

INVITATION TO BID



Bid Number: 232405 Elevator Maintenance Term Contract
Bids will be accepted until 9:30 A.M. on December 5, 2023
Bids Will Be Publicly Opened: at 10:00 A.M. on December 5, 2023
Bid Release Date: November 13, 2023

INSTRUCTION TO BIDDERS

- 1 Bids will be accepted until December 5, 2023 at 9:30 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806.
2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number.
3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last.
5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 27.
7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at www.sam.gov .

Signature of Authorized Bidder:
(Shall be signed and dated)

Company:
(Typed or printed)

Name, (Typed or Printed)

Address

City, State, Zip

Payment Terms:

Telephone No.

Email Address:

Fax No.

STANDARD TERMS AND CONDITIONS

- 1 Bid form.
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
 - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
 - B. Bid filled out in pencil;
 - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
 - D. Telegraphic or facsimile bids.
- 2 Receipt of Bids.
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 Bid Opening.
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 within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the BRCC Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 Withdrawal of Bids.
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 Standards of Quality.
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Any product must be ADA compliant. Unless otherwise specified in the solicitation, any manufacturer's name, trademark, brand name or catalog number used in the specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidders shall specify the brand and model number of the product offered in his Bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation. Objections to the specifications or bid conditions shall be filed in writing and received by the BRCC Purchasing Department at least five (5) days prior to the date of the bid opening.
- 6 New Products.
Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.
- 7 This term contract period is for 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for three additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 48 months.
- 8 Prices & Delivery.
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation prepaid by Bidder to destination and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.

Bids other than Platform Delivery F.O.B. destination may be rejected. Platform Delivery FOB Destination means the successful bidder shall deliver and unload purchased items to the dock of the designated point of receipt. All cartage,

drayage, packaging, handling, palletizing, etc. shall be included in the Bid price. Include a packaging list that includes the purchase order number with each shipment.

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

9 Taxes.

Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.

10 Award.

A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form. A vendor determined to be not responsible will not be eligible for future awards.

BRCC 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. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.

11 Invoices.

Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.

12 Purchase Order/Contract Cancellation for Cause.

BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- (1) Failure to deliver within the 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) Misrepresentation by the contractor;
- (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
- (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- (6) Any other breach of contract.

13 Termination of the Purchase Order/Contract for Convenience.

BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by 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.

14 Termination for Non-Appropriation of Funds

The continuance 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 if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 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.

15 Default of Contractor.

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

16 Order of Priority.

In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.

- 17 Applicable Law.
All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 18 Terms and Conditions.
This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.
- 19 Equal Opportunity.
By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.
- 20 Non-Exclusivity Clause.
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.
- 21 Scope of Work Inclusions.
Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.
- Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the required services.
- Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that BRCC's premises and items furnished are left in good order, clean and properly installed.
- 22 Purpose.
The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.
- 23 Insurance and Indemnity.
See Exhibit A
- 24 Pre-Bid Inspections.
Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid. 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 brought to the attention of the BRCC Purchasing Department personnel at least five (5) days prior to bid opening.
- 25 BRCC Inspection.
All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.
- In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC.
- 26 **IMPORTANT: 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 (and 1\$ or more if hazardous materials are involved). For any bid submitted in the amount of \$50,000 or more, the contractor shall certify that he is licensed and show his license number on the bid.**

License classification Building Construction and/or 7-72 Elevators, Dumbwaiters and Escalator.

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 ENVELOPE.

27. Signature Authority.
ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE.

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

28. It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

29. Materials & Workmanship.
It is the intent of these specifications to describe a complete system in satisfactory operating condition. The work will be installed in accordance with all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus required for the work will be new, of the quality specified, furnished, delivered, erected, connected and finished in every detail and will be so selected and arranged to fit properly in the building space. All work will be executed by competent workmen and in a thorough, substantial and workmanlike manner.

30. Experience Requirements.
The Contractor shall have a minimum of five years of service experience in commercial Elevator maintenance. **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 Engineers* with no less than five years' experience in specifying elevator materials and verifying wiring changes.**

The Contractor shall supply names of at least two (2) facilities where similar services have been successfully performed within the last five (5) years including the telephone numbers, person to contact for references

The contractor shall provide all maintenance schedules which will be reviewed by BRCC and revisions may be made at that time. Maintenance schedules shall be delivered to BRCC in a summarized, typed, electronic format and containing the following information: Work Request, Date Work Performed, Location, Problem, Corrective Action, and Current Status.

32. Bidder Inquiries.
An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant bid section. All inquiries must be received by **the close of business on November 28, 2023**. Only those inquiries received by the established deadline shall be considered by BRCC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this bid must be delivered by mail, express courier, e-mail, hand or fax to:

Bland Washington
Assistant Director of Purchasing
201 Community College Drive
Baton Rouge, LA 70806
E-mail: washingtonb@mybrcc.edu

An addendum will be issued and posted to the LAPAC website to address all viable inquiries received and any other changes or clarifications to the bid. No negotiations, decisions or actions shall be executed by any bidder as a result of any oral discussions with any BRCC employee or consultant. It is the bidder's responsibility to check the LAPAC website regularly for addenda that may be issued.

33. In accordance with LA Revised Statute 39:1602.1, for a contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

34. Federal Clauses, if applicable:

Anti-Kickback Clause – The contractor 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.

Clean Air Act – The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders and requirements issued under section 306 of the clean air act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

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)

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.

Anti-Lobbying and Debarment Act – The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

SPECIAL TERMS AND CONDITIONS

1 Contract Period.

This contract shall be effective for twelve (12) months from the date of award and at the option of Baton Rouge Community College and acceptance by the contractor, may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Contract is not to exceed thirty-six (36) months.

2 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 Maintenance Log furnished with the contract must be filled out then forwarded to the Office of State Buildings and the College-Facility Services monthly. The reports or trouble calls must be verified and signed by a person designated by the using agency, who will retain a copy. All trouble calls (call backs and repairs) are indicated by a “call ticket” and signed by the contractor and the College. A copy of these “call tickets” is to be forwarded to the Office of State Buildings monthly.

The Contractor shall maintain a website which will allow all records to be reviewed or downloaded, on a monthly basis, by the Office of State Buildings, the College and all parties requiring information concerning State owned elevators. Minimum requirements for information accessible on website shall be the name of building, preventative maintenance schedule, type of elevator, manufacturer, machine type, roping, year installed, contract speed, actual up and down, capacity, safety

type, governor type, control type, operation, stops, openings and a maintenance log showing all callbacks, repairs and routine maintenance and corrective measures taken to eliminate difficulties encountered. The website should be secured with a user I.D. and password. Vendor shall take all reasonable precautions to maintain the security of the site. The contractor on a monthly basis will send this report the Office of State Buildings and BRCC.

3 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 the same condition and with the same performance when the contract is terminated, as on the date the contract was made effective.

4 Inspection.

BRCC 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 units of vertical transportation are not up to proper standards, or that safety requirements or tests are not being performed as required by the current A.N.S.I. code of the State of Louisiana, the owner 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 College may cancel this agreement and enter into an agreement with others to perform such work and deduct the total cost thereof from the contractor's monthly charges for maintenance service. If 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.

5 Default of Contractor.

BRCC 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 contractors' failure to comply with the owner's demands in this regard, within ten (10) days of mailing 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. 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 BRCC.

6 Documents.

Documents include the bidding requirements, general, supplementary conditions, technical section, plus addenda which may be issued by the College during the bidding period. See Specifications for Elevator Maintenance page.

7 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 (project manual), or other proposed contract documents, he may submit to the College, not later than seven (7) working days prior to the date set for opening of bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an addendum duly issued. No alleged verbal interpretation or rulings will be held binding upon the owner.

8 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 delivered 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. If Addenda are issued within three (3) working days of the established bid date then the bid date will be changed.

SPECIFICATIONS FOR ELEVATOR MAINTENANCE

1 General.

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 Engineers* with no less than five years’ experience in specifying elevator materials and verifying wiring changes. All changes are to be provided to the Office of State Buildings and BRCC on diskette. The name of the Licensed Registered Professional Electrical Engineer, 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 BRCC, 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 A 17.1 Code with and including supplemental adoptions, will be required.

***Elevator Contractors must be licensed in the State of Louisiana.**

2 Project.
Maintenance and repair of vertical transportation systems for 3 Baton Rouge locations:

201Community College Drive	3250 N. Acadian Thruway E.	555 Julia Street
<u>BUILDING (# of elevators)</u> Governors (2) Louisiana (2) Parking Garage(2) Cypress (2) Magnolia(3) LCTCS (2)	<u>BUILDING (# of elevators)</u> Acadian (2)	<u>BUILDING(#of elevators)</u> Frazier (2)

3 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. Erasures or changes in the bid shall 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.

4 Contractor’s Disclosure.
I (we) do hereby declare that I (we) have carefully examined the specifications and the bid/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 bid/contract or called for in the bid/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.

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

Contractor: _____

By: _____

Title: _____

Date: _____

Contractor's License No.: _____ License classification Building Construction and/or 7-72 Elevators, Dumbwaiters and Escalator. 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 (and 1\$ or more if hazardous materials are involved).

For any bid submitted in the amount of \$50,000 or more, the contractor shall certify that he is licensed and show his license number on the bid.

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 ENVELOPE.)

We acknowledge the following addenda 1.____2.____3.____ 4.____

5 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.

This contract shall be effective December 10, 2023.

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

The Contractor at its expense, shall within ten (10) days from the commencement date of this contract, provide owner with a copy of its present maintenance checklist, 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 Office of State Buildings 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 ANSI elevator consultant to make periodic inspections of the elevator and related equipment (ie: 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.

The submittal of bid without exceptions means 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 BRCC buildings by EMR within the past twelve (12) months and therefore contractor assumes the liability for operation of the governor and safety devices of these elevators throughout the term of this contract.

This contract does not 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. Workman's Compensation and Employer's Liability – equal to or in excess of limits of Workman'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 college at its expense, reserves the right to have other competent contractor(s) examine and make repairs.) In such case, the service shall be terminated for that period of time.

6 Maintenance and Replacement Parts.

The following tests and parts lists are subject to check by the College 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 two (2) weeks.

The maintenance contractor shall have available on request:

A. Complete "as built" and up to date wiring diagrams. (All diagrams will be ordered by the 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 college. (This only applies to elevators in which diagrams are not in the owner's possession.)

B. Complete parts leaflets.

C. Engineering data for all load reactors and safety devices.

D. 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 shall be warehoused in the elevator machine room.

E. 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 well the maintenance and repair of such diagnostic tools.

F. 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.

Periodic Tests Required:

All tests required by current ASME Code A 17.1 must be made in the week of the date on which the test is due and shall be documented in writing to the Office of State Buildings. 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 elevator shut-downs increase the cost of manpower and slow down the performance of their responsibilities, the tests shall be scheduled by letter.

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-speed 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 the Office of State Buildings and the college 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 Code A17.1. **All 5 year full load tests must be witnessed by the State Inspection Service Contractor.**

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

C. The contractor shall maintain in warehouse nearby, within two (2) hours, 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 accurate

and up-to-date inventory with location identification of all spare parts by part item/serial number, manufacturer, and elevator in steel cabinets on the job-site. The following is 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. Motor and generator brushes; minimum of two sets for each type used.
5. Supply of lubricants for each requirement
6. Supply of each type fuses.
7. Interlock rollers and contacts; minimum of two (2) of each type.
8. Car and hoist way door hanger rollers; minimum of two (2) of each type.
9. Car and hoist way door gibs; minimum of two (2) of each type.
10. Car and hoist way door closer parts; springs; spirators, etc., minimum two (2) of each type
11. Door operator belts, chains and brushes; minimum of one (1) set each type.
12. Door operator drive block, clutch rollers, micro-switches, fingers etc; minimum one (1) of each type.
13. Photo electric tube, minimum of one (1) of each type
14. Landing switches and magnetic inductor; minimum of one (1) each type.
15. Solid state timers and printed circuit regulator boards; minimum of one (1) each type.
16. Microprocessor and control boards where required; minimum one (1) each type.
17. Saf-t-edge/Retractable safety arm pivot assembly and switch; minimum of one (1) each type.
18. Signal fixture lamps and indicator's; minimum of five (5) each type.
19. Selector cams and contact assembly; minimum of one (1) each type
20. Brake contact; minimum of one (1) of each type
21. Normal renewal parts peculiar to equipment covered by this specification.
22. *Supply of selector tapes to handle highest rise
23. Roller guides for the car and counterweights: minimum of one (1) set each type.
24. Power supplies and pre-amplifiers; minimum of one (1) each type.
25. *Car and hoist way door shields.
26. *Car door electric eye photo cell replacement units.
27. Complete car door safety edge. (Mechanical)
28. Transformers and rectifiers for controller power supplies; minimum of one (1) each type.
29. *Door operator motors for each type used.
30. *Door operator gear reduction units for each type used
31. Controller and selector coils for each type used.
32. Component parts, including contacts, for each type of switch
33. Car and hall buttons with contacts for each type used; minimum of one (1) each type.
34. Hatch switch cams support to handle highest rise.
35. Replacement relay for each type used.
36. Geared machine brake shoe and lining assembly; minimum of (1) set for each type
37. Electronic door detector and infra-red sensors; minimum of one (1) set.
38. Selector drive motor for each type used.
39. Hydraulic jack packing or seal, gasket, wiper ring; minimum of one (1) each type.
40. Dash pot and thermal overloads; minimum of one (1) each type.
41. Bearings for each type used.
42. Thermal overloads; minimum of one (1) each type.
43. Hydraulic valve parts, pistons, springs, gaskets, "o" ring kits, solenoid needle, solenoid coil, hoses, etc.; minimum of one (1) set for each type used. Valve includes relief, pilot, lowering, up and check valve, or any of the parts thereof.
44. Hydraulic fluid; minimum as per original equipment manufacturers lubrication specifications.
45. Microprocessor diagnostic tool (if microprocessor controlled)

The 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 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.

The contractor shall warehouse nearby, within two (2) hours, and have available at all times for immediate (within 2 hours) 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 accurate and up-to-date inventory with location identification of all spare parts by part item/serial number, manufacturer, and elevator in steel cabinets on the job-site. The following is 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. Motor and generator brushes; minimum of two sets for each type used.
5. Supply of lubricants for each requirement
6. Supply of each type fuses.
7. Interlock rollers and contacts; minimum of two (2) of each type.
8. Car and hoist way door hanger rollers; minimum of two (2) of each type.
9. Car and hoist way door gibs; minimum of two (2) of each type.
10. Car and hoist way door closer parts; springs; spirators, etc., minimum two (2) of each type
11. Door operator belts, chains and brushes; minimum of one (1) set each type.
12. Door operator drive block, clutch rollers, micro-switches, fingers etc; minimum one (1) of each type.
13. Photo electric tube, minimum of one (1) of each type
14. Landing switches and magnetic inductor; minimum of one (1) each type.
15. Solid state timers and printed circuit regulator boards; minimum of one (1) each type.
16. Microprocessor and control boards where required; minimum one (1) each type.
17. Saf-t-edge/Retractable safety arm pivot assembly and switch; minimum of one (1) each type.
18. Signal fixture lamps and indicator's; minimum of five (5) each type.
19. Selector cams and contact assembly; minimum of one (1) each type
20. Brake contact; minimum of one (1) of each type
21. Normal renewal parts peculiar to equipment covered by this specification.
22. *Supply of selector tapes to handle highest rise
23. Roller guides for the car and counterweights: minimum of one (1) set each type.
24. Power supplies and pre-amplifiers; minimum of one (1) each type.
25. *Car and hoist way door shields.
26. *Car door electric eye photo cell replacement units.
27. Complete car door safety edge. (Mechanical)
28. Transformers and rectifiers for controller power supplies; minimum of one (1) each type.
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31. Controller and selector coils for each type used.
32. Component parts, including contacts, for each type of switch
33. Car and hall buttons with contacts for each type used; minimum of one (1) each type.
34. Hatch switch cams support to handle highest rise.
35. Replacement relay for each type used.
36. Geared machine brake shoe and lining assembly; minimum of (1) set for each type
37. Electronic door detector and infra-red sensors; minimum of one (1) set.
38. Selector drive motor for each type used.
39. Hydraulic jack packing or seal, gasket, wiper ring; minimum of one (1) each type.
40. Dash pot and thermal overloads; minimum of one (1) each type.
41. Bearings for each type used.

42. Thermal overloads; minimum of one (1) each type.
43. Hydraulic valve parts, pistons, springs, gaskets, "o" ring kits, solenoid needle, solenoid coil, hoses, etc.; minimum of one (1) set for each type used. Valve includes relief, pilot, lowering, up and check valve, or any of the parts thereof.
44. Hydraulic fluid; minimum as per original equipment manufacturers lubrication specifications.
45. Microprocessor diagnostic tool (if microprocessor controlled)

Elevator contractor shall furnish, replace, maintain, adjust, service and install when and as necessary as part of the contract, the following: Machine bearings, motors, pumps, pump bearings, sheaves and sheave assemblies, controllers, selectors, worm gears, thrust bearings, radial bearings, brake magnet, coils, brake shoes, brushes and brush holders, motor & generator windings, rotating elements, commutators, commutations, armatures, overspeed 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, platform 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, hall 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, 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, 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 counter-weight guide rails and brackets, equipment guards and covers, all sheaves and bearings, magnet frames, leveling devices, cams, car and hoist way door hangers, door tracks and guides, door eccentrics, car and hoist way door gibs, door closures, car door 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. The Contractor shall also 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. Semi-Annual Cleaning: All steps, well ways, hoist ways, 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 should be clean and free of debris. Control cabinet doors are to be closed when not in use.

7 Notarization
The successful vendor will be required to have the following 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 _____
(Licensed Professional Electrical Engineer)

Title _____

Registration Number: _____

_____ Notary

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

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.

8 Affidavit of Qualifications.

In keeping with the specifications, the vendor shall demonstrate that he 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 complying with the specifications, the vendor may submit a list of fulltime journeyman mechanics who 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 plant 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 College 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 college. Failure to comply will be cause to reject the bid.

Building Name	Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

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 _____ Signed _____

By _____ Title _____

9 Non Collusion.

The successful bidder will be required to have the following form notarized:

Non-collusion Affidavit

State of _____

Parish of _____

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

(1) He is (owner) (partner) (officer) (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 of 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 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 BRCC 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 of interest, including this affidavit.

_____ Notary

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

10 Clarifications.

Maintenance:

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.

Call backs may include maintenance of car lights and exhaust fans.

Exclusions:

1. Hoist way entrance frames
2. Car enclosure.
3. Finishes.
4. Floor covering.
5. Underground hydraulic casing or buried pipes.
6. Escalator panels, decks, trim and skirts unless damage is caused by misalignment of steps.
7. 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 elevator electrical disconnect shall be the dividing line between the elevator contractor's responsibility and other contractors. In the event of an emergency or peripheral equipment failure of any equipment in the elevator shaft or pit, the elevator contractor shall provide elevator operation and shutdown services as part of this contract).

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 or 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 college 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 the building owner of any misuse, abuse or accidental damage and document incident before the 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 is determined to include the following:

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 callouts and 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.
7. Failure to submit monthly "call tickets", maintenance records and test reports to the Office of State Buildings

and BRCC.

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.

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. Environmental Health & Safety Director, 225.216.8283
2. Director of Facilities, 225.216.8201
3. Assistant Director of Facilities, 225-216-8319
4. Operations Manager, 225.216.8588

BRCC Facilities will provide any additional keys, devices, or access to allow the contractor to complete necessary tasks. If keys are provided they MUST be returned to the BRCC Facilities/Environmental Safety department within the same business day of receipt. Failure to return keys on the same business day may result in a fine to the vendor for these keys of at least \$5000.

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 outside 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.

11 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 callback must be entered in the records as just what it is and will not be listed as an inspection. Inspections will be made on a documented and set schedule. A route sheet will be furnished for owner's record and follow-ups.

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

A minimum of 12 to 24 hours prior notification is necessary if the established schedule is to be altered. Inspections shall be made within two (2) days of schedule.

<u>Type Vertical Transportation</u>	<u>Frequency</u>
Gearless Elevators	Weekly
Hydraulic Elevators	Semi-Monthly
Cleaning of Hoist ways	Each Year
Cleaning of Well ways	Each Year
Tests current ANSI A17.1	As Required

Failure of the contractor to adhere to this schedule may result in BRCC determining the contractor is not a responsible bidder. If the contractor is determined to be not a responsible bidder then the award/contract may be canceled and the bid may be re-awarded to the next lowest bidder that meets specifications.

Documentation of all preventative maintenance, inspections, services, repairs, replacements, etc. identified in this contract shall be provided for all BRCC elevators at all identified BRCC locations/buildings as per the above schedule, should such documentation not be provided BRCC may not pay the maintenance fees for that location for the month in which the elevator(s) were not inspected, serviced, tested, or had preventative maintenance provided and BRCC find the required may result in BRCC determining the contractor is not a responsible bidder.

Each visit to the building must be documented and signed by the building representative. Invoices will not be paid until the above information is received. (Note: Copies of records, including building representative's signature, with invoices, will be satisfactory.)

A repair which results in down time or is 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 each machine room marked with dates, not check marks.

Obsolete parts must be certified by the manufacturer and approved by the college. 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.

12 Proof of Past Performance.

The contractor shall (upon request) provide proof of having 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 a minimum of two (2) 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 to arrive on the site.

Normal response time to be no more than two (2) hours. However, in the event someone is trapped in an elevator, response time shall be no more than 30 minutes. Failure to meet these response times will be cause for cancellation of the contract.

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

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

13 Minimum Equipment Performance Standards and Preventive Maintenance.

Frequency of Inspection: Semi-Monthly. Each inspection, service, repair, replacement, preventative maintenance, etc. must be signed for 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 observing operation, adjust in tank with car at top.

B. Every 13 weeks: Check adjustment of car doors and door operator, adjust if needed, check landing switches, check guide lubricators and lubrication.

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: Annual 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 backplate 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 to prevent sagging during normal operation of opening and closing but provide some flexibility in door reversal to reduce the shock of reversal on the cable and fastenings. Door 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. Saf-t-edge: Device should be checked quarterly from freedom of movement to permit it 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 snagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 code requirement at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 code requirement.

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 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 adjustments as outlined in the above. The effects of control fault can most easily be detected from individually car operation by riding the unit and observing the 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. 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 the power off, testing contact pressure and wipe, as well as friction where relays appear to be 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 with the posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient, they should only be dressed if they have developed ridges, blisters or 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 over load and phase failure relays where they are used for 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 preventive 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.

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 quarterly. Should oil which seeped through the packing be re-introduced, check for clarity.

B. Motor: Check bearings for heating and lubrication every four weeks. Blow out yearly, 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 wiper, quarterly where involved in the landing of the elevator, annually for all safety equipment, 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 signs of 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 each switch examined for positive action, contact pressure, wiper and wear. All connections should be checked to see that they are tight.

14 Locations:

Mid City Campus, 201 Community College Drive, Baton Rouge, LA 70806

Acadian Site, 3250 North Acadian Thruway, Baton Rouge, LA70805

Frazier Site, 555 Julia Street, Baton Rouge, LA

15. JOBSITE INSPECTIONS.

JOBSITE INSPECTION IS RECOMMENDED BUT NOT REQUIRED. SEE SCHEDULE BELOW. ELEVATORS WILL ONLY BE AVAILABLE FOR INSPECTION AT THE DESIGNATED TIMES.

LOCATIONS AND TIMES:

MID CITY – November 21, 2023 at 9:00 am starting in the Governors Building, First Floor Elevator, 201 Community College Drive, Baton Rouge, LA 70806.

FRAZIER – November 21, 2023 at 1:00 p.m. Front/Main Entrance, Frazier Site, 555 Julia St, Baton Rouge, LA 70802

ACADIAN – November 21, 2023 at 2:00 p.m. Front/Main Entrance, Acadian Site, 3250 Acadian Thruway E, Baton Rouge, LA 70805

Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid. 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 brought to the attention of the BRCC Purchasing Department personnel prior to bid opening.

16. Stipulated Damages

If services are not in conformity or not performed within the requirements of these specification and/or the resulting contract, the Contractor agrees to pay stipulated damages.

For each occurrence of an elevator inspection not being performed as per the schedule listed in the specification, the Contractor may be charged \$100. The Contractor agrees to pay the sum of \$100.00 per elevator per departure from the inspection schedule at the request of BRCC. This is not a penalty, but stipulated damages.

Contractor agrees that the amount of stipulated damages will be deducted from payments for the work under this contract. The Contractor shall be liable for stipulated damages in excess of amounts due the Contractor under this contract.

BID FORM Baton Rouge Community College – (BID #) Elevator Maintenance Estimated term 12/10/2023-12/09/2024

Item Number	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	Mid City Campus Governors Building Dover EH8866, 25W176	12	Month		
2	Mid City Campus Governors Building Dover EH8867, 25W177	12	Month		
3	Mid City Louisiana Building Thyssen Krupp APY8040, EN3875	12	Month		
4	Mid City Louisiana Building Thyssen Krupp APY8040, EN3876	12	Month		
5	Mid City Parking Garage Otis AAA21241U, 27020326	12	Month		
6	Mid City Parking Garage Otis AAA21241U, 27020326	12	Month		
7	Mid City Cypress Building Shindler E2B217M, DC366-01	12	Month		
8	Mid City Cypress Building Shindler E2B217M, DC366-01	12	Month		
9	Mid City Magnolia Building Thyssen Krupp EP15030, EU0240	12	Month		
10	Mid City Magnolia Building Thyssen Krupp EP15030, EU0241	12	Month		
11	Mid City Magnolia Building Thyssen Krupp AP21540, EU0242, FREIGHT	12	Month		
12	Mid City LCTCS Building Otis 211	12	Month		
13	Mid City LCTCS SIS Building Thyssen Krupp 2978BN	12	Month		
14	Acadian Dover E48737	12	Month		
15	Acadian Thyssen Krupp EEM256	12	Month		
16	Frazier Dover E65331	12	Month		
17	Frazier Dover E65332	12	Month		
18	Overtime Extra – Annual Price of 10 hours of overtime call back service per hour	10	Hour		
	TOTAL BID PRICE:				

Emergency overtime, callbacks & repairs, hourly rate in excess of 10 hours. \$ _____/hour (Not used in bid evaluation/award process)

Signature of Authorized Bidder:
(Must be signed and dated)

Name of Bidder/Vendor:
(Typed or printed)

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTORS

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 \$1,000,000 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. 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 and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual 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 accident 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. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are 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 for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, 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 Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation 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. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not 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

- 1. 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 an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. 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 within 30 days.

E. VERIFICATION OF COVERAGE

- 1. 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 or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Baton Rouge Community College
201 Community College Drive
Baton Rouge, LA
Bid # or Project Name
- 3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, 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.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. 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.
2. 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. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.