

Invitation to Bid
Bid Number: 50012-571-25
Elevator Preventative Maintenance, Repair, and Emergency Services



Bid Release/Ad Run Date: June 3, 2024
Mandatory Pre-Bid Date: June 14, 2024 at 10:00AM
Deadline for Written Questions: June 24, 2024 by 5:00PM
Addenda sent to mandatory pre-bid attendees: June 27, 2024 by 5:00PM
Bid Submission Deadline/Opening Date: July 3, 2024 at 2:00PM

Louisiana Tech University
Purchasing Office
208 Keeny Circle, Room 408
Ruston, LA 71272

Elevator Preventative Maintenance, Repair and Emergency Services

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SECTION 1 - ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose and Scope of Work

The purpose for this Invitation to Bid (ITB) is to obtain competitive bids from qualified bidders who are interested in providing a full service Elevator Preventative Maintenance, Repair and Emergency Service Contract to Louisiana Tech University.

The scope of work for this Elevator Preventative Maintenance, Repair and Emergency Service Contract is to provide the maintenance and service requirements expected for all elevators and vertical lifts operated by Louisiana Tech University.

1.2 Definitions

Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

Contractor – Any person having a contract with a governmental body; for the purposes of this ITB, the Contractor is the “Elevator Maintenance Provider”

Discussions – For the purpose of this ITB presentation, a formal, structured means of conducting written or oral communications/preparations with responsible Bidders who submit bids in response to the ITB

EMP- Elevator Maintenance Provider

May – The term “may” denotes an advisory or permissible action

Must – The term “must” denotes mandatory requirements

ITB – Invitation to Bid

Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556 (24)

Should – The term “should” denotes desirable

University – Louisiana Tech University

1.3 Schedule of Events

- | | |
|--|-------------------------------|
| 1. Invitation to Bid documents provided to prospective bidders | June 3, 2024 |
| 2. Mandatory Pre-Bid Date | June 14, 2024 at 10:00AM |
| 3. Deadline for Written Questions | June 24, 2024 by 5:00PM |
| 4. Addenda sent to mandatory pre-bid attendees | June 27, 2024 by 5:00PM |
| 5. Deadline to receive bid packets/bid opening date | July 3, 2024 at 2:00PM |
| 6. Notice of intent to award to be mailed on or before | July 15, 2024 |
| 7. Contract initiation on or about | July 1, 2024 |

Note: Louisiana Tech University reserves the right to deviate from these dates, at its discretion.

1.4 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about July 1, 2024 and shall terminate twelve (12) months from the effective date (June 30, 2025). At the option of the University, upon acceptance by the Contractor (i.e., Elevator Maintenance Provider), contract may be extended for four (4) additional twelve (12) month periods at the costs indicated on the Pricing Schedule (Appendix "A"). No contract release order or purchase order against this contract shall have an initial date earlier than the date on which such contract is approved by the University.

1.5 Holiday Schedule

The below holidays are being provided for the benefit of the Elevator Maintenance Provider. While the EMP may choose to allow these holidays for certain employees, certain facets of this ITB will require staffing and services on holidays. These holidays are intended to allow the EMP to schedule and plan its staffing resources as well as apply the appropriate pricing for the ITB. Included herewith is a list of the scheduled University holidays during the term of this contract:

New Year's Eve	Good Friday	Thanksgiving Day
New Year's Day	Memorial Day	Christmas Eve
MLK Birthday	Independence Day	Christmas Day
Mardi Gras	Labor Day	

1.6 Bid Packet Submittal

All bid packets must be received by the Louisiana Tech University **no later than the date and time shown in the Schedule of Events in Section 1.3.**

Important – Clearly mark the outside of the envelope, box or package with the following information and format:

- **Bid Name: ELEVATOR PREVENTATIVE MAINTENANCE, REPAIR and EMERGENCY SERVICES**
- **Bid Number: 50012-571-25**
- **Bid Opening Date: July 3, 2024 at 2:00PM**

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location. Bids may be delivered to our post office box or our physical address:

Louisiana Tech University
Purchasing Department
P.O. Box 3157 Tech Station
Ruston, LA 71272

Louisiana Tech University
Purchasing Department
208 Keeny Circle, Room 408
Ruston, LA 71272

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Louisiana Tech University is not responsible for any delays caused by the Bidder's chosen means of delivery.

Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

BIDS SHALL BE OPENED PUBLICLY AND ONLY BIDDERS SUBMITTING BIDS SHALL BE IDENTIFIED ALOUD. BID PRICES WILL NOT BE READ ALOUD.

1.7 Bid Response Format

The contractor's bid shall be submitted in two parts:

Part I – The bid shall contain documentation evidencing the bidder's ability to comply and meet the requirements as set forth in this Invitation to Bid. Any such documentation should be cross referenced to the specific section number of this Invitation to Bid. Section 4 outlines the required information and documentation required for Part I of the bid packet.

Part II – Shall contain Cost Data as requested in Price Schedules (Appendix "A"), and all other completed appendices and requested documentation.

1.8 Facility Tours and Inquiry Periods

Facility Tours

Facility tours are available and encouraged for all potential Bidders. It is the responsibility of each Bidder to schedule a tour of the University facilities. Tours may be scheduled by contacting either Joe Peel or Doug Willis at 318-257-3267. It is highly recommended to schedule a tour as soon as possible as opposed to a last minute inquiry.

Each Bidder is solely responsible for a prudent and complete personal inspection, examination and assessment of the facilities and any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.

Bidder Inquiry Periods

An initial inquiry period is hereby firmly set for all interested Bidders to perform a detailed review of the bid. No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any University employee or University representative. Any inquiry or concern requiring a response must be submitted in writing to the University Purchasing Director. The Purchasing office should be contacted for submission information.

An addendum, if needed, will be issued by 5:00PM on June 27, 2024 to address any changes or clarifications to the bid packet. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Bidder as a result of any oral discussions with any University employee or University consultant.

1.9 Examination of Bid Documents:

Bidders shall carefully examine the bidding documents and the sites to obtain first-hand knowledge of the scope and the conditions of the work. The submittal of a bid means the Contractor has inspected all elevators and related equipment in the buildings specified and has found elevators to be in a proper working order and satisfactory condition. No additional compensation will be allowed by the owner for failure of such contractor or subcontractor to inform themselves as to the conditions affecting the work

1.10 Errors and Omissions in Bid

The University will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The University reserves the right to make corrections or clarifications due to patent errors identified in bids by the University or the Bidder. The University, at its option, has the right to request clarification or additional information from the Bidder.

1.11 Addenda, Changes, and Withdrawals

The University reserves the right to change the Schedule of Events in Section 1.3 or issue Addenda to the ITB at any time. The University also reserves the right to cancel or re-issue the ITB.

If the Bidder needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Bidder, cross-reference clearly to the relevant bid section, prior to the bid opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the bid.

1.12 Material in the ITB

Bids shall be based only on the material contained in the ITB. This includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the ITB.

1.13 Waiver of Administration Informalities

The University reserves the right, at its sole discretion, to waive administrative informalities contained in any bid.

1.14 Bid Rejection

The University reserves the right to accept or reject any or all bids submitted or to cancel this ITB if it is in the best interest of the University to do so.

In accordance with the provisions of R.S. 38:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a bid or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.15 Cost of Offer Preparation

The University is not liable for any costs incurred by prospective Bidders or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the bid, and any other expenses incurred by the Bidder in responding to the ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by Louisiana Tech University.

1.16 Ownership of Bid

All materials (paper content only) submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All bids submitted will be retained by the University and not returned to Bidders. Any copyrighted materials in the response are not transferred to the University.

1.17 Non-Negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.18 Permits, Licenses, 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. Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included with the Bidder's cost.

1.19 Bid Validity

All bids shall be considered valid for acceptance until such time an award is made. However, the University reserves the right to reject a bid if the Bidder's response is unacceptable and the Bidder is unwilling to extend the validity of its bid.

1.20 Prime Contractor Responsibilities

The selected Bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides the services. The University shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this ITB. This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a bid in response to this ITB, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the University urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the University Physical Plant Director.

Information required of the prime contractor under the terms of this ITB, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.22 Substitution of Personnel

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be

acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

1.23 Acceptance of Bid Content

The mandatory ITB requirements shall become contractual obligations if a contract ensues. Failure of the successful Bidders to accept these obligations shall result in the rejection of the bid.

1.24 Contract Award Execution

The University reserves the right to enter into an Agreement without further discussion of the bid based on the initial offers received.

The ITB, and any addendums, the bid of the selected Facility Maintenance Provider will become part of any contract initiated by the University.

In no event is a Bidder to submit their standard contract terms and conditions as a response to this ITB.

If for any reason the Bidder selected by the University and awarded the Contract does not agree to a contract, that bid shall be rejected and the University will select another Bidder.

1.25 Notice of Intent to Award

Upon review and approval of the evaluation committee and agency recommendation for award, the Louisiana Tech University will issue a Notice of Intent to Award letter to the apparent successful Bidder. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events in Section 1.3. If this date is not met through no fault of the University, the University may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Bidder.

The Purchase Order and the Contractor's specifications will be combined to form the complete contract when the award is made.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with R.S. 39:1671, to the University Purchasing Director, within fourteen (14) days of the award/intent to award.

1.26 Insurance Requirements

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. The limits of such insurance shall be as follows and shall be from a company licensed to do business in the State of Louisiana.

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 \$1 million per occurrence for bodily injury and property damage.

Workman's Compensation and Employer's Liability – equal to or in excess of limits of Workman's Compensation laws in the State of Louisiana.

Contractor shall furnish the University with certificates of insurance affecting coverage(s) required by the ITB (see Appendix "B"). 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 University before work commences. The University reserves the right to require complete certified copies of all required policies, at any time.

1.27 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor. (See Appendix "D")

1.28 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the University.

Contractor will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) University's unauthorized modification or alteration of a Product, Material, or Service; (ii) University's use of the Product, Material, or Service in combination with other products, materials, or service not furnished by the Contractor; (iii) University's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University's exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.**

Unless otherwise specifically enumerated herein mutually agree between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.29 Performance Bond

The successful Bidder shall be required to provide a performance (surety) bond in the amount equal to the total contract price for the first year of the contract, and renewed every 12 months during the contract term to insure the successful performance under the terms and conditions of the contract negotiated between the successful Bidder and the University. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S.

Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

1.30 Fidelity Bond Requirements

See Fidelity Bond Requirements, Appendix "E".

1.31 Payment for Services

Upon receipt of notification of the intent by Louisiana Tech University to award the contract, the contractor shall coordinate with the University to make arrangements for the receipt of payment.

The contractor will be required to submit an itemized monthly invoice, comprised of 1/12 of the annual total price stated in the Pricing Schedule (Appendix "A"), to the Director of the Louisiana Tech University Physical Plant at the following address:

Louisiana Tech University
Physical Plant
P.O. Box 10288
Tech Station
Ruston, LA 71272

Monthly payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency.

All invoices must list the following information: the contract purchase order number, dates of services performed, building name and elevator number if applicable, a brief explanation of repair including any parts replaced. Invoices submitted without the requested documentation will not be approved for payment until the required information is provided.

Any elevator maintenance issue and or deficiency that is unresolved and the elevator contractor cannot document a valid reason for the delay, the owner reserves the right to assess a financial penalty against the Maintenance Provider's monthly payment request until the deficiency is corrected. If such conditions are not corrected within 60 days the owner reserves the right to employ another elevator contractor to complete the work. The resulting costs of such expenditures will be billed to the contractor as a contractual obligation.

1.32 Termination of Contract for Cause

University may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to the agreement, provided that the University 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Agreement 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 failure of the University to comply with the terms and conditions of this agreement, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

1.33 Termination of Contract for Convenience

The University may terminate this Agreement at any time by giving thirty (30) days written notice to 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.

1.34 Termination of Contract Due to Default of Contractor

Failure to provide requested service within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all 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.

1.35 Contract Continuance

The continuance of this 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 exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide sufficient 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

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the University Physical Plant Director.

1.37 No Guarantee of Quantities

The quantities referenced in the ITB are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by Louisiana Tech University to increase or decrease the amount, at the unit prices stated in the bid. Neither the University nor Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of State Civil Service, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5)

years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record of Ownership

All records, reports, documents, or other material related to any contract resulting from this ITB and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the ITB and/or the Contractor's Bid, the inconsistency shall be resolved by giving precedence, first to the final contract, then to the ITB and subsequent addenda (if any) and finally, the Contractor's Bid.

1.43 Contract Changes

No additional charges, enhancements, or modifications to any contract resulting from this ITB shall be made without the prior approval of the University Physical Plant Director.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Governing Law

All activities associated with this ITB process shall be interpreted under Louisiana Law. All bids and contracts submitted are subject to provision of the laws of the state of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this ITB.

1.45 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

1.46 Bidder's Certification of OMB A-133 Compliance

Certification of no suspension or debarment: By signing and submitting any bid for \$100,000 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 OMB Circular A-133.

1.47 Renewal Periods

If the option for renewal is exercised by the University, the Contractor shall agree that the prices for the renewal period remain unchanged.

1.48 Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory

obligations when applicable shall be grounds for termination of this contract.

1.49 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.50 Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E. O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

1.51 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.

1.52 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

1.53 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.

SECTION 2 - SCOPE OF REQUIRED SERVICES

2.1 General Requirements:

The scope of services contained within this ITB both outline and define the various requirements for Bidders to provide maintenance and repair for the elevators identified. These services are broad and comprehensive in nature; the Contractor will be responsible for all corrective maintenance scheduled or unscheduled **(including pre-existing conditions)** and repair services along with their associated costs.

The Office of Risk Management provides elevator inspection reports for all University elevators. It is the responsibility of each Contractor to obtain and review all inspection reports from the University (see Section 6: Facility Addresses) for the most current elevator inspections and contractor deficiencies.

The Contractor will also be responsible for all costs (management, labor, materials, travel, etc.) associated with the preventive/scheduled maintenance (including but not limited to maintenance certifications, inspections, tests, etc.). The Contractor shall develop and implement an effective, consistent and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management and safety. This PM program will be submitted to and approved by Louisiana Tech University. The University will monitor the performance of the Contractor's PM program on a regular basis. All planned preventive maintenance work performed under these specifications shall be performed during regular working hours on regular working days, 7:30am to 4:00pm Monday thru Friday.

Through the duration of this contract, the University reserves the right to add or delete buildings or services and or modify the regular working hours schedule stated in this ITB as deemed necessary.

The Contractor shall furnish all labor, personnel, parts, materials, test equipment (including proprietary test equipment), tools, mileage and services in conformance with the specifications within this ITB. The Contractor must meet all requirements within this ITB. Any bid not meeting these requirements may be considered deficient.

The Contractor's employees and representatives shall wear a standard company uniform that clearly identifies the individual as an employee of the Contractor. Uniforms shall be clean, consistent in appearance, and have the Contractor's name or logo displayed both prominently and clearly.

2.2 Contractor Qualifications

The following qualifications shall be considered the minimum standard for a Contractor to be considered as qualified to provide the services listed herein. Their complete fulfillment shall be an absolute requirement for a Contractor to be considered responsive.

The Contractor and their managing staff shall demonstrate that it has been actively and normally engaged, for at a minimum of the past 5 years in the maintenance, service, repair and replacement of materials and equipment in elevators of a similar manufacturer, capacity and control system as those covered by this ITB. List specific references for (3) three contacts, showing company name and the names of their representatives in which such elevators are being maintained.

The Contractor and their managing staff shall demonstrate that it has available, under its direct employment and supervision, the necessary personnel to properly fulfill all the services and conditions required under this specification.

The Contractor and their managing staff shall use only skilled, competent, trained elevator personnel. See Section 4 for documentation required for verification of technician qualifications.

If, during the term of the contract, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid. Under no condition will any work specified herein be subcontracted without Louisiana Tech University prior written approval.

All Contractors 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.*, in order to perform any and all necessary/required work, including repairs and/or maintenance on any and all Elevators within the State of Louisiana. A copy of the license should be provided with your bid. Any bidder who fails to include a copy of the license with their bid must provide a copy within ten (10) business days of a written request. Failure to comply shall result in the rejection of your bid.

2.3 Specifications

The required services include but are not limited to the following:

- A. The work to be performed by the Contractor under the specifications listed herein shall consist of furnishing all necessary supplies, materials, parts, tools, proprietary testing equipment, labor, and supervision to provide full preventative maintenance and repair services, including inspections, adjustments and test and replacement of parts as herein specified for all equipment covered under this solicitation, as listed. All parts and materials shall be of a good quality.
- B. All existing items and/or equipment installed or attached to any part of the building elevator (including control devices) are the property of the building owner and any new and/or necessary equipment added to the existing elevator immediately become property of the building owner. These items are not to be removed by any contractor under any circumstance unless the building owner grants written approval. Any deletion of equipment without the University's approval will be required to be immediately reinstalled at the Contractor's expense.
- C. The Contractor shall utilize only personnel that qualify according to the terms described in this ITB. The University reserves the right to request the replacement of any personnel deemed to be unsatisfactory.
- D. The Contractor shall ensure supervision of their maintenance and service personnel by providing a mandatory semi-annual inspection by the Contractor's maintenance staff. A University Physical Plant representative must also be present at each semi-annual inspection.
- E. The Contractor will be required to be present during each quarterly State Inspection. Failure to attend the quarterly State Inspections will result in a financial penalty equal to the number of inspection hours missed and/or cancellation of the contract.
- F. The Contractor will be required to make corrections as needed, complete on-site certificates, and submit test reports to the University for its use in filing and obtaining operating certificates.
- G. The Contractor will be expected to perform repairs as may be necessary outside of the usual preventative maintenance duties. Contractor will prepare an estimate for repairs that are

not covered within the ITB. Repairs not covered by the ITB will not be performed until written permission is received from Louisiana Tech University.

- H. The Contractor must comply with all local and State laws, rules and regulations, specifically including those related to elevator maintenance.

- I. All University elevator keys will be monitored by the University Physical Plant Director. Elevator keys will be kept at the University Physical Plant. The Contractor will be required to sign out keys from the Physical Plant prior to performing any work on Campus during normal business hours. Before leaving campus all University elevator keys must be returned to the University Physical Plant. Under no circumstances do University keys leave the campus. If work is completed and or performed outside of normal Physical Plant working hours, keys are to be signed out from and or returned to the University Police Station.

2.4 Documentation, Records, and Notification of Activities

The contractor is required to document all preventative maintenance tasks and repair work performed. The Contractor shall maintain a complete and orderly chronological record of all work performed on each elevator. Failure to document required maintenance shall be grounds for assessment of financial penalties and or cancellation of contract.

Maintenance Log

An elevator maintenance log sheet shall be kept in each elevator equipment room. These log sheets must be signed and dated each and every time any maintenance, inspection, or repair work is performed on the related elevator. Failure to update and maintain maintenance logs shall be grounds for assessment of a financial penalty for each offense.

Website

The Contractor shall maintain a website which will allow all records to be reviewed or downloaded, by the University Physical Plant Director. Minimum requirements for information accessible on website shall be the name of the building, elevator number if applicable, type of elevator, manufacturer, and a maintenance log showing all callbacks, repairs, corrective measures, routine inspections, and preventative maintenance. Real-time status updates are preferred. The website should be secured with a user I.D. and password. Contractor shall take all reasonable precautions to maintain the security of the site.

Service Tickets

The Contractor is mandated to have all service and repair tickets signed by a Physical Plant representative for all repairs and service. The service information and signatures shall be

uploaded and available at Contractor's website. Failure to have service tickets signed or providing a copy of signed service ticket shall be grounds for assessment of a financial penalty for work performed.

Monthly Reports

The Contractor is mandated to maintain a complete ***Monthly*** written record of all activity that has occurred during the month including, but not limited to, names of employees that performed the work, elevator location, maintenance tasks, inspections, testing results, overall conditions, emergency callbacks, and replacement and repair work performed. Copies of this information shall be submitted to the University Physical Plant Director by the 10th day of the following month after work has been performed. The monthly report should also be in electronic format so that it can be sent to the University Physical Plant Director via e-mail.

Quarterly Meetings

The Contractor is mandated to meet with the University on a quarterly basis, to discuss the maintenance program, repair schedules, call back reports and other issues. The monthly elevator reports will be used at the quarterly meetings for review and discussion of items of concern determined the University.

Failure to provide monthly reports and or maintenance documentation shall be grounds for assessment of a financial penalty. (See Appendix "C")

2.5 Basic Full Service Maintenance

Maintenance Service shall consist of constant, high quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum down time for any portion of the system.

Preventative maintenance will typically be performed at least once every 30 days and during the normal working hours defined as Monday–Friday; 8:00 a.m. to 5:00 p.m.

The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the University in advance to minimize the disruption caused by the elevator being out of service.

If for any reason an elevator should be taken out of service, the Contractor shall notify the University Physical Plant Director when the elevator will need to be taken out of service, the reason why, and what time the elevator is expected to be put back into service for proper and safe operation. The Contractor shall post signage, on all floors, to inform tenants of elevator outage.

Any elevator taken out of service by the Contractor without prior Physical Plant approval will result in a financial penalty equal to \$250 for each hour that the elevator is taken out of service.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair and replace the necessary items and components thereof and all other mechanical and electrical equipment. All replacement parts shall be new and specifically designed for the elevators on which they are to be used. Submit a detailed description for your maintenance procedures including routine and methodical examinations and adjustments etc.

The Contractor shall be responsible for notifying the University Physical Plant Director, in writing, of the existence or development of any defects in or repairs required to the elevator equipment which the Contractor does not consider to be their responsibility under the terms of the ITB. The Contractor is mandated to furnish the University with a written estimate for the cost to correct any such defects, and the University shall make the final determination concerning the responsibility for such defects, corrections or repairs. Should the Contractor and the University not agree, the Contractor at Contractor's sole expense must provide documentation from a licensed and independent elevator professional that conditions cited are valid and the responsibility of the University. The University may obtain its own consultant.

The Contractor shall be responsible for giving immediate notice to the University Physical Plant Director of any conditions which it discovers that may present a hazard to either the equipment or passengers.

Misuse of the term vandalism will not be accepted as extra cost to the University. Vandalism shall be defined as the intent to destroy. Contractor shall immediately notify the University Physical Plant Director of any misuse, abuse or accidental damage and document incident before owner accepts as extra cost.

The Contractor shall not be liable for loss or damages resulting from fires, explosions, 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 the Contractor or their employees.

2.6 Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized, in writing, by the University Physical Plant Director. If changes are made, the Contractor is mandated to provide as-built drawing of the modifications.

All wiring diagrams and prints are the property of the University. Any changes made to the diagrams will be duly noted signifying the type of change, the date the change was made, and the name of the person and firm making the change. Prints and diagrams will not be removed from the premises without the written permission of the University Physical Plant Director.

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. Diagnostic tools will be the property of the contractor as will the maintenance and repair of such diagnostic tools.

2.7 Repairs/Callback Services

The Contractor must make callback services available on a twenty-four (24) hour a day, seven days a week basis. In the event of a failure of the equipment, or failure to operate properly, the University, at its option, will notify the Contractor and request immediate repair services.

Normal response time for a callback service is to be no more than two (2) hours for on-site arrival.

The Contractor shall provide **emergency callback service** for all elevators on a twenty-four (24) hour a day, seven days a week basis. This emergency callback service shall include but not be limited to entrapments and or repairs to provide uninterrupted elevator service. **All entrapment calls must be responded to within 45 minutes.** The selected firm must have the ability to respond to all emergency service requests regardless of weather conditions.

If the Contractor fails to respond to a callback request within the stated response time the University reserves the right to employ another elevator contractor to perform the work. The accumulated costs of such expenditure will be billed to the contractor as a contractual obligation.

Failure to respond to a callback request within the stated time limits shall be grounds for assessment of a financial penalty. (See Appendix B: Penalty Section)

The Contractor will be required to provide documentation records for all callback services. These records should include the following information: the name of the person making the callback request, the reason for the callback, repairs made and status of elevator after callback, date of callback, full name of the service technicians and/or repair personnel, and time spent onsite for callback service. Callback documentation shall be sent to the Physical Plant Director within 48 hours of callback service.

Call back services performed during normal business hours (Monday-Friday 8:00am – 5:00pm) are considered part of the regular maintenance contract. These services may not be billed separately. Only call back services performed outside of normal business hours may be billed separately.

2.8 Wiring Diagrams

The Contractor shall maintain for each unit serviced, updated wiring diagrams (copies of which Louisiana Tech University can access at contractors expense), lubrication charts, and parts

ordering manuals in the machine rooms or service spaces. These will become the property of the University and shall remain on the job-site at all times.

2.9 Maintenance Responsibility

The Contractor shall keep the elevators maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door openings and door closing times, within legal limits.

The Contractor shall provide a schedule of proposed maintenance visits (and what types of services will be performed at each visit) in its bid. The schedule will conform to the manufacturer's requirements and will indicate the frequency of adjustments, maintenance and lubrication procedures.

2.10 Safety Inspections and Testing

All service and repair work shall be performed in compliance with the most current version of the elevator code, not to include any mandated changes to the existing equipment or operation American Society of Mechanical Engineers Code Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1 including supplemental adoptions will be required and shall be subject to safety inspections by the University. Periodic inspection of the elevators as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor is mandated to examine and test all safety devices, and make formal safety tests and inspections as required and outlined in the ASME A17.1 Code.

All inspections and tests are mandated to be conducted in the presence of the elevator inspector appointed by the State of Louisiana. Test and inspections shall be performed at intervals specified in the ASME Code or when designated by the elevator inspector appointed by the State of Louisiana. The Contractor must be present at all tests & inspections conducted by the State Inspector.

It will be the responsibility of the University and the State Inspector to schedule when these tests and inspections are performed. Once an inspection and test schedule is provided to the University, arrangements will be made for each facility to be inspected or tested per schedule. Any conflicts with schedule due to facility needs or other circumstances will be forwarded to Contractor for rescheduling. After completion of the required safety test, the Contractor must submit a document to the University indicating the following information. The document may be the Contractor's standard form or the ASME Standard form:

- Type of test
- Name of organization performing the test
- Address of Facility being tested
- Elevator identification number

- Car capacity
- Speed
- Type of elevator
- Type of machine
- Manufacturer of Safety
- Type of Safety
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional
- Type, size and condition of the governor rope before and after the test
- Load at which safety was tested
- Speed at which governor tripped
- Length of marks on each guide rail made by safety laws
- Number of turns remaining on Drum
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?
- Was oil level satisfactory after test?
- Indicated plunger compression return time
- Indicate date test was performed
- Signature of individual performing tests
- Any additional remarks which are applicable
- Name of the elevator inspector & University representative witnessing the test
- Copy of results are to be submitted at Quarterly Meeting

After tests have been performed, all safety devices shall be checked and adjusted as required to meet the manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are completed and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of the Contractor's negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

The University reserves the right to make inspections and test as and when deemed advisable. If it is found that the elevators and/or associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and if no life threatening situation exists, it shall be the Contractor's responsibility to make the necessary corrections within sixty (60) days of receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within sixty (60) days, or immediately as the case may be, the University may impose a financial penalty and or terminate the contract.

2.11 Emergency Phone Operation

The following ASME Code A-17.1-93 Rule 1206.7 test is mandated to be performed monthly and is the responsibility for the Contractor to perform without additional charge:

EMERGENCY PHONE OPERATION TESTING PROTOCOL:

Remove phone receiver from phone, wait for response from a Louisiana Tech University Police Department representative. Once a response is received, inform the representative the elevator number and facility name and that an emergency phone operation test is being conducted. Repeat for next elevator. Elevator emergency phones are mandated to be checked on a monthly basis and after each and every power failure that affects the buildings. If there is no response from the University representative the elevator technician must notify the University Physical Plant Director immediately of the emergency phone operation failure. The failure must be documented on that elevator's service ticket that will be signed at the end of the work day by a University representative.

SECTION 3 – MAINTENANCE SPECIFICATIONS

3.1 Load Test

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. The car balance will be checked and the governor tested and, if required, the governor will be adjusted for proper tripping speed and sealed.

Load Test Reports shall be submitted to the University Director of Physical Plant 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 an Inspector appointed by the State of Louisiana. If the tests are due, such tests will be performed at the inception of this contract and thereafter within one week of these dates.

3.2 Parts

The Contractor shall furnish all labor, personnel, parts, materials, test equipment (including proprietary test equipment), tools, mileage and services in conformance with the specifications within this contract.

Contractor must ensure that a sufficient supply of emergency parts for repair of each elevator is available at all times. It is understood that parts required to be maintained on the premises remain the property and responsibility of the contractor.

“Or Equal” parts 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 department of the original manufacturer.

If any problems occur or questions arise concerning the “original manufacturer’s parts” or “equal” it shall be the responsibility of the contractor to provide such verification as may be requested by the Director of Physical Plant.

Obsolete parts must be certified as obsolete by the equipment manufacturer. It is the Contractor’s responsibility to inform the University Physical Plant Director, in writing, about any obsolete parts. If a part becomes obsolete during the period of the contract, it is the Contractor’s responsibility to replace the part and the University’s responsibility for expenses incurred to perform the modification, i.e. piping, electrical.

3.3 Inspections, Cleaning, and Routine Care

- 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 route sheet shall be furnished for the 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.

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

- Any tests and/or inspections required by current A.N.S.I. 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 Director of Physical Plant for the University. If this documentation is not received within 30 calendar days after the due date of related test and/or inspection a financial penalty shall be imposed until the test/inspection report is received.
- Any callback service performed must be entered in the records as a callback service. A callback service should **never** be listed as an inspection. Inspections will be made based on

the predetermined inspection schedule

- A maintenance log/checklist sheet must be maintained in each elevator equipment room marked with dates, not check marks and the name of the technician who performed the work on the specified date.
- When necessary renew guide rollers as required to insure a quiet operation.
- Keep the interior/exterior of the machinery and any 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.
- Only use lubricant furnished by the manufacturer of the equipment or those as recommended by the manufacturer.
- The contractor shall furnish and maintain all related shaft and car light fixtures.
- The contractor shall furnish and replace signal system lamps. Inspection lights and signal fixtures shall be done at least once per month, but more often if required.
- The Contractor shall also test, examine, adjust, repair and/or replace the following necessary equipment; 2-way communication devices, exhaust fans, cab lights, all parts for hall lanterns, starter indicator, firemen service, handicap signals and control panels installed and connected into the operating system by the elevator contractor.
- 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.
- The equipment room should be clean and free of debris.

- Control cabinet doors are to be closed when not in use.

3.4 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 impose a financial penalty and/or terminate the contract.

Non-Performance is determined to include the following:

- If any vertical transportation is out of service for more than seven (7) days, (without permission in advance).
- If a call is not answered in less than two hours.
- Any failure to perform regular inspections within two (2) days of schedule or falsifying records.
- Failure to correct problems on the third call-back.
- Failure to follow and document maintenance procedures and frequencies with the owner each trip.
- 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.
- Failure to maintain a log of "service tickets", maintenance records or test reports and submit and make the data available to the University Director of Physical Plant.
- Failure to repair to the University Director of Physical Plant's satisfaction items reported on the State of Louisiana Inspection Reports within 60 days of University's receipt of State Inspection Reports.

The University shall also 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 (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 University's consultant determine that the equipment is not being maintained in accordance with the aforementioned specifications, or not up to proper standards, or that safety requirements and/or tests are not being performed as required by the ASME 17.1 and this Contract, the University will inform the Contractor in writing of all deficiencies found by the consultant. The Contractor will then be given fifteen (15) calendar days to correct all noted deficiencies, at the Contractor's own expense. 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 herein shall be performed at the expense of the Contractor. If the contract is terminated or has expired the owner will demand payment from the Contractor or his bonding agent for the additional costs incurred to correct deficiencies found by the outside consultant.

3.5 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 the Contractor will at minimum leave the units in the same condition and with the same quality of performance when the contract is terminated, as on the date the contract was made effective.

SECTION 4 – INFORMATION REQUIRED FROM BIDDER

Part I of the bid packet submitted for consideration should follow the format and order of presentation described below:

4.1 Cover Letter

Contain a summary of Bidder's ability to perform the services described in the ITB and confirm that Bidder is willing to perform those services and enter into a contract with Louisiana Tech University. The Cover Letter should:

1. Identify the submitting Bidder and provide their federal tax identification number.
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Bidder to contractually obligate the Bidder per L.R.S. 38:2212 B5.
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
4. State in succinct terms your understanding of the services required by this ITB.
5. By signing the letter and/or the bid, the Bidder certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the bid must be:
 - a.) A current corporate officer, partnership member, or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
 - b.) An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 - c.) Other documents indicating authority which are acceptable to the public entity.

4.2 Table of Contents

Table of contents should be organized in the order cited in the format contained herein.

4.3 Company Background and Experience_

Describe the organizational make up of your firm. The Bidders shall describe their company background, financial strength and stability, relevant experience and qualifications, site related services with other government entities, demonstrated volume of merchants, existing customer satisfaction, etc.

4.4 Company Structure

The Bidder shall include in the Bid the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this ITB. The Contractor shall have either a local phone number or a toll-free number. This shall allow the University to make service and repair calls without incurring long distance phone charges. The Contractor's office or reporting station shall be answered by a person on a 24 hour a day basis, seven (7) days a week, 365 days a year.

Answering machines, voice mail or other automated services shall not be acceptable.

4.5 Contractor Experience

Define the personnel resources that will contribute to meeting the needs of the University and in what capacity they would serve. The Bidder must clearly describe all relevant experience in providing contract maintenance services with the various building types and with similar building elevator systems for which the University is responsible. The Bidder must clearly demonstrate that the experience-related minimum qualifications are met.

The Bidder and their managing staff must have at a minimum of five (5) full consecutive years as a provider of Building Elevator Services, and shall provide a list of clients, minimum of five (5), current and past, for whom these services have been performed during the previous five (5) years. This listing must include:

- a.) Company name
- b.) Dates of service
- c.) Name of contact person
- d.) Title of contact person
- e.) Telephone number of contact person (must be current and working)
- f.) Email address of contact person (must be current and working)

4.6 Personnel, Resources, and Experience

The qualifications of the personnel proposed by the Bidder to perform the requirements of this ITB, whether from the Bidder's organization or from a proposed subcontractor, will be evaluated. Therefore, the Bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a.) The Bidder should submit a detailed resumes for all proposed key personnel. Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope of this ITB.
- b.) The Bidder should submit details listing all previous experience in performing similar services. Details should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to Louisiana Tech University.
- c.) The Bidder should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the bid, Louisiana Tech University reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- d.) At all times during the term of the Contract, all technicians/service mechanics utilized by the Contractor shall meet or exceed the following qualifications:
 - i. Trained and familiar with ANSI/ASME 17.1
 - ii. A minimum of three (3) years of experience in the maintenance of elevator equipment of similar design to equipment listed in Appendix A.
 - iii. A minimum of three (3) years of experience in all critical mechanical, electrical, electronic, and microprocessor elements of Schindler, Dover, Otis, and ThyssenKrupp elevators.
 - iv. All Contractors 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.*, in order to perform any and all necessary/required work, including repairs and/or maintenance on any and all Elevators within the State of Louisiana. A copy of the license should be provided with your bid. Any bidder who fails to include a copy of the license with their bid must provide a copy within ten (10) business days of a written request. Failure to comply shall result in the rejection of your bid.

4.7 Bid Compliance

Describing how the bidder will provide compliance with the all of the ITB requirements. The language of the bid should be straightforward and limited to facts, solutions to problems, and plans of action, inclusive of proposed organizational charts.

This is meant to be a brief description of how your firm intends to do business with the University as well as the definition of what work your firm will do and how your firm will determine when work is to be done.

4.8 Maintenance Plan

Provide a detailed description of your firm's maintenance plan, the data or references you intend to use to support the scheduling and execution of the various maintenance tasks, the means by which your firm intends to provide. A preventative maintenance work schedule which included frequency of tasks to be performed must be included for each University elevator included in the ITB packet.

4.9 Maintenance Log/Checklist

Provide a sample copy of the proposed maintenance log/checklist sheet that will be kept in the elevator equipment rooms for documentation of all preventative maintenance work that will be performed.

Maintenance Log/Checklist sheets must include a list of maintenance to be performed, a place for dates, not check marks to be listed and a place for the initials of the technician who will perform the work on the specified date.

4.10 Implementation Schedule

Provide an implementation plan and schedule for the elevator maintenance contract. This schedule is to include implementation actions, timelines, responsible parties, etc.

4.11 Quality Control

The Bidder must clearly describe the quality control processes used in previous contract facility maintenance services. Bidder must also clearly describe the process of quality control that will be used with this project in order to insure a high level of quality services. Individuals responsible for quality control activities on this project should be included in the description as well as a Schedule of Quality Control Activities.

4.12 Previous Terminated Contracts

The Bidder must identify current and past client(s) contract(s) terminated, the reasons for the termination and the name and telephone number of the contract administrator from the former contracting agency, in order to verify any contracts terminated for cause. Failure to identify current and past clients and to provide a current and working telephone number, fax, and email address may result in a rejection of the bid.

4.13 Business Litigation

The Bidder must list all tort and civil rights lawsuits against the Bidder or principal since 2005, settled or lost by the Bidder, the issues involved and the settlement reached or consent orders entered in connection with the suits. Note: Failure to reveal the settlement reached or consent orders entered for any lawsuit for whatever reason, may result in a rejection of the bid.

4.14 Customer Service and Client Satisfaction

Specifically address your customer service philosophy and practices. Relate this to the requirements of this ITB. Failure to adequately address them may be cause for your bid to be considered non-responsive.

4.15 References

Provide the names, telephone numbers and email addresses for three (3) references your firm has provided work and services of equal or greater scope and complexity as described by this ITB.

From the information provided by the Bidder, current and past clients will be contacted to verify client satisfaction. The Bidder shall provide current and working telephone numbers and fax numbers as well as email addresses of its current and former clients.

APPENDIX "A"

PRICING SCHEDULE

The Bidder shall provide a firm, fixed annual maintenance cost for each elevator location based on all of the maintenance services required in accordance with the provisions of this contract.

Note: Service cost for Joe Aillet Stadium should also include all cost associated with providing an elevator technician for approximately 8 hours at each of the home football games.

Unit	Building	Type	OEM	Controller	Annual Maintenance Cost
1	Biomedical Engineering	Hydraulic	Thyssen	TAC20	
2	Bogard Hall, Passenger	Hydraulic	EC	H-800	
3	Bogard Hall, ADA Lift	Other	Other	Other	
4	Carson-Taylor Hall	Hydraulic	Smartrise	Smartrise	
5	College of Business	Hydraulic	Schindler	330A	
6	College of Business, West Wing	Traction	Schindler	3300	
7	Davison Athletic Complex #1	Traction	Schindler	3300	
8	Davison Athletic Complex #2	Traction	Schindler	3300	
9	Davison Athletic Complex, Service	Traction	Schindler	400A	
10	Davison Hall	Hydraulic	Dover	DMC	
11	George T. Madison Hall	Hydraulic	EC	H-800	
12	Hale Hall	Hydraulic	Thyssen	TAC20	
13	Howard Center	Traction	Otis	Relay Logic	
14	Integrated Engr & Science Building #1	Traction	Schindler	3300	
15	Integrated Engr & Science Building #2	Traction	Schindler	3300	
16	Institute for Micromanufacturing	Hydraulic	Dover	DMC	
17	JC Love Field #1	Traction	Schindler	3300	
18	JC Love Field #2	Traction	Schindler	3300	
19	Joe Aillet Stadium #1	Traction	Schindler	5500	
20	Joe Aillet Stadium #2	Traction	Schindler	5500	
21	Keeny Hall	Hydraulic	EC	Other	
22	Nethken Hall	Hydraulic	Schindler	330A	
23	Prescott Library, Service	Hydraulic	EC	H-800	
24	Student Center	Hydraulic	Otis	LRV2	
25	Student Center, Service	Hydraulic	ESCO	Other	
26	Tech Pointe	Hydraulic	Schindler	330A	
27	Tech Pointe II	Traction	Schindler	3300XL	
28	Thomas Assembly Center	Hydraulic	Dover	Other	
29	Tolliver Hall	Hydraulic	Otis	211	
30	University Hall	Hydraulic	Schindler	330A	

31	Women's Athletic Center	Traction	Schindler	3300	
32	Visual Arts Center	Hydraulic	Dover	DMC	
33	Wyly Tower #1	Traction	Schindler	Miconic A	
34	Wyly Tower #2	Traction	Schindler	Miconic A	
35	Wyly Tower #3	Traction	Schindler	Miconic A	
36	Wyly Tower #4	Traction	Schindler	Miconic A	
37	Wyly Tower #5	Traction	Schindler	Miconic A	
38	Wyly Tower #6	Traction	Schindler	Miconic A	
39	Wyly Tower #7	Traction	Schindler	Miconic A	
40	Wyly Tower #8	Traction	Schindler	Miconic A	
41	Wyly Athletic Center	Hydraulic	Schindler	330A	

APPENDIX "B"

EQUIPMENT LIST

The Contractor should demonstrate experience maintaining and servicing the equipment listed below. Demonstrated experience includes, but is not limited to, the following: (i) manufacturer certifications; and, (ii) reference letters from customers for whom Contractor has successfully performed services of a similar scope on the listed equipment.

<u>MANUFACTURER</u>	<u>MODEL NO.</u>	<u>CONTROLLER</u>
Dover	Unknown	DMC-1
Dover	Unknown	Relay Logic
Dover	Unknown	TAC-20
ECI	Unknown	H800
Esco	Unknown	Unknown
Otis	Unknown	LRV
Schindler	Unknown	MPH II
Schindler	Unknown	Miconic A
Schindler	3300	Miconic NX
Schindler	5500	Miconic NX
Schindler	400A	Miconic GX
Schindler	330A	Miconic HX
ThyssenKrupp	Unknown	TAC-20

APPENDIX "C"

Acknowledgments, Hourly Rate Charges, and Financial Penalty Schedule

Acknowledgments

Contractor is satisfied that a governor and safety test was made on the (Date)_____ by (Contractor) _____ 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.

The Contractor acknowledges that they are aware that the University requires technical assistance the day of each home football game. A technician must be on call from 8 a.m. the day of the game until two hours prior to game start and on-site two hours prior to game start and remain on-site for approximately one hour after the end of the game. There are typically six home games per year. A schedule with dates and times (subject to change) of each home football game will be provided by the Physical Plant Director. _____(Initial and date as acknowledgment)

Hourly Rate Charges

For authorized work not covered by the scope of this maintenance contract to be performed DURING normal business hours (Monday – Friday, 8:00am to 5:00pm), labor shall be invoiced at the rate of \$_____ per hour. The vendor agrees to quote a rate which is inclusive of all mileage and/or other incidentals.

For authorized work not covered by the scope of this maintenance contract to be accomplished OUTSIDE normal business hours (Monday – Friday, 8:00am to 5:00pm), labor shall be invoiced at the rate of \$_____ per hour. The vendor agrees to quote a rate which is inclusive of all mileage and/or other incidentals.

For any other event held at Joe Aillet Stadium, that is not a regularly scheduled home football game, the labor shall be invoiced at the rate of \$_____ per hour. The vendor agrees to quote a rate which is inclusive of all mileage and/or other incidentals.

Financial Penalty Schedule

If and when deemed necessary Louisiana Tech University reserves the right to asses a financial penalty against the Contractor for violation of contract requirements. The financial penalty will be assessed at a rate of \$250.00 per hour, not to exceed 8 hours per day, for each chargeable offense.

_____ (Initial and date as acknowledgment)

APPENDIX "D"

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

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.

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.

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

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.

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

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.

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.

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.

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 an 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 within 30 days.

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 or insurance policy renewal thereafter.

The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

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.

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

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. 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.

APPENDIX "E"

BLANKET FIDELITY BOND

The bidder/contractor shall provide Blanket Fidelity Bond Coverage for Louisiana Tech University as regards loss of and loss from damage to Covered Property resulting from dishonesty of employees leased by the bidder/contractor to Louisiana Tech University to perform under a written agreement between the bidder/contractor and Louisiana Tech University to perform duties related to the conduct, activities, or operation of Louisiana Tech University business.

The limit of insurance will be Twenty-Five Thousand Dollars and no cents (\$25,000.00) per loss in any one "occurrence".

"Covered Property" means money, securities, and property other than money and securities.

"Dishonesty of Employee" means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

Caused you to sustain loss, and also

Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

The "employee", or

Any person or organization intended by the "employee" to receive that benefit

"Occurrence" means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

"Employee" includes any natural person leased to you by bidder/contractor, under a written agreement between you and the bidder/contractor, to perform duties related to the conduct, activities or operations of your business.

APPENDIX "F"

ENGINEERING RESPONSIBILITY

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 Professional Engineering and Land Surveying Board, 9643 Brookline Avenue, Suite 121, Baton Rouge, LA 70809-1433. The Department understands there will be a waiting period of approximately 60 days to process the application.

APPENDIX "G"

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 elevators 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 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 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. 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 _____

APPENDIX "H"

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of _____ Parish (County) of _____

being first duly sworn, deposes and says that:

A. He is (owner) (partner) (officer) (representative) or (agent), of _____, the bidder that has submitted the attached bid.

B. Such bid is genuine and is not a collusive or sham bid.

C. Neither the 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 _____ or any person interested in the proposed contract.

D. 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 _____.

APPENDIX "I"

BID RESPONSE FORM

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 bid 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) 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) do ___ do not ___ (choose one) claim to meet the specifications of the Small Entrepreneurship (Hudson Initiative) Program.

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

As a representative of _____ I have inspected all elevators described in the bid and am familiar with each elevator and their current condition. I further state that:

- _____ certify that we have a source for supplies and materials required to maintain the elevators as specified in the bid specifications.
- _____ certify that we have access for all manuals, tools and test protocols to maintain the elevators or that at our sole cost will sub-contract to a company that does. Sub-contracting does not relieve of maintenance, testing or repair requirements of the Contract, nor does it relieve us of response time and equipment availability specified in bid documents.

Contractor: _____

License No.: _____

By: _____

Title: _____

Date: _____

We acknowledge the following addenda 1.____2.____3.____ 4.____ 5.____6.____7.____8.____

APPENDIX "J"

Instructions to Bidders

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Purchasing Office 72 business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. **Important:** By signing the 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. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the bid. Bids not specifying

brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech 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.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University 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.
17. 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 Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech 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.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (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 vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any 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. 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 the contract.
24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of

discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.

25. Special accommodation: Any “qualified individual with a disability” as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
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 must be submitted to this office before contract award.
 - 2) The signer of this 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 must 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 must be submitted to this office before contract award.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
 29. It is 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 which relate to this contract.
 30. The continuation of this 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 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.
 31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to

writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).

32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.
34. Prohibited Contractual Arrangements – Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant’s immediate family, or legal entity in which he has 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.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at

<http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.

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