VISIT

APRIL 2, 2024 @ 10:30 AM
Physical Plant Department
Benjamin H. Kraft Building
515 James L. Hunt Street
Southern University
Baton Rouge Campus
Site Telephone No. 225-771-4741

DEADLINE TO SUBMIT INQUIRIES: APRIL 8, 2024 by 5:00 PM
SUBMIT INQUIRIES TO: Linda Antoine
Email: linda_antoine@subr.edu

DEADLINE TO RESPOND TO INQUIRIES APRIL 12, 2024 by 5:00 PM

Note: Responses to Inquiries/Addenda are pasted on LaPAC (LA Procurement Website)

LA State Procurement website:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

It is the responsibility of the vendor to check LAPAC for addenda.

DEADLINE TO SUBMIT BID: APRIL 19, 2024 @ 10:30 AM
SUBMIT BID TO: Linda Antoine, Director
Southern University Purchasing
Department-P. O. Box 9534 or
James L. Prestage Drive
J. S. Clark Adm. Bldg. Annex, 1stFloor
Baton Rouge, LA 70813
Telephone No. 225-771-2804 or 771-4580

**ADVERTISEMENT
REQUEST FOR BID
BID #10318
ELEVATOR MAINTENANCE
SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE
APRIL 19, 2024-10:30 AM**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, 8100 James L. Prestage Drive, J. S. Clark Administration Building Annex, South Entrance, First Floor East. Bidders are solely responsible for ensuring timely delivery of their bids. The Southern University Purchasing Department is not responsible for any delays caused by bidders' chosen means of delivery. Failure to meet the bid deadline submittal date and time shall result in rejection of bid.

**MAIL OR HAND-DELIVER BID TO PURCHASING DEPARTMENT NO
LATER THAN 10:30 AM-APRIL 19, 2024**

**None Mandatory, but recommended: Pre-Bid Conference & Site Visit: April 2, 2024 @
10:30 am**

**Site Visit Location: Physical Plant Department, Benjamin H. Kraft Building
515 James L. Hunt Street
(Southern University Campus)
Baton Rouge, La 70813**

Site Visit Telephone Contact Numbers: 225-771-4741

**Participants shall be in attendance by 10:30 a.m. and sign-in on sheet provided by
the Purchasing Department.**

Bidders shall visit the site and be familiarized with the local conditions under which the work is to be performed. No additional compensation will be granted because of unusual difficulties, which may be encountered in the execution of any portion of the work.

Inquiries will be accepted until April 8, 2024 by 5:00 p.m. Inquiries shall be submitted to Linda Antoine at linda_antoine@subr.edu

Responses to inquiries will be posted on LAPAC-LA State Procurement website by April 12, 2024 by 5:00 p.m.

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date.

Bidders shall include the following on envelope of choice: company's name, address, Louisiana contractor's license number, bid number, bid opening date and time.

Bids may be withdrawn by written, telegraphic fax notice or email and received at the address or email address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing

time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

ALL BID SPECIFICATIONS CAN BE OBTAINED BY ACCESSING THE LA STATE PROCUREMENT WEBSITE

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director of Purchasing at (225) 771-2800 or (225) 771-2804 or email to maryjane_spruel@subr.edu

The University reserves the right to reject all bids and to waive any informalities incidental thereto. Bids will be accepted only from contractors who are licensed under Louisiana R.S. 39:2150-2173 for the classification of: 72000000 Building and Construction, and Maintenance Services; 72101500 Building Support Services; 72131600 Commercial or Industrial Construction.

**SOUTHERN UNIVERSITY & A&M COLLEGE
AN EQUAL OPPORTUNITY EMPLOYER**

Linda A. Antoine, Director of Purchasing

DATES ADVERTISED:

MARCH 18 & MARCH 25, 2024

LIST OF BUILDINGS AND PRICE SHEETS

ATTACHMENT A (3 pages)

PRICE SHEET (Include prices per specifications)

Elevator Location & Maintenance

	Monthly Unit Price (12 months)	Total
1. Architecture East One (1) Passenger Schindler B – 0577 – GO – 1	\$ _____	_____
2. A.O. Williams One (1) ThyssenKrupp Elevator No. EH – 8552	_____	_____
One (1) ThyssenKrupp Elevator No. EH – 8553	_____	_____
3. August C. Blanks Hall One (1) Dover Model No. ED – 0618	_____	_____
4. A.W. Mumford Stadium One (1) Traction – Kone No. CTMO143686	_____	_____
One (1) Traction – Kone No. CTMO143687	_____	_____
5. A.W. Mumford Fieldhouse One (1) Schindler Passenger Elevator No. E3650 – 01	_____	_____
One (1) Schindler Passenger Elevator No. E3651 – 01	_____	_____
6. Boley Hall One (1) Hollister – Whitney Elevator No. A91522 – 3	_____	_____
One (1) Hollister – Whitney Elevator No. A91522 – 4	_____	_____
7. Camille Shade Hall One (1) ThyssenKrupp Elevator No. EJ – 1457	_____	_____
8. Dunn Hall One (1) United Freight Elevator No. H7244771	_____	_____
9. F.G. Clark Activity Center (Mini Dome) One (1) Carrier Lift Handicapped Lift No. 08005 – 01	_____	_____
One (1) ThyssenKrupp Elevator No. 8746	_____	_____
10. Grandison Hall One (1) Handicapped Lift No. 93 – 094	_____	_____
11. Health Research One (1) Passenger Dover No. E – 80343	_____	_____

21. Pinkie Thrift

One (1) Kone Elevator No. 99540

22. Rodney G. Higgins Hall

One (1) Otis Mfg. No. 451327

One (1) Otis Mfg. No. 451328

23. Smith Brown Union

One (1) Montgomery Unitrom Model No. CPH76860

24. T.H. Harris

One (1) Passenger Stratos No. 3016987

25. T.T. Allain Hall

One (1) Passenger Canton No. 3604519

26. Totty Hall

One (1) Dover Elevator No. EG - 7542

27. U.S. Jones Hall

One (1) Kone Passenger Elevator No. C6854

28. W.W. Stewart Hall

One (1) Esco Elevator No. C6854

29. Williams James Hall

One (1) MECO Elevator No. 02 - 5656

EC (Elevator Controls Mfg.

Note:

The Controller for the elevator was built by another Company other than EC.

30. T.H. Harris Annex

One (1) person Virtuoso Direct - Plunger Hydraulic Stage Lift

Model# Virtuoso 5460P

Serial# 201004424 01

120 Vac 13amp 60HZ

One (1) Schindler Elevator

X1PAS25H35

CAN/ CSA B44.1

ASIN/ ASME A17.5

ID# 321a/ 330A Wire Ways

ANNUAL COST \$ _____

COMPANY _____

Elevator

Maintenance and Repair Proposal

Southern University and A&M College at Baton Rouge

Fiscal Year 2024-2025

I. GENERAL

EEOC compliance. By submitting and signing this bid, bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans With Disabilities Act of 1990. Bidder agrees to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, 29:1673

Late payments; if any shall be paid in accordance with R.S. 39: 1695.

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

NON-MANDATORY (but highly recommended) PRE-BID CONFERENCE AND JOBSITE VISIT

- ***Date & Time: April 2, 2024 @ 10:30 am***
- ***Location: Southern University Physical Plant Department, Benjamin H. Kraft Building, 515 James L. Hunt Street, Baton Rouge, LA 70813***
Site Telephone No. 225-771-4741
- ***Deadline to submit inquiries: April 8, 2024 by 5:00 pm***
- ***Deadline for University to respond to inquiries: April 12, 2024 by 5:00 PM***

Vendor certifies that the products acquired under this contract presently meet all the Year 2024 compliance criteria specified by the state and as defined below:

- 1) All dates stored by the product on external media shall be stored in a standard date format that includes a 4 digit year representing century and year (CCYY).
- 2) The product will not end abnormally or give incorrect results during operation prior to, during, or after the year 2000 as a result of processing, storing, or displaying date data.
- 3) Any date calculation software provided by the vendor must produce correct results processing date data within and between the twentieth and twenty-first centuries. This would include any software provided for: computation of date range (time) periods, computation of future dates, leap year determinations .day-of-week determinations .day-of-year determinations, collating sequences used in sorts and merges, comparisons determining which date earlier or later, and any other usual manipulations of date data.

4) The term "product" as used herein refers to those goods or services supplied by the vendor under this contract. The vendor shall not be held responsible for errors introduced by failure of other products that may exchange data with vendor's product.

Notwithstanding any other provisions to the contrary regarding warranties or remedies for breach, the remedies available to the state shall include forthwith repair or replacement of any provided product whose non-compliance is discovered and reported by the state to the vendor.

NOTICE

Proposal, price sheets, verification of qualifications and engineering responsibility should be completely filled out with detail information requested of your bid may be rejected.

In accordance with R.S. 37:2163A contractor's license number must appear on the bid opening envelope on all projects in the amount of \$50,000 or more. All bids not in compliance with this requirement shall be automatically rejected and not read.

For any bid submitted in the amount of fifty thousand dollars or more, the contractor shall certify that he is licensed and show his license number on the bid and bid envelope.

In accordance with LA R.S. 37:2163.A, Contractor's license number in the appropriate classification(s) such as Specialty: Elevators, Dumbwaiters must appear on the bid opening envelope on all projects in the amount of \$50,000 or more.

In accordance with LA R.S. 37:2163, anyone objecting to the classification must send a certified letter brought to the attention of the Southern University Purchasing Department in writing to Linda Antoine at linda_antoine@subr.edu and the Louisiana State Licensing Board for Contractors. The letter must be received no later than ten (10) working days prior to the day on which bids are to be opened.

OSFM License

The Bidder and its mechanics shall be licensed by the Louisiana Office of State Fire Marshal (OSFM) in accordance with LA R.S. 40:1664.1 et seq. **The Bidder should include a copy of license for company and mechanics with their bid.** Failure to do so shall result in the rejection of their bid. Any questions regarding licensing should be directed to Louisiana Office of State Fire Marshal.

Definitions:

Campus, Owner, University or Department - **Southern University at Baton Rouge**

Vendor, Contractor, Company, Bidder

II CONTRACTOR'S DISCLOSURE

I (we) do hereby declare that I (we) have carefully examined the specifications and the contract documents, including all addenda, prepared by the project supervisor of this proposal and I (we) have a clear understanding of said documents and premises, and hereby propose to provide the necessary tools, machinery and apparatus along with other needs necessary to complete the work specified. We will provide all material, furnish all labor and services specified in the contract or called for in the contract documents including permits necessary for the completion of the project or work listed for the sum below.

I (we) also agree to follow requirements, sequence and frequency listed under "maintenance procedures".

If I (we) fail to follow these specifications and document the "maintenance procedures" with the owner or if there is any evidence of fraudulent documentation I (we), will without reservation, freely forfeit the contract along with any monies due from the date of such finding. All materials and labor will be left intact and I (we) will not seek any restitution.

I (we) have read the entire specifications and will not use oversight as an excuse for not fulfilling my (our) obligation.

Contractor: _____

By: _____

Print Name _____

Title: _____

Date: _____

Contractor's License No.: _____

III. SPECIFICATIONS FOR ELEVATOR/ESCLATOR MAINTENANCE

General:

Based on these specifications, bids shall be received by, **Southern University Purchasing Department**, for servicing the vertical transportation on the **Southern University at Baton Rouge Campus**, hereinafter denoted by the term "university", "department", "owner", "campus": The use of the word "vendor" or "contractor" shall be interpreted to be the firm or corporation who has been awarded a contract by the University. The successful bidder will be required to sign a contract with the University in strict accordance with these specifications for services which includes the contract document.

With the complexity of equipment and the liability exposure of today's vertical transportation it is necessary to not only provide top quality maintenance, but to also have a professional engineering group to verify the quality of material and safe operation of any wiring changes being used or integrated into the system. Also in the case of microprocessor equipment, the vendor shall have complete access to all software and diagnostic programs. Prior to award of the contract, the successful bidder shall demonstrate to the owner ability to comply with this section. For the protection of the owner, passengers and other related exposures connected to fulfillment of this contractual obligation, the bidder will include in this bid, monies for engaging licensed registered professional electrical engineer, with no less than five years experience in specifying elevator materials and verifying wiring changes.

*All changes are to be provided to **Southern University at Baton Rouge** via electronic disk. The name of the Licensed Registered Professional Electrical Engineer or private consulting group* and/or firm with a Licensed Registered Professional Electrical Engineer on staff committed by letter to this responsibility, along with their address and signature shall be provided in the space for the verification of this information under "engineering responsibility".*

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

Compliance with the latest edition of ASME A17. 1 Code with and including supplemental adoptions, will be required.

The state of Louisiana reserves the right to add or delete elevators as necessary.

*Licensed in the State of Louisiana

IV. SPECIAL CONDITIONS

The file number of this proposal should be referenced on all correspondence to **Southern University at Baton Rouge.**

It shall be specifically agreed and understood that the bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined by parties seventy-two (72) hours after the bid opening. Where any award is being considered, bidders shall comply with requests from division of administration or agency personnel to visit their facilities and/or furnish additional information in order to assist evaluating bids.

Bid prices must be firm for a period of sixty (60) days from the date of the bid opening to allow for evaluation if necessary.

If any problems occur or questions arise concerning the "original manufactures parts" or "equal" it shall be the responsibility of the contractor to provide such verification as may be requested by see "clarifications".

Termination for Cause:

Southern may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that Southern shall give the contractor written notice specifying the contractor's failure. If within fifteen (15) days after receipt of such notice, the contractor shall not have neither corrected such failure and thereafter proceeded diligently to complete such correction, then the state, may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the state to comply with the terms and conditions of this contract; provided that the contractor shall give the state written notice specifying the state's failure.

Termination for Convenience:

The state may terminate any contract entered into as a result of this bid at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The state of Louisiana reserves the right to cancel this contract with a thirty (30) day written notice.

TERM:

July 1, 2024-June 30, 2025 with the option to renew for an annual renewal period of two (2) additional twelve 12-month periods with same terms, conditions and pricing or any changes mutually agreed upon.

Fiscal Funding Clause:

In accordance with LA R.S. 39:1615 (c) and (e), any contract entered into by the State as a result of this RFP shall include the following Fiscal Funding Clause:

“The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 30 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.”

V. RECORDS

The contractor shall maintain a complete, orderly and chronological file, including drawings, parts lists specifications and copies of all prepared reports. A record of all callbacks and repairs shall be kept by the contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. A copy of the elevator/escalator maintenance log furnished with the contract must be filled out and forwarded to Southern University at Baton Rouge, monthly via E-Mail. The reports or trouble calls must be verified, signed and by approved Southern University Office Safety Department-Courtland Jackson, or the designated personnel by the using agency, which will retain a copy. All trouble calls (call backs and repairs) are indicated by a “call ticket” and signed by the contractor and the agency. A copy of these “call tickets” are to be forwarded to Southern University on a monthly basis.

Guarantee:

The contractor agrees to accept all of the equipment, (except as excluded by these specifications), on full maintenance, on the effective date of this contract, unless it is otherwise indicated by a detailed report, on each unit, and attached to his bid. It is also agreed that he will leave the units in First class operating condition and high performance when the contract is terminated.

The owner reserves the right from time to time to employ others to make such checks as they may deem necessary or advisable. When it is found that any of the unit(s) or vertical transportation is not up to proper standards, safety requirements or tests are not being performed as required by the current ASME code in the State of Louisiana, The Office of Risk Management may exercise any or all of its options as set forth in these specifications. If these demands are not promptly complied with, within fifteen (15) days after receipt of such notice, the State of Louisiana - , Division of Administration and specifically the Office of State Purchasing, may cancel this agreement and enter into an agreement with others to perform such work and deduct the total cost thereof from the contractors monthly charges for maintenance service. In the event the contract has been terminated or has expired, the owner will demand payment from the contractor or his bonding agent for the additional costs incurred.

Southern University at Baton Rouge reserves the right to act as sole agent in determining if service is satisfactory, including a determination of whether parts need replacing in accordance with ASME A17.1 code. The contractor’s failure to comply with the owner’s demands in this regard, within ten (10) days of mailing of a certified letter containing such demands, will constitute a circumstance under which the owner may immediately terminate the contract. The owner shall conduct, through the operational unit, periodic inspections to determine the status of individual elevators and/or escalators. This inspection shall be conducted in accordance with a uniform maintenance plan formulated by the Division of Administration. Results and reports of such inspection will be furnished to the contractor and the using agency.

Insurance:

Public liability insurance and workman's compensation shall be carried by the contractor and a certificate of insurance shall be furnished at least ten (10) days prior to the effective date of the contract.

Permits, Licenses, Laws and Taxes:

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana. The contractor shall include in his bid all applicable state, federal or other taxes required.

Contents of the signed agreement:

The purchase order and the bidder's specifications will be combined to form the complete contract when the award is made.

VI. INSTRUCTIONS TO BIDDERS:

A. Project:

Maintenance and repair of vertical transportation systems for Southern University at Baton Rouge.

B. Bids:

Proposals must be in accordance with these instructions in order to receive consideration.

C. Documents:

Documents include the bidding requirement, general, supplementary conditions, technical section, plus addenda which may be issued by the Southern University Director of Purchasing during the bidding period. See specifications for elevator maintenance page.

D. Examination of Documents and Site:

Bidders shall carefully examine the bidding documents and the sites to obtain first-hand knowledge of the scope and the conditions of the work. Each contractor, by submitting a proposal to perform any portion of the work, represents and warrants that he has examined the specifications and site of the work, and from his own investigation, has satisfied himself as to the scope, accessibility, nature and location of the work; character of the equipment and other facilities needed for the performance of the work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the work. No additional compensation will be allowed by the owner for failure of such contractor or sub-contractor to inform themselves as to the conditions affecting the work.

E. Interpretation of Documents:

If any person contemplating submitting a bid for the proposal contract is in doubt as to the meaning of any part of the specifications or other proposed contract documents, he may submit to the Southern University Purchasing Department by date of inquiry as stated on bid cover sheet. A written request for an interpretation or clarification is required. No alleged verbal interpretation or rulings will be held binding upon the owner.

F. Substitutions:

Conditions governing the submission of substitutions for specific materials, products, equipment, and processes are in the general conditions. Requests for substitutions shall be received on the inquiry deadline date and submitted to the Southern University Director of Purchasing.

G. Addenda:

Interpretations, clarifications, additions, deletions, and modifications to the documents during the bidding period will be issued in the form of addenda and a copy of such addenda will be mailed or posted on LaPAC-State of Louisiana Purchasing Website to each person who has been issued a set of the bidding documents. Addenda will be a part of the bidding documents and contract documents, and receipt of them should be acknowledged in the bid form. Addenda will not be issued within 72 hours days of the established bid date.

H. Preparation of Bids:

Prices quoted shall include all items of cost, expense, fees and charges incurred or arising out of the performance of the work to be performed under the contract. Any bid on other than the required form will be considered informal and may be rejected. Erasure or changes in the bid should be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected. Failure to submit all requested information will make the bid irregular and subject to rejection.

I. Submittal of Bids:

The “notarization” and “non-collusion affidavit” along with entire bid package should be completed and signed by each bidder and submitted with the bid. Submit bids by mail or in person prior to the time for receiving bids set forth in the “invitation of bid” to the (Southern University at Baton Rouge Purchasing Department to address provided)

VII. ELEVATOR MAINTENANCE

Contractor agrees to provide all material, furnish all labor and services specified in this contract including permits necessary for maintenance (where conditions warrant, adjust, lubricate, repair or replace the mechanical and electrical parts) of the type elevator(s) listed and related equipment located in the facility specified in accordance with the specifications annexed hereto.

All work is to be performed during regular working hours and on the regular working days of the elevator trade unless otherwise specified below:

Contractor, at its expense, shall, within ten (10) day from the commencement date of this contract, provide owner with a copy of its present maintenance check-list, for his approval, that shall sequentially follow the format of the specifications annexed to this agreement.

Contractor shall complete the aforementioned check list at the times provided in the specifications and regularly provide the owner and the Southern University Baton Rouge with copies thereof.

Notwithstanding anything herein to the contrary, it is expressly agreed and understood that at any time(s) during the term of this contract, owner shall have the right, but not the obligation, to employ, at its expense, a certified ASME elevator consultant to make periodic inspections of the elevator and related equipment (i.e., smoke detectors, emergency power switches) to determine if said equipment is, in consultant’s judgment, being maintained in accordance with the specification subject to this agreement. The contractor, at his own expense, may elect to have a representative present for these inspections. Should the owner’s consultant determine that the equipment is not being maintained in accordance with the aforementioned specifications, the contractor shall, at his own expense, correct all noted deficiencies with ten (10) calendar days. Should the contractor fail to correct the deficiencies in a timely manner, the owner shall

have the right to deduct the estimated cost for repairs from the contractor's normal monthly payment until such time as the deficiencies are corrected, or to unilaterally terminate the contract without penalty or liability by giving the contractor ten (10) days written notice by a certified letter. Any re-inspection as a result of the contractor's failure to maintain the equipment in accordance with the specifications shall be performed at the expense of the contractor. Payment for subsequent inspection shall be remitted to the Office of Risk Management payable to the inspector. Failure to remit timely payment will result in the cost being deducted from the contract.

Contractor has inspected all elevators and related equipment in the building specified and has found same to be in a proper working and satisfactory condition.

Contractor is satisfied that a governor and safety test was made on the Traction Elevators by the previous Elevator Contractor within the past twelve (12) months and therefore contractor assumes the liability for operation of the governor and safety devices of these elevators and throughout the term of this contract.

This contract does include twenty-four (24) hour emergency call-back service.

Contractor shall not be liable for loss or damage resulting from strikes, lockouts, fires, explosion, theft, floods, riots, war, malicious mischief, storms, acts of god or other similar or dissimilar cases beyond its control. Contractor assumes no liability for accidents to persons or property except those directly due to the negligent acts or omissions of contractor or his employees. Throughout the term of this contract, contractor shall at its cost maintain insurance and provide the owner with current certificates of insurance for limits of liability as follows:

A.) Workmen's compensation and employer's liability equal to or in excess of limits of workmen's compensation laws in the State of Louisiana

B.) Comprehensive liability for not less than \$1 million per occurrence, including bodily injury, liability, property damage liability

Automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage

Owner agrees that it will not permit others to make alterations, additions, repairs, replacements or adjustments to the equipment subject to this contract, unless contractor is notified by owner, prior to commencement. It is understood that contractor shall not assume possession or management of any part of the equipment. (The intent is to have the contractor awarded the bid perform the work, however, in the event that equipment has seemingly insolvable problem, the department at it's expense, reserves the right to have other competent contractor(s) examine and make reports .) In such case the service shall be terminated for that period of time.

VIII. MAINTENANCE AND REPLACEMENT PARTS

The following tests and parts lists are subject to check by **Southern University** or their designated representative. If parts are not available in type or number on each unit of vertical transportation covered by these specifications, then the contractor must document that these parts are on order and when they will be placed on the job and in the warehouse. Maximum delivery time for parts to be on the jobsite is one (1) weeks.

The maintenance contractor shall have available on request:

- 1.) Complete as built and up to date wiring diagrams. (All diagrams will be ordered by the University owner at the expense of the elevator contractor only). The cost shall not exceed \$200.00 for the first

page and \$25.00 for each additional page. The total cost cannot exceed \$500.00 per set. The diagrams must be delivered within 2 weeks unless an extension is granted by the department. (This only applies to elevators in which diagrams are not in the owner's possession.)

- 2.) Complete parts leaflets.
- 3.) Engineering data for all load reactions and safety devices.
- 4.) Parts and part numbers of stock listed under maintenance replacements parts to be stocked at the jobsite. Steel parts cabinet, wiring diagrams and maintenance replacement parts to be warehoused in the elevator machine room.
- 5.) When microprocessor control is utilized, the diagnostic tools shall be maintained on the job site. The tools shall be listed under verification of qualifications for the type equipment applicable to this requirement. Up to date and as built wiring diagrams and software are to be kept on the jobsite. Diagnostic tools will be the property of the contractor as will the maintenance and repair of such diagnostic tools.
- 6.) When the state owns the diagnostic tool, the elevator contractor shall maintain the diagnostic tool as part of the full maintenance contract. The contractor shall be responsible for parts, adjustments, calibration, labor, and repairs to the diagnostic tool.

Note: The current elevator maintenance provider will be responsible for any outstanding deficiencies on the inspection report. However, you should bid on the yearly maintenance only. Any deficiencies not completed by June 30 will be quoted on a separate request document.

Periodic Tests Required:

All tests required by current ASME A17. I must be made in the week of the date on which the test is due and shall be documented in writing to both by **Southern University and the elevator inspection company**. If this documentation is not received within four months after effective date of contract, monthly payment for maintenance shall be withheld until this report is received.

Cost Control:

Since the elevator shut-downs increase the cost of manpower and slow down the performance of their responsibilities, the scheduling of tests shall be requested via letter to the Owner.

- A. Examine periodically all safety devices and governors and conduct annually a no-load test, and every five (5) years perform a full-load, full-supped test of safety mechanisms, overhead speed governors, car and counterweight buffer. If the tests are due, such tests will be performed at the inception of this contract and thereafter within one week of these dates. Contractor shall be responsible for any elevator equipment damages caused during the performance of any tests. The car balance will be checked and the governor tested and, if required, the governor will be adjusted for proper tripping speed and sealed. Reports shall be submitted to **Southern University** within thirty (30) days for the date the test was made. The report shall include: machine number, manufacturer, type governor, condition, tripping speed, type safety, safety rope pull out, car slide, pull through force of governor, then the governor setting shall be sealed and tagged with date of test and name of the mechanic performing test. All tests will be performed in accordance with the current ASME A17. 1. All 5 year full load test must be witnessed by the state inspection service contractor.

B. When necessary renew guide rollers as required to insure a quiet operation.

C. Maintain in each building, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each elevator. This inventory shall include as a minimum, the following for each size and type used. Materials or parts to be used are to be genuine original manufacturer's renewal parts or equal to those furnished with the original installation. Contractor shall maintain an up to date inventory of all spare parts by part number in steel cabinets on the jobsite. The following are the list of parts to be stored on site for each type of elevator covered by these specifications:

01. Coils, minimum of one (1) for each type relay contractor used.
02. Contract; minimum of three (3) for each type used
03. Conductor; a supply for each type used.
04. Motor brushes; minimum of one set for each type used.
05. Supply of lubricants for each requirement.
06. Supply of fuses.
07. Interlock rollers and contacts; minimum of two (2) each.
08. Car and hoist-way door hanger rollers; minimum of two (2) each type.
09. Car and hoist-way door gibs, minimum of one (1) set each type.
10. Car and hoist-way door closer parts (springs, spirators, etc.)
11. Door operator belts, chains and brushes; minimum of one (1) set each type.
12. Door operator drive block, clutch rollers, and fingers; minimum of one (1) set each type.
13. Photo electric tube, minimum of one (1) each type.
14. Landing switch equipment and magnetic inductor; minimum of one (1) each type. To include microprocessor boards.
15. Solid state timers and printed circuit regulator board, minimum of one (1) each type.
16. Electronic car door safety edges, Saf-t-edge pivot arm assembly and switch; minimum of one (1) each type.
17. Signal fixture lamps; minimum of five (5) each type.
18. Selector cams and contact assembly; minimum of one (1) each type.
19. Brake contact; minimum of one (1) of each type.
20. Normal renewal parts peculiar to equipment covered by this specification.
21. *Supply of selector tapes to handle highest rise.
22. Roller guiles and gibes for car and counterweight.
23. *Power supplies and pre-amplifies for electronic proximity device.
24. *Car and hoist-way door shields.
25. *Car door electric eye photo cell replacement units.
26. Complete car door safety edge (mechanical).
27. *Transformers and rectifiers for all controller power supplies.
28. *Door operator motors for each type used.
29. *Door operator gear reduction units for each type used.
30. Controller and selector coils for each type used.
31. Component parts, including contracts, for each type switch.
32. Car and hall buttons, including electronic, with contacts for each type used.
33. *Hatch switch cams supports to handle highest rise.
34. Replacement relay for each type used.
35. *Selector drive motor.

36. *Geared machine brake shoe and lining assembly; minimum of one (1) set for each type.
37. Hydraulic jack packing, or seals, gasket, wiper ring, minimum of one (1) for each type used.
38. *Dash pot and thermal overloads; minimum of one (1) each type.
39. *Hydraulic valves parts, gaskets, "o" rings and hoses; minimum of one (1) for each type used. Valve includes relief, pilot, lowering, up and check valve, or any of the parts thereof.
40. *Bearings for each type used.
41. *Transformers and rectifiers for all controller power supplies.
42. *Hydraulic valve parts, gaskets, "o" rings and hoses; minimum of one (1) for each type used. Valve includes relief, pilot, lowering, up and check valve, or any of the parts thereof.
43. *Hydraulic fluid (1 10 gallons) as per original equipment manufacturer's lubrication specifications.
44. Microprocessor diagnostic tool (if microprocessor controlled)

*These parts may be warehoused at location near jobsite.

Following replacement parts are to be available and ready for immediate delivery to the building within twenty-four (24) hours: Seven days will be allowed to complete repairs.

1. Rotating elements for each type and size used
2. Stators for each type used
3. Brake coils for each type and size used
4. One complete set or step chains
5. One complete set of escalator tracks
6. One solid state power converter

Where any of the parts listed are not required, these may be deleted. The contractor hereby agrees to allow the facility's authorized person to visit the contractor's parts storage facilities before the effective date of this contract so as to make certain that the inventory is complete and in compliance with the terms set forth.

- D. Keep the exterior of the machinery and other parts of the equipment subject to rust, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- E. Only use lubricant furnished by the manufacturer of the equipment or those as recommended by the manufacturer.
- F. Maintenance parts to be furnished and installed or replaced. Contractor to warehouse and have available at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each elevator. This inventory shall include as a minimum, the following for each size and type used. Materials or parts to be used are to be genuine original manufacturer's renewal parts or equal to those furnished with the original installation. The contractor shall maintain an up-to-date inventory of all spare parts by part number in the warehouse or in steel cabinets on the job-site. The following are the list of parts to be kept in inventory

for each elevator covered by these specifications.

1. Coils, minimum of one for each type relay used
2. Contacts, minimum of three for each type used
3. Conductors; a supply for each type used
4. Supply of lubricants for each requirement
5. Motor and generator brushes; minimum of two sets for each type used.
6. Supply of each type fuses
7. Interlock rollers and contacts; minimum of two of each type
8. Car and hoist-way door hanger rollers; minimum of two of each type
9. Car and hoist-way door gibs; minimum of two of each type
10. Car and hoist-way door closer parts; springs; spirators, etc.
11. Door operator belts, chains and brushes; minimum of one set each type
12. Door operator drive block, clutch rollers, micro-switches, finders etc; minimum one of each type
13. Landing switches and magnetic inductor; minimum of one each type
14. Solid state timers and printed circuit regulator boards; minimum of one each type
15. Microprocessor and control boards where required; minimum one each type
16. Retractable safety arm pivot assembly and switch; minimum of one each type
17. Signal fixture lamps and indicator's; minimum of five each type
18. Normal renewal parts peculiar to equipment covered by this specification
19. Complete car door safety edge (Mechanical)
20. Roller guides for the car and counterweights: minimum of one set each type
21. Transformers and rectifiers for controller power supplies; minimum of one each type
22. Car and hail buttons with contacts for each type used; minimum of one each type
23. Replacement relay for each type used
24. Car door electric eye photo cell replacement units
25. Electronic door detector and infra-red sensors; minimum of one set
26. Power supplies and pre-amplifiers; minimum of one each type
27. Selector drive motor for each type used
28. Door operator motor for each type used
29. Supply of selector tapes and cables to handle highest rise
30. Hatch switch cams support to handle highest rise
31. Geared machine brake shoe and lining assembly: minimum of one set for each type
32. Dash pot and thermal overloads; minimum of one each type or each type used
33. Hydraulic jack packing or seal, gasket, wiping ruling; minimum of one each type
34. Thermal overloads; minimum of one each type
35. Hydraulic valves, pistons, springs, gasket/o-ring kit, solenoid needle and solenoid coil. Minimum of one set each type used
36. Hydraulic valve parts, gaskets and hoses; including relief valve, lowering, up and check valve or any parts thereof; minimum one set each type
37. Hydraulic fluid; minimum 50 gallons as per original equipment manufacturer's lubrication specifications

Maintenance Parts To Be Furnished And Installed Or Replaced:

- B. Elevator contractor shall furnish, replace, maintain, adjust, service and install when and as necessary, the following: Machine, motors, pumps, pump bearings, sheaves and sheave assemblies, controllers, selector, worm gears, thrust bearings, radial bearings, brake magnet, coils, brake shoes, brushes and brush holders, motor & generator windings, rotating elements, commutations, Armatures, over-speed governors, governor shafts and assemblies, governor jaws, gears, bearings, valves, packing glands, rotating elements, contacts, coils, generators, mechanical and electrical driving equipment, condensers, car and hoist-way wiring, controller wiring, auxiliary door closing devices, load weighing equipment and devices, car and counterweight frames, car safety mechanism, buffers, resistors for operating and motor circuits, machine room lighting, car lighting and transformers, car top lighting, pit lighting, car ventilation fan and fan motor, car emergency lighting, firefighters service phase I & II, dispatching systems, all lanterns, car travel lanterns, starters, indicators and control panels, relay panels, all relays, electrical contacts and coils, control and isolation transformers, rectifiers, shunts, wiring harness, leveling devices, slow down devices, operating devices, switches on the car and in the hoist-way, car door re-opening devices, top and bottom limit switches, push buttons, annunciators, elevator signal and accessory system circuitry, leveling vanes, jack seals, scavenger pumps, valve body solenoids, hoses, belts, all fuses, terminals, and connections, all car top operating devices, handicap signals, motor couplings, isolation pads, relay leads and wiring connectors, overload devices, corridor position indicators and car position indicators, signal chimes, alarm bell, signal lamps and indicators, hoist-way pushbuttons and indicators, timers, hoist-way limit switches, computer devices, switch and switch assemblies, electronic circuit boards and discreet solid state components, monitoring tachometers, two way communication devices, door operator motors, door safety edges, infra-red sensors, hoist cables and governor ropes, cable shackles, selector cables and tapes, travel cables, compensation cables, car and counterweight guile rails and brackets equipment guards and covers all sheaves and bearings magnet frames, leveling devices and sensors, cams, car and hoist-way door operating devices, interlocks and electric contacts, car and counterweight roller guides and slide guide assemblies.

The contractor shall furnish shaft and car light fixtures. The contractor shall furnish and replace signal system lamps. Re-lamping of light and signal fixtures shall be done at least once per month, but more often if required.

- G. Examine, adjust, repair and/or replace the following necessary equipment;
2-way communication devices, exhaust fans, cab lights, all parts for hall lanterns, starters indicator, firemen service, handicap signals and control panels installed and connected into the operating system by the elevator contractor.
- H. Annual Cleaning;
All wellways, hoist-way, cars and weights shall be cleaned once a year and documented in writing, listing the date each unit was cleaned.
- I. Check charts;
Check charts shall be placed in each machine room. (and must be kept current).
The date each item is checked must be entered in the block (not a check mark)

- J. The equipment room and elevator pits shall be kept cleaned and free of debris. Control cabinet doors are to be kept closed when not in use.

IX.

*******NOTARIZE THIS FORM*******

The successful vendor will be required to have this form notarized.

Engineering Responsibility

We will use the following licensed registered professional electrical engineer or private consulting group and/or firm with a licensed registered professional electrical engineer on staff which meets the criteria outlined in the specifications. This electrical engineer will be required to have his engineer's seal on all approved wiring, schematic and/or design changes.

Name of Engineering Group and/or Firm _____

Address _____

City of _____ State of _____

Signature: (Print) _____ (Sign) _____

Licensed Professional Electrical Engineer

Title _____

Registration Number: _____

Subscribed and sworn to, this _____ Day of _____ 20 _____

Notary ID # _____

Name of Engineering Group and/or Firm _____

Address _____

City of _____ State of _____

Signature: (Print) _____ (Sign) _____

Licensed Professional Electrical Engineer

Title _____

Registration Number: _____

Subscribed and sworn to, this _____ Day of _____ 20 _____

Notary ID # _____

The contractor's engineering department may make application with the Louisiana State Board of Professional Engineers, 10500 Coursey Blvd., Suite 107, Baton Rouge, LA 70818-4045.

The department understands there will be a waiting period of approximately 60 days to process this application.

X. AFFIDAVIT OF QUALIFICATIONS

In keeping with the specifications, the vendor has successfully maintained for a period of twelve (12) months within the past five (5) years the following elevator plants of the same type and control to those elevators specified in this bid. In lieu of the above, in qualifying with the specifications, the vendor may submit a list of full time journeyman mechanics which have successfully maintained elevator plants of the same type and control to those elevators specified in this bid together with a list of the plants, the number of elevators, the address of the elevator plans and the name and telephone number of a contact person at the location of the elevators in question. This information should be submitted with the bid. However, if not, the University reserves the right to request this information from the bidder(s). If requested, the contractor will have five (5) days to provide this information to the department. Failure to comply will be caused to reject the bid.

Building Name:

Address:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

We also have and own the following tools and written procedure designed specifically for programming and adjusting these elevators. List the tools and also the type of microprocessor applicable to this equipment.

1. _____

2. _____

3. _____

4. _____

Date _____

Print Name _____

Signature _____

Title _____

XI.

*******NOTARIZATION OF NON-COLLUSION AFFADAVIT*******

Successful bidder will be required to have the following form notarized.

Non-Collusion Affidavit

STATE OF _____

PARISH OF _____

_____, being first duty sworn, deposes and says that:

(1) He is (owner) (partner) (office) (representative) or (agent), of _____ the bidder that has submitted the attached bid:

(2) Such bid is genuine and is not a collusive or sham bid:

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties or interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, to fix any overhead, profit or cost element of the bid price or bid price of any bidder, or to secure through any advantage by using contacts through or any person interested in the proposed contract.

(4) The price or prices quoted in the attached bid are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties or interest, including this affidavit.

Subscribed and sworn to, this _____ Day of _____ 20____

Notary ID # _____

XII. CLARIFICATIONS

Maintenance:

A. The maintenance of vertical transportation covered by this contractual agreement shall include all parts, including replacements that have been modified or updated, all labor and the performance of all tests, along with the frequency of examinations as required here-in by these specifications unless specifically excluded.

B. Call backs will *NOT* include maintenance of car lights and exhaust fans. Items that fall in pit area are to be retrieved and turned into Security. These items will be maintained during regular visits.

Exclusions:

1. Hoist-way entrance frames and door panels.
2. Car enclosure.
3. Finishes.
4. Floor covering.
5. Underground hydraulic casting or buried pipes.
6. Smoke detectors, emergency power switches and other non-elevator controls. (All

equipment included in the elevator hoist-way and machine room related to the operation or function of emergency power and firemen's service, phase I and phase II, shall be part of the elevator contract. The point at which these devices are attached to the controller shall be the dividing line between the elevator contractor's responsibility and other contractors). Contractor on scheduled maintenance will schedule and allow other contractors in pit and hoist-ways to service or test non contract devices (i.e. smoke detectors, shunt trips, emergency generators, heat sensors, etc.) at no charge.

Or Equal:

Or Equal, shall be measured as identical replacement of part or component installed by the manufacturer or a part or component proven superior. In no case shall a part of component with smaller parts or horsepower be considered equal or will a part that requires any modification to existing equipment be acceptable unless the part is a modification recommended by the engineering department of the original manufacturer.

Vandalism:

Misuse of the term vandalism will not be accepted as extra cost to the owner. Vandalism shall be defined as the intent to destroy. Contractor shall immediately notify building owner or any misuse, abuse or accidental damage and document incident before owner accepts as extra cost. Contractors will not be responsible for misuse, abuse, or accidental damage by others.

Performance:

Performance shall be measured by that which was designed and built into the original installation. Eliminating the operations or shunting any circuits without written permission shall give the owner the right to terminate the contract.

Non-Performance:

1. If any vertical transportation is out of service for more than seven (7) days, (without permission in advance).
2. If a call is not answered in less than two hours for normal call-outs and ½ hour (30 minutes) for entrapments.

3. Any failure to perform regular inspections within two (2) days of schedule or falsifying records.
4. Failure to correct problems on the third call-back.
5. Failure to follow and document maintenance procedures and frequencies with the owner each trip.
6. Non-compliance with minimum performance standards. Failure to meet the preceding requirements shall give the owner the right to suspend payments for that period of time at regular monthly billing rates or terminate the contract.
7. Failure to submit monthly "call tickets", maintenance records and test reports to Southern University at Baton Rouge.

The owner reserves the right to have a consultant check and make a report on conditions as he finds them. If such conditions are not corrected by the next report, or the elevator contractor cannot furnish a valid reason for the delay, the owner reserves the right to employ another elevator contractor to complete the work. The accumulated costs of such expenditure will be billed to the contractor as a contractual obligation.

Callbacks:

Where overtime callbacks are included in the maintenance contract the elevator contractor may answer the call without obtaining authorization. Where overtime callbacks are excluded, the contractor must obtain an authorization from one of the persons listed below, otherwise the cost will not be approved nor will payment be made for unauthorized callbacks.

The following are persons who may approve answering an overtime callback.

- | | | |
|---|--|--|
| 1. <i>Courtland Jackson</i>
<i>Henry Thurman</i> | <i>Office # (225) 771-2481</i>
<i>Office # (225) 771-4741</i> | <i>or (225) 328-5974 Various Campus Bldgs.</i> |
|---|--|--|
-

- | | | |
|---|--------------------------------|--|
| 2. <i>Tracie Abraham, Lisa Hammond or</i>
<i>Derrick Lee</i> | <i>Office # (225) 771-3590</i> | <i>Residential Life/Dormitories &</i>
<i>Apartments</i> |
|---|--------------------------------|--|
-

- | | | |
|-------------------------|---|-------------------|
| 3. <i>Angela Gaines</i> | <i>Office # (225) 771-4931 or (225)316-2869</i> | <i>Law Center</i> |
|-------------------------|---|-------------------|
-

- | | | |
|-----------------------|----------------------------|-------------------------------|
| 4. <i>Danna Brown</i> | <i>Cell # 402-216-3061</i> | <i>College of Agriculture</i> |
|-----------------------|----------------------------|-------------------------------|
-

Nuisance Calls:

A nuisance call shall be defined as a call where the elevator shut-down was caused by a known or unknown source, and is out side of the scope of contract but the call is answered by the elevator personnel not knowing the cause. If time at the building is one (1) hour or less (to be documented by a person at the building), the cost is to be absorbed by the contractor. Any fraudulent documentation shall be cause for cancellation of the contract.

XIII. FREQUENCY OF REGULAR EXAMINATIONS

It is absolutely necessary to lubricate, adjust and check operation of all units of vertical transportation at regular intervals and anything less will place the contractor in default. A call-back must be entered in the records as just what it is and will not be listed as an inspection. Inspections will be made on schedule. A route sheet shall be furnished for Southern University at Baton Rouge and owner's record and follow-ups.

All inspections, cleaning and tests will be made at intervals as specified in the maintenance procedures:

Inspections shall be made within two (2) days of schedule.

Type Vertical Transportation	Frequency
Gearless Elevators	Weekly
Geared Elevators	Semi-Monthly
Hydraulic Elevators	Semi-Monthly
Cleaning of Hoist-ways	Each Year
Cleaning of Well-ways	Each Year
Tests current ASME A17. 1	As Required

Each visit to the building must be documented and signed (with printed name and signature), by the building representative. Invoices will not be paid until the above information is received (copies of your records, which include building representative's signature, with invoices will be satisfactory).

A repair which results in down time or not covered under this contract must be listed as just what it is and must be scheduled with the above office before proceeding.

A check sheet must be maintained in machine rooms marked with dates (not check marks). Obsolete parts must be certified by the manufacturer and approved by the department. If a part becomes obsolete during the period of the contract, it is the contractor's responsibility to replace the part and the owner's responsibility for expenses incurred to perform the modification, i.e. piping, electrical.

The contractor shall (upon request) provide proof of having and successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years. In lieu of the above, the contractor shall (upon request) submit a list of full time journeyman mechanics who have successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years as stipulated in the affidavit of qualifications. The contractor shall have at a minimum of one (1) mechanics and one (1) helper for each forty (40) elevators, under maintenance in the local area, for the State of Louisiana. Response time shall not require more than 2 hours arriving at the facility site.

Normal response time shall not be more than two (2) hours. In the event someone is trapped in an elevator (entrapment), the response time shall not be more than 30 minutes. Failure to meet these response times will be just cause for the cancellation of the contract.

It is understood that parts required to be maintained on the premises remain the property and responsibility of the contractor.

Whenever the documents refer to the state employing others to perform inspection services, they will be required to be a certified ASME inspector.

**XIV MINIMUM EQUIPMENT PERFORMANCE STANDARD PREVENTIVE MAINTENANCE
REQUIRED UNDER THIS CONTRACT**

Frequency of Inspection: Semi-Monthly

Each inspection must be signed by the owner's representative!

Hydraulic Passenger Elevators:

1. Specific Equipment Performance Standards:

A) Call-backs: Nominally 4 to possibly 6 per year, excluding nuisance calls.

2. Minimum expected periodic servicing, checking oiling, and adjustments:

A) Every two weeks: Ride the car and observe operation; correct any problems found.

B) Every 13 weeks: Check adjustment and operation of car doors and door operator - adjust if needed; check landing switches; check guide lubricators and lubricate.

C) Every 26 weeks: Clean and examine saf-t-edge, door guides and fastenings.

D) Every 52 weeks: Clean, oil and adjust all hoist-way doors, check all control switches, car and corridor stations. Check and make sure that all electrical connections are tight.

E) Other: Every five years consideration should be given to the need for oil filtration or replacement. If it is dirty, change the oil, you are being paid to maintain the equipment.

3. Doors and operation - Frequency of inspection and adjustment briefly covered above;

A) Car and hoist-way doors: Clean and lubricate track and hangers as needed. Check back-plate and hanger to door fastenings, relating devices to insure tightness. Check up-thrust adjustment and fastenings (normal 0.010" to track), should clearance exceed 0.035" it should be adjusted. Door relating cables should be taut enough that they will not sag in normal operation of opening and closing but provide some flexibility in door reversal to reduce the shock of reversal on the cable and fastenings. Doors interlock adjustment to be set to permit the latch to drop within 3/8" or less of full closure. Check contact setting for pressure and wipe. Bottom door guides should be fastened tight and replaced when panel may be moved in and out by 1/4" or more. Check and tighten non-vision or sight guards at each inspection. Car door contact should be adjusted to prevent the movement of the car unless the car

door is 2" or less from full closure.

B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.

C) Door operator: Check, lubricate and adjust quarterly. Where geared operators are used, gear oil level should be checked and the unit cleaned, flushed and refilled within every five years. Opening motion should be at designated speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Drag at this point can prevent full opening of the door and drop out of the opening relay preventing the door from closing. Closing time should be adjusted to the requirements of ASME A17.1 code, considering the weight and speed's effect on the kinetic energy developed. Closing adjustment should permit door reversal within travel of the saf-t-edge, as described above and without drift.

4. Control:

A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overloads and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

- B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Valve and power unit:

- A) Valve adjustment is only required when trouble is encountered with control contact and valve coil failures, and is the first area to check. Strainer should be checked on a quarterly basis, with oil level checked each visit. The condition of the oil, clarity, color and odor should be checked each year or in the event of excessive leveling and speed adjustment problems. Any evidence of moisture in the oil suggests replacement, clarity, a cloudy oil should be filtered and the filtering sequence repeated at least once several days later to make sure the residual oil in the cylinder circulates and is also filtered. Change in odor or color suggests that a chemical analysis is needed. Check the condition of belts and their tension on the power unit on a quarterly basis. In the event oil is discovered by seeping through the packing re-introduced, the contractor is to check for clarity.
- B) Motor: Check bearings for heating and lubrication every four weeks. Clean and blow out annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn and fire. It must be remembered that coils in motors that are in stock can get brittle and their insulation should be examined and restored as needed.

6. Cupped Equipment:

- A) Jack unit and piping: Plunger and guide bearing, packing gland, casing gasket, packing and piping system including valves should be checked quarterly and adjusted and repaired as required. It is understood that the casing, underground piping and un-accessible wall lines in wall and ceiling are not an obligation of the contractor.
- B) Cupped switches: Should be checked for contact pressure, wear and wipe, quarterly where involved in the landing of the elevator, annually for all safety equipment, such as, slowdown and limits.
- C) Guides and guide shoes: Should be checked monthly for lubrication, wear and condition. Oilers should be filled as required. Rails should be examined for possible scoring and redressed if necessary. If roller guides are used they should be checked and lubricated as necessary, if there are sign or wear, deterioration or rough surfaces, new rollers should be installed to replace those removed.
- D) Car and corridor stations: Should be opened up each year for cleaning and switches each examined for positive action, contact pressure, wipe and wear. All connections should be checked to see that they are tight.

XV. MAINTENANCE PROCEDURES

Minimum equipment performance standards and preventative maintenance required under this contract:

Frequency of inspection shall be as follows: Semi-Monthly

Each inspection must be signed by the owner's representative!

Geared passenger elevators:

1. Specific equipment performance standards

A) Call backs: Nominally 4 to possibly 6, excluding nuisance calls, per year average.

2. Minimum expected periodic service check, oil, or adjust:

A) Weekly: Ride each car, check operation and correct problems found.

B) Every two weeks: Observe operation of control, selector, machine, brake, motor, mg set, SCR or VVVF drives, clean and adjust as needed. Check lubrication of machine, motor, mg set, and overhead sheaves.

C) Every four weeks: Check lubrication of door operators and selectors.

D) Every 13 weeks: Check waiting times on corridor calls, test and record rectifier voltages of control supply, check adjustments and operation of car doors and door operator adjustment and check hoist-way doors. Check all hoist ropes, lubricate and adjust as required. Lubricate selector tapes or steel air cords and clean as needed.

E) Every 26 weeks: Lubricate (graphite/slip it) pushbutton guides, check overload relays and mark tripping time and date on tag and fasten to relay. Clean and examine electronic door detectors, roller guide shoes, lubricate, adjust and replace worn or damaged ones.

F) Every 52 weeks: Clean and check all control stations, car and corridor, clean and check hoist-way switches, controller's selectors including all electrical connections for tightness, burning or oxidation. Check all safety equipment to see that it operates freely and lubricate if needed. Full speed brake check, oil, and adjustment, check worm and gear clearance.

G) Other: Machine should be drained, flushed, and refilled each year and half, and the door operator gear case every 4 years.

3. Door and door operation: Frequency of inspection and adjustment shall be covered hereafter.

A) Car and hoist-way doors: Clean and lubricate track and hangers as needed. Check back-plate and hanger to door fastenings, and relating devices, to insure tightness. Check up-thrust adjustment and fastening (normal 0.010" to track), should clearance exceed 0.035 it should be readjusted. Check and

lubricate the door closing device, check fastening, set closing adjustment to permit the doors to close without power and without interfering with the action of the car door safety devices during door reversal. Door interlock adjustment should be set to permit the latch to drop within 3/8" but preferable less if full closure can be obtained. Check contact setting for pressure and contact wipe. Bottom door guides should be fastened tight and replaced when the panel may be moved in and out by 1/4" or ore. Check and tighten non-vision wings or sight guards at each inspection. Car door contact should prevent movement of the car unless the car door is 2" or less from being fully closed.

B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.

C) Door operator: Check, lubricate, and adjust quarterly. Where gear operators are used, gear oil level should be check and the unit cleaned and flushed and refilled with in five years. Opening motion should be at designed speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Closing time should be adjusted to limit kinetic energy to that specified by the current code, permit reversal with in travel and to avoid drift after the electronic car door safety devices has been activated.

4. Control:

A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing

relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overloads and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

- B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Machine Motors, and Motor Generator Sets:

- A) Machine should be checked every two weeks for oil leakage, throwing away the oil which as dripped from the worm gland (some oil leakage at the gland prevents galling the work shaft) check the work gear clearance at the time the brake is dismantled by turning the brake drum to see how far it may be moved before drive sheave moves. On machines which can be reset, gear or worm may have to be recalibrated which should be done on those machines where the movement is 1/2 to 1 .i.e. when clearance between worm and gear (normally 0.005") exceeds 0.075". Gear rock is virtually impossible to take out by recalibration and can only get worse. Also note when clearance can no longer be taken up, as we can no longer lower the gear, gear rock cannot be eliminated, and the replacement is inevitable. (worms and gears are not shelf times and require 3 to 6 months lead time). Clean, flush, and replace worm gear oil every 1-1/2 years, examine oil wiper between drive sheave and gear inside the machine to reduce oil seepage to drive sheave. Drive sheaves may be re-grooved but never so deep that the metal below the groove is less than 1/2". If there is any chance that cutting the groove might be getting close to the 1/2" minimum the sheave should be replaced.
- B) Machine Brake: Should be thoroughly cleaned, lubricated, and checked for freedom of operation, at least once a year. Since this requires dismantling for thorough inspection and lubrication, counterweights should be landed. The brake should be set to handle 125 % of full load and was so set at initial adjustment. To retain this setting compressed length of the brake springs should be measured before dismantling and restored in reassembly. This length should be checked periodically and the spring/springs readjusted as the shoes are brought closer to the brake pulley to compensate for brake lining wear. Lining should be replaced before wear reaches a point where the drum could be scored. Check operating armature and its guide for excessive wear to avoid erratic brake operation.
- C) Motor MG Set: Check bearings for heating and lubrication every two weeks, check brushes and commutators for wear and color. Care should be exercised in brush wear, brush pressure and the type brushes used. Using the wrong brushes, the wrong pressure and allowing brushes to get too short will cause excessive wear on the commutator bars and eventually require turning and undercutting. Clean and blow out the carbon buildup annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn out and fire. It must be remembered that coils in stock can get brittle and their insulation should be

examined and restored as needed.

6. Hoist-way Equipment:

- A) Car and corridor stations: Should be opened up each year for cleaning and the switches each examined for positive action, contact pressure, wear and wiper. All connections should be checked to see that they are tight.
- B) Hoist-way Switches: Should be checked for contact pressure, wear, and wiper, quarterly where involved in the landing of the elevator, annually for all safety equipment, slowdown and limits.
- C) Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required, with governor and its tension sheave lubricated each quarter, oil buffers should be checked for oil level yearly. Note: Should water level in pit rise above buffer reservoir, buffers should be drained, flushed, and refilled.
- D) Overhead Deflector Sheaves: Check lubrication and grooves annually, same stipulation to re-grooving and groove depth as for drive sheaves.
- E) Guide rails and roller guides: Should be cleaned annually, roller guides adjusted to rail where this is applicable, check guide oilers and refill as required where they are used. Should a safety have set for any reason, rail should be examined carefully for possible scoring and filed as needed.
- F) Cables: Should be examined every 13 weeks. Control cables for cover deterioration which may be corrected by re-taping unless the individual wire insulation is affected or major portions of the cable insulation are brittle. If wires are exposed the traveling conductors or control cables should be replaced. When re-taping a portion of a control cable, it should be done in such a manner that the ends of the tape do not become loose and hang down where they may become caught on an object in the hoist way. Guards or pads may be required to cover points which may cause traveling conductor abrasion. If this precaution is taken after your original survey an expensive replacement and time consuming repair might be avoided. Governor and hoist cables (hoist ropes) should be examined for breaks, particularly in the valley of the cable or rope which could indicate internal breakage and ultimate strand separation. Hoist cables (hoist ropes) may need cleaning and on occasion dressing with rope lubricant. Governor cables (governor ropes) should not be lubricated so as to assure consistent setting of the governor trip. If there is any sign of any deterioration of the governor rope, a new rope should be installed and the safety device tested to be certain that the new rope functions properly.

**XVI. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTIVE MAINTENANCE
REQUIRED UNDER THIS CONTRACT**

Other geared units:

Frequency of Inspections: Semi-Monthly

Each inspection to be signed for by the owner's representative!

1. Call-back standards: Nominally expected 4 per year to 8 excluding nuisance calls.
2. Minimum expected periodic servicing, checking and adjustments.
 - A) Every two weeks: Ride the car, observe operation of control, SCR/VVVG drives, machine, brake and motor. Clean and adjust as needed, check lubrication of machine and motor.
 - B) Every 13 weeks: Test and record rectifier-voltages of control supply, normal landing switches and door operator.
 - C) Every 26 weeks: Check governor and governor tail sheave lubrication, all cables, adjust and lubricate as required. Clean and examine saf-t-edge, guide shoes, lubricate and adjust as needed.
 - D) Every 52 weeks: Clean oil and adjust all door hangers, check all control switches in hatch, including car and corridor stations. Thoroughly check all control parts in machine room, brake, machine, check gear clearance. Make sure all electrical connections are tight.
 - E) Other: Machine should be drained, flushed and refilled every two years and the door operator every 4 years.
3. Doors and door operation: Frequency of inspections and adjustment shall be as herein before.
 - A) Car and Hoist-way Doors: Clean and lubricate tract and hangers as needed. Check back-plate and hanger to door fastenings, relating devices to insure tightness. Check up-thrust adjustment and fastening (nominal 0.010" to track), should clearance exceed 0.035 -it should be adjusted. Check tightness of relating devices. Doors interlock adjustment to be set to permit the latch to drop within 3/8" or less of full closure. Check contact setting for pressure and contact wipe. Bottom door guiles should be fastened tight and replaced when panel may be moved in and out by 1/4" or more. Check and tighten non-vision wings/sight guards at each inspection. Final latch cam and spring adjustment to be set to fully close the door to locking position when within 1" to 1-1/2" of full closure. Car door contact should be set to prevent car movement unless door is 2" or less from full closure.
 - B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.
 - C) Door operator: Check, lubricate, and adjust quarterly. Where gear operators are used, gear oil level should be check and the unit cleaned and flushed and refilled with in five years. Opening motion

should be at designed speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Closing time should be adjusted to limit kinetic energy to that specified by the current code, permit reversal within travel and to avoid drift after the electronic car door safety devices has been activated.

4. Control:

A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overloads and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Machines and Motors:

A) Machine: Should be checked every three weeks for oil leakage, throwing away oil which has dripped from worm gland (some oil seepage at the gland prevents galling worm shaft). Check worm and gear clearance at the time the brake is dismantled by turning the brake drum to see how far it may move before the drive sheave moves. On machines which can be reset, gear should be lowered when this movement exceeds 1/4" when the movement exceeds this value, gear or worm may have to be re-operated which should be done on those machines where the movement is 1/2" to 1" .i.e. when clearance between worm and gear (normally 0.005 ") exceeds 0.075" gear rock is virtually impossible to take out by reoperation and can only get worse. Also note when clearance can no longer be taken up as we can no longer lower the gear, gear rock and replacement is inevitable. (worms and gears are not shelf items and require 3 to 6 months lead time). Clean, flush and replace worm

gear oil every 1-1/2 years, examine oil wiper between drive sheave and gear inside the machine to reduce oil seepage to drive sheave. Drive sheaves may be re-grooved but never if the re-grooving will approach the depth of leaving less than 1/2" of solid metal below the groove.

B) Machine Brake: Should be thoroughly cleaned, lubricated and checked for freedom of operation, at least once a year. Since this requires dismantling for a thorough inspection and lubrication, counterweights should be landed. The brake should be set to handle 125 % of full load and was so set as initial adjustment. To retain this setting, compressed length of the brake springs should be measured before dismantling and restored in reassembly. This length should be checked periodically and spring/springs readjusted as the shoes are brought closer to the brake pulley to compensate for brake lining wear. Lining should be replaced before the wear reaches a point where the drum could be scored. Check operating armature and its guide for excessive wear to avoid erratic brake operation.

C) Motor MG Sets: Check bearings for heating and lubrication every two weeks. Care should be exercised in brush wear and the type brushes used. Blow the units out yearly, check insulation, and repaint with insulating varnish every three years. Dry and brittle insulation can result in a burn out and fire. It must be remembered that coils in stock can get brittle and their insulation should be examined and restored as needed. It must be remembered that a fire originating in the apparatus is your responsibility.

6. Hoist-way Equipment:

A) Hoist-way Switches: Should be checked for contact pressure, wear and wipe quarterly where involved in the landing of the elevator, annually for all safety equipment, slowdown and limits.

B) Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required, with governor and tension sheave lubricated each quarter, oil buffers should be checked for oil level yearly. Note: Should water level in pit rise above buffer reservoir, buffers should be drained, flushed and refilled.

C) Overhead and Deflector Sheaves: Check lubrication and grooves annually, same stipulation to re-grooving as groove depths for drive sheaves.

D) Guide rails and roller guides: Should be cleaned and checked annually, roller guides adjusted to rail where this is applicable. Check guide oilers and fill as required where they are used. Should a safety have set for any reason, rails should be examined carefully for possible scoring.

E) Car and Corridor Stations: Should be opened each year for cleaning and the switches each examined for positive action, contact pressure, wear and wipe. All connections should be checked to see that they are tight.

F) Cables: Should be examined every 13 weeks. Control cables for cover deterioration which may be corrected by re-taping unless the individual wire insulation is affected or major portions of the cable insulation are brittle. If wires are exposed the traveling conductors or control cables should be

replaced. When re-taping a portion of a control cable, it should be done in such a manner that the ends of the tape do not become loose and hang down where they may become caught on an object in the hoist way. Guards or pads may be required to cover points which may cause traveling conductor abrasion. If this precaution is taken after your original survey an expensive replacement and time consuming repair might be avoided. Governor and hoist cables (hoist ropes) should be examined for breaks, particularly in the valley of the cable or rope which could indicate internal breakage and ultimate strand separation. Hoist cables (hoist ropes) may need cleaning and on occasion dressing with rope lubricant. Governor cables (governor ropes) should not be lubricated so as to assure consistent setting of the governor trip. If there is any sign of any deterioration of the governor rope, a new rope should be installed and the safety device tested to be certain that the new rope functions properly.

XVII. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTATIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Frequency of Inspections : Monthly

Each inspection must be signed for by the owner's representative!

Hydraulic freight elevators, sidewalk lifts:

1. Call-backs: Nominally 4 to possible 6 per year average excluding nuisance calls.
2. Minimum expected periodic service, check and adjustment:
 - A) Every four weeks: Ride or move the unit while observing operation; adjusts as needed.
 - B) Every 13 weeks: Check freight doors and their operation and adjustment.
 - C) Every 52 weeks: Clean, oil and adjust all cupped doors, check control and control stations, make sure all electrical connections are tight. Check oil level and condition.
3. Freight Bi-Parting Doors: check at frequency established above. Interlocks should be set so that latch will prevent door opening of no greater than 3/4" at any point. Car gates should prevent movement of the car unless the gate is within 2" or less of full closure. Check guide fastenings and maintain at least 1/2" to 1 "of track engagement. The side play of the door should be maintained at a minimum to avoid racking.
4. A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic

check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overloads and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Valves and Power Unit: Valve adjustment is only required when trouble is encountered, with control contact and valve coil failures, the first areas to check are the contacts and relays in the circuitry of this function. Strainers should be checked on a quarterly basis, with oil level check at each visit. The condition of oil, clarity, color and odor should be checked every year, or in the event of speed and landing difficulty occurring frequently. Any evidence of moisture suggests replacement. When there is poor clarity or the oil is cloudy, it should be filtered and the filtering sequence should be repeated at least once, a week or two later, to make sure that the residual oil in the cylinder circulates and is also filtered. Change in odor or color, suggest that a chemical analysis is needed. Check the condition if belts (if any) on the power unit semi-annually. Should oil seeped through packing be reintroduced, it should be checked clarity.
6. Motor: Check bearings for heating and lubrication every four weeks. Clean and blow out annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn and fire. It must be remembered that coils in motors that are in stock can get brittle and their insulation should be examined and restored as needed.
7. Cupped Equipment:
 - A) Jack Unit and Piping: Plunger and guide bearings, packing gland, casing gasket, packing and piping system including valves should be checked semi-annually. Poor conditions and leaks should be corrected or repaired as needed. It is understood that the casing, underground piping, inaccessible wall lines in wall and ceiling are not the obligation of the contractor.
 - B) Guide Rails: Should be cleaned and checked annually. Check guide oilers (where they are used) and refill as required.
8. Lubricants: All lubricants utilized by the contractor shall comply with the original equipment manufacturer's recommended specifications.

XVIII. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTATIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Frequency of Inspections : Monthly

Each inspection must be signed for by the owner's representative!

HANDICAPPED LIFTS:

1. SPECIFIC EQUIPMENT PERFORMANCE STANDARDS:

a. Call Backs: Nominally 2 to possibly 3, excluding nuisance calls, per year average.

2. Minimum Expected Periodic Service Check, Oil, or Adjust:

a. Monthly: Contact the building manager or building representative and ask him if he has any comments on the performance of the Handicapped Lift equipment. Investigate any reports of a faulty operation. Ride each lift, observe operation of control, leveling, drive screw, drive race, motor, riding quality, car stop and start, door movement operation, and screw lubrication; correct problems found.

b. Every 13 Weeks: Check landing switches, check all control switches in the hatch, including car and corridor stations, floating platform switch, drive motor belts. Check guide lubricators and lubrication. Examine unit for looses parts, screws, bolts, pins, bearings, cams and rollers. Examine the trail cable for wear and alignment. Check operation of contacts and adjust or replace as necessary. Check car and hoist way doors.

c. Every 26 Weeks: Observe the operation of the car guides. Inspect that all retainers are in their proper location. Lubricate (graphite/slipit) pushbutton guides or key operated switches, check overload relays and mark tripping time and date on tag and fasten to relay. Clean pits.

d. Every 52 Weeks: Thoroughly check all control parts in the machine room. With the main line switch out, operate each contactor and relay by hand. See that rivets and screws are tight, air gap is not excessive and that there is no friction existing. Inspect hinge pins and stop plates replacing those which are worn. Examine shunts, replace those which are frayed or otherwise indicate they may soon break down. Examine all traveling cables. If there is evidence of wear due to rubbing against enclosures or the car platform, action must be taken to protect cables form further damage. Examine to be sure the travel cable does not strike the pit floor and that the loop travels throughout the hoistway without any twisting motion or interference. Make sure that all electrical connections are tight. Clean and check all control stations, car and corridor. Clean and check hoist way switches, controller, including all electrical connections for tightness, burning or oxidation, Check all safety equipment to see that it operates freely and lubricate if needed. Lubricate and adjust as necessary. Check drive motor belts and sheaves for alignment and wear. Perform all required safety tests.

3. Control:

a. Regular inspection and adjustment as outlined here in before. The effects of a control fault can most easily be detected for individual car operation by riding the unit and observing operation. At each scheduled controller inspection, check the operation of the relays in the controller panel during normal service. This can detect trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid failures of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequently operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction, they should be replaced. On occasion, pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing.

Proper values of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overloads and phase failure relays where they are used for checking adjustment and freedom of movement. A log of corrections and adjustment of each controller, studied at each scheduled inspection, can be a time saver in clearing troubles and preventive maintenance adjustment. The **Contractor** is advised that any burn out, including fire, which originates in his apparatus through its failure is his responsibility.

4. Hoist-way Equipment:
 - a. Car and corridor stations: Should be opened up each year for cleaning and each switches examined for positive action, contact pressure, wear and wipe, All connections should be checked to see that they are tight.
 - b. Hoist-way Switches: Should be checked for contact pressure, wear, and wipe, quarterly where involved in the landing of the Elevator, annually for all safety equipment, slow down and limits.
 - c. Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required..
 - d. Sheaves: Check lubrication and grooves annually.

XIX. SPECIAL PROVISIONS and REQUIREMENTS

1. Contractors Mechanic and Helper shall provide a total of sixteen (16) hours per week performing maintenance as required by the listed specifications.
2. Contractor shall provide elevator assistance Standby services for the University Graduations/Commencements conducted for Spring, Summer and Fall Semesters located at the Southern University F.G. Clark Activity Center. This service may be applied to the weekly maintenance requirements rather than applying maintenance for these particular days. An advanced calendar of graduation dates will forwarded to the Contractor for services
3. Included within this contract is Emergency Standby services for Southern University Football games located at A.W. Mumford Stadium and Field House. The university average home football games are between Four (4) and Six (6) per season. However, an average of Five (5) hours per game will be anticipated at each game.
Contractor will be required to arrive One (1) hour prior to the start of the football game.
4. Contractor shall provide to the university One (1) each mobile cellular phone for field operations and emergencies. Contractor shall include/provide mobile to mobile, minuets and text messaging
5. Contractor shall give a reasonable quote for work not in covered in contract, when needed.

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)
A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.

ATTACHMENT A (LIST OF BUILDINGS AND PRICE SHEETS)

END OF SPECIFICATIONS
ADDITIONAL GENERAL CONDITIONS ARE INCLUDED WITH BID PACKAGE

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

GENERAL TERMS & CONDITIONS

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, J. S. Clark Administration Building Annex, South Entrance, 1st Floor East or you may upload your bid along with pertinent documents until the date indicated for the following:

SOUTHERN UNIVERSITY AND A&M COLLEGE-BATON ROUGE

PROJECT: ELEVATOR MAINTENANCE

LOCATION: VARIOUS BUILDINGS ON BATON ROUGE CAMPUS

Bids should be mailed to:

Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:

Southern University
Purchasing Department
1st Floor East-James L. Prestage Drive
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Bids submitted are subject to provisions of but not limited to LA.R.S. 39:1551-1736 Purchasing Rules and Regulations; Executive Orders; the General Conditions; and Special Conditions; and Specifications listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions, which are in writing, sent to Linda A. Antoine, Director of Purchasing, will be considered as valid. Likewise, the University will only consider communication from bidders, signed and in writing, either by:

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

Bid containing no signature indicating intent to be bound

(1) Bid filled out in pencil

(2) Bid not submitted on University standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered. .

2. Envelope

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the *company's name, complete address, bid number, time and date of bid opening, and license number, if applicable.*

Bidder is responsible for means of delivery of bid. Louisiana Contractors License Number shall be placed on the outside of the envelope.

If you email your bid, the Louisiana Contractor's License shall be placed on the provided bid forms.

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering

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By signing bid, Bidders must comply with all requirements, where applicable.

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the exact product(s) specified in the IFB.

4. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

5. Bid Opening

Because of COVID 19 and the Governor's Executive Order to refrain from public bid openings. Results will be emailed.

6. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. In the event of extension errors, the unit price shall prevail.

7. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

8. Deliveries

Bids may be rejected if the delivery or completion time indicated is longer than that specified in the IFB.

9. Vendor Invoices

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30.

10. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

11. New Products

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

12. Contract Renewals, Multi-Year Contracts (if applicable)

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

13. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

By signing bid, Bidders must comply with all requirements, where applicable.

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14. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

15. Fiscal Funding Clause (Renewal Contracts Only)

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. E. With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

16. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

17. Order of Priority

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

18. Applicable Law

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

19. Certification of No Suspension or Debarment (\$25,000 or more)

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

Federal Funded Non-Federal Funded

20. E-VERIFY (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

21. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

22. Discriminatory Boycotts of Israel

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

23. Mutual Indemnification

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Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

24. Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

25. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance. United States Department of Labor website: www.dol.gov/esa**

Federal Funded Non-Federal Funded

26. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website. Businesses include minority and women.

27. Public Works Projects (R.S. 38:2227)

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

28. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

29. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 124b, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

30. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

By signing bid, Bidders must comply with all requirements, where applicable.

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31. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

32. Prosecution of Work

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

33. On-Campus Attendance Requirements (COVID-19)

The Center for Disease and Control (CDC) recommends social distancing and wearing of masks to prevent the spread of the Coronavirus (COVID19). Persons visiting Southern University are required to wear a mask/face covering and stay at least 6 feet between yourself and others, even when you wear a face covering.

34. Termination of the Contract for Convenience

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

35. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

36. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

37. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

38. Acceptance

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

39. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

40. Clean-Up

By signing bid, Bidders must comply with all requirements, where applicable.

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The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

41. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

42. Bonds

The University reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000

43. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

44. Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

45. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

46. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

47. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

48. Signature Authority

A CORPORATE RESOLUTION OR WRITTEN EVIDENCE OF THE AUTHORITY OF THE PERSON SIGNING THE BID FOR THE PUBLIC WORK AS PRESCRIBED BY LOUISIANA REVISED STATUTE 38:2212 (B)(5)

A copy of the applicable signature authority document/Board Resolution or LA Secretary of State Registration must be submitted with bid.

NOTES:

Where applicable, Contractor shall contact Louisiana One Call to notify of any underground utilities operators or facilities of your intent to dig or demolish. Any utilities damaged during construction shall be identified immediately of all identified existing utilities not identified in the plans/specifications.

All work shall be in accordance with plans, specifications and shall comply with applicable local and state building codes as well as all regulatory agency requirement and laws.

Contractor shall notify the Engineer and/or Architect of conflicts or discrepancies prior to start of work

By signing bid, Bidders must comply with all requirements, where applicable.

Bid Form#: SU 006

All work whether shown or implied, unless specially questioned shall be considered understood in all respects by the general contractor and who will be responsible for any misinterpretations thereof.

Owner shall provide water for cleaning operations from any fire hydrant at no cost to the contractor.

VENDOR'S INFORMATION

COMPANY _____

ADDRESS _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

LICENSE NUMBER _____

TAX ID NUMBER _____

SIGNATURE _____

PRINT NAME _____

INSURANCE REQUIREMENTS

Southern University and A&M College
Elevator Maintenance-Bid # 10318

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or

for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

Maritime (Jones Act and LHWCA) needed when work is performed over navigable bodies of water

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

**NOTE: SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE WITH SOUTHERN UNIVERSITY AS THE CERTIFICATE HOLDER
SOUTHERN UNIVERSITY AND A&M COLLEGE
PO BOX 9534
BATON ROUGE, LA 70813
225-771-4587**