

ADVERTISEMENT FOR BIDS

Sealed bids will be received and publicly read by the Purchasing Department of The University of Louisiana at Monroe, via mail or delivered to Coenen Hall Room 140, 4014 LaSalle Street, Monroe, La 71209-2250 at 2:00 p.m. by July 8, 2025 for the following:

Bid #50006-045 – Elevator Preventative Maintenance, Repair, and Emergency Service

Any person requiring special accommodations shall notify the purchasing department of the type(s) of accommodation required not less than seven (7) days before the bid opening.

Complete Bidding Documents may be obtained from: The University of Louisiana at Monroe, Purchasing Department, 4014 LaSalle Street, Room 140, Monroe, Louisiana, 71209-2250, via fax request at 318.342.5218, or the State of Louisiana LaPac page: <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> by using Bid #50006-045.

All bids shall be accompanied by Bid Security in an amount of five percent (5%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instruction to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a 50% Performance Bond written as described in the Instruction to Bidders included in the Bid Documents for this project.

Bids shall be accepted from Contractors who are licensed under LA R.S. 37:2150-2192 in the areas of: SPECIALTY: ELEVATORS, DUMBWAITERS AND ESCALATORS. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(A)(1)(a). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with LA R.S. 38:2212(B)(2), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.



**THE UNIVERSITY OF LOUISIANA AT MONROE
INVITATION TO BID ONLY**

**for Department:
PHYSICAL PLANT**

**ISSUE DATE:
June 6, 2025**

**Date and Time by Which
Quotation Must be Returned:
July 8, 2025
2:00 p.m. CT**

TO THE VENDOR:

To be returned on or before date specified above to:

THE UNIVERSITY OF LOUISIANA AT MONROE
PURCHASING DEPARTMENT
4014 LASALLE ST, COENEN BLDG. 140
MONROE, LOUISIANA 71209-2250

**NOTE: THE UNIVERSITY RESERVE THE RIGHT TO
ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE
INFORMALITIES**

THIS BID IS DUE IN PURCHASING OFFICE

**AS STATED ABOVE
LATE BIDS NOT ACCEPTED**

Name and Address of Vendor (Firm or Individual)

REQUISITION: R030155

BID: 50006-045

PO:

INSTRUCTIONS TO BIDDERS:

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. 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.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS FREE ON BOARD (FOB) DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR CASH ON DELIVERY (COD) REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. 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.
6. SEALED BIDS MUST BE MAILED OR DELIVERED TO PURCHASING DEPARTMENT, 4014 LASALLE STREET, COENEN HALL 140, MONROE, LA 71209-2250.
7. TO ASSURE CONSIDERATION OF YOU BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.
8. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL.
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. ALL BID INFORMATION SHALL BE MADE WITH BLUE INK OR TYPEWRITTEN.
10. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

**For questions regarding this bid contact:
Shakeya Bennett: rodgers@ulm.edu | 318.342.5208**

TO THE VENDOR:

Bid Bond of 5% required with bid response
Performance Bond of 50% will be required
Pre-bid site visit required
Louisiana Contractor License #
Deadline to Receive Inquiries: June 30, 2025

THIS QUOTATION IS SUBMITTED BY

Name of Vendor
(Firm or Individual)

Authorized Signature

Name (Printed)

Title

Telephone #

Fax #

Email Address

Vendor Quote #

Date Submitted

STATE OF LOUISIANA
THE UNIVERSITY OF LOUISIANA MONROE
MONROE, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
BID NO. 50006-045

Elevator Preventative Maintenance, Repair, and Emergency Service

ISSUING AGENCY: The University of Louisiana at Monroe
Purchasing Department
700 University Avenue, Coenen Hall 140
Monroe, LA 71209

PROCUREMENT MANAGER: Shakeya Bennett
Telephone / Email: 318.342.5208/ rodgers@ulm.edu
REQUISITIONED BY: Anthony Martin / Christie Hemphill
Telephone: 318.342.5173 / 318.342.5176

RELEASE DATE: June 6, 2025

BID OPENING DATE: July 8, 2025

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: The University of Louisiana at Monroe
Purchasing Department
Coenen Hall 140
700 University Ave
Monroe, La 71209-2250

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is available in electronic form by submitting a written request to the email to listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

DEFINITIONS & INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of University of Louisiana at Monroe/ULM/University. The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

Issuance of this Invitation to Bid does not ensure that ULM will make an award.

The program services at ULM will begin on July 8, 2025, or upon successful execution of a contract.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes 39:1551-1738. These documents may be reviewed in the ULM Purchasing Department on the ULM campus during regular business hours. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$25,000 all solicitations must be advertised on the State Purchasing website, <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices MUST be either typewritten or printed in ink. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Any erasure, strike-through, correction or other change(s) in the bid MUST be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

Bidders must submit one (1) originally signed bid response form with all additional required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or on an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

BID SUBMISSION

Sealed bids are delivered in person or by carrier and must be received by the Purchasing Department of the University of Louisiana at Monroe, Coenen Hall Room 140, 4014 LaSalle Street, Monroe, La 71209, on or prior to the bid opening date at 2:00 PM CST. Bids must be sealed in an envelope with the vendor company name and La contractor license number clearly displayed on the envelope.

BIDS BINDING

All formal bids shall be binding for a minimum of thirty (30) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

In accordance with the provisions of LA R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the University will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

BID DUE DATE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the ULM Purchasing Department prior to the designated deadline for return of bids.

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Purchasing Department personnel in addendum form, shall be considered as valid. **Telephone inquiries are not allowed.** Inquiries concerning the administrative requirements of the ITB shall be submitted in writing via email to rodgers@ulm.edu. Bidders may submit inquiries via email to the procurement specialist, Shakeya Bennett, to rodgers@ulm.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than seven (7) calendar days prior to the opening of bids and must clearly cross reference to the bid/solicitation/specification number in the subject field of the email request. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID BOND

A Bid Bond of 5% of the total bid price must be submitted with each bid. See attached Sample Bid Bond.

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PERFORMANCE BOND

Required of successful Bidder in the amount of fifty percent (50%) of the Total Annual Award Price: The successful bidder will be required to provide a Performance Bond prior to issuance of a contract for the award. The Bidder MUST list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety or insurance company that shall be used to furnish the required bonding if selected the successful Bidder. See required information below.

Name of Surety:
(Not the Agent Company) _____

Surety's Address: _____

Surety Telephone No.: _____

Agent Company: _____ Telephone No: _____

The surety or insurance company furnishing the bond shall be 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.

The successful Bidder shall furnish a Performance Bond in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Award). Performance Bonds shall be made payable to University of Louisiana at Monroe in the amount specified. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force.

The purpose of the Performance Bond shall be to secure for the University the prompt and faithful performance of the CONTRACTOR in strict accordance with the terms of the contract.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services so bid. The Bidder shall provide all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

SPECIFICATIONS

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and DO NOT restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the CONTRACT COORDINATOR(S) prior to bid opening.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

BID AWARD

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The lowest responsible and responsive Bidder will be determined by the BID PRICE TOTAL and any additives selected by the University at time of bid award.

The University reserves the right to award portions or all of this bid to one (1) or more CONTRACTOR(s).

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The CONTRACTOR agrees that the University and the Legislative Auditor of the State of Louisiana and the ULM Internal Audit Department shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the CONTRACTOR related to this solicitation and any resulting contract.

ACCIDENTS

The CONTRACTOR agrees that in the event of any accident of any kind and degree, the CONTRACTOR will immediately notify the University's Campus Police Department (318-342-5350) and thereafter furnish a full written report of such accident.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the CONTRACTOR'S bid response and the CONTRACTOR'S performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The University and CONTRACTOR shall execute a contract for a period of twelve (12) months. Upon mutual agreement, the contract may be renewed for four (4) additional twelve (12) month periods, at the same term, conditions, and pricing, not exceeding sixty (60) months. See Sample Contract at the end of this document.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

COPYRIGHTS AND PATENTS

The CONTRACTOR shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secretly process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which CONTRACTOR is not the patentee, assignee, or licensee.

HAZARDOUS WASTE GENERATION

In the event the CONTRACTOR produces a hazardous waste as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, the CONTRACTOR shall be designated as the generator of such waste. The liability of hazardous waste disposal shall rest with the CONTRACTOR and not the University.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The CONTRACTOR shall at all-time keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall be an equal employment opportunity employer. The CONTRACTOR shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. 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.

FORCE MAJEURE

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include but not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, pandemic, quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy, or war.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana. If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

ORDER OF PRIORITY

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.

COMPLIANCE WITH CIVIL RIGHT LAWS

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Davis Bacon Act of 1931, the Age Act of 1975, 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 any contract entered into as a result of this solicitation without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

SPECIAL ACCOMMODATION

Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office 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.

SIGNATURE AUTHORITY

ATTENTION: LA 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 the 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 Commendams as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents 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.

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 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 of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under 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.

CERTIFICATION OF NO SUSPENSION OR DEBARMENT

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/portal/SAM/##11>.

FEDERAL CLAUSES, IF APPLICABLE

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

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

INDEPENDENT CONTRACTOR

All of the CONTRACTOR'S employees furnishing or performing services under the contract shall be deemed employees solely of the CONTRACTOR and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The CONTRACTOR shall perform all services as an independent CONTRACTOR and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES

It is the CONTRACTOR'S responsibility to visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any CONTRACTOR because of lack of knowledge of conditions. For additional detail, see the section entitled 1.2 Mandatory Site Visit / Facility Tour.

INSURANCE

The CONTRACTOR shall procure and maintain for the duration of the Work 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. The cost of such insurance shall be included in the CONTRACTOR'S bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the University.

KEYS

The CONTRACTOR shall sign for and be responsible for all keys issued to the Contractor's representative. Keys shall not be left in doors and shall not be used to admit anyone except recognized University personnel. All exterior entrance doors shall be closed, locked and checked before leaving the building each evening. All interior doors shall be closed, locked and checked before leaving the building each evening. Contractor will be responsible for working with the CONTRACT COORDINATORS to obtain schedules of when building should be open and/or locked.

In the event of loss of any keys, the CONTRACTOR shall reimburse the University in whole or in part to correct any breach of security in the facility or facilities. The University reserves the right to hold or deduct any costs from payments due the CONTRACTOR to insure reimbursement for the security breach caused thereby.

COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The CONTRACTOR shall be responsible for strict compliance with all applicable local, state and federal laws

concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The CONTRACTOR shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the CONTRACTOR pursuant to the terms of the contract. If any such lien shall at any time be filed against the University's premises in connection with the contract and the CONTRACTOR shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The CONTRACTOR and its surety or insurance company shall be held liable for all costs and expenses (including attorney fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract from multiple CONTRACTORS, if determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the CONTRACTOR shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to University of Louisiana at Monroe, Purchasing Department, Coenen Hall, Room 140, 700 University Ave., Monroe, LA 71209-2250.

PERMITS AND LICENSES

The CONTRACTOR shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the CONTRACTOR shall post or display in a prominent place such permits and/or notices as are required by law.

PRESENCE ON UNIVERSITY PREMISES

The CONTRACTOR agrees that all persons working for or on behalf of the CONTRACTOR whose duties bring them upon the University premises shall obey all University rules, policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and University Police. CONTRACTOR employees shall at all times be properly uniformed in clean, easily-recognized Contractor-issued apparel.

The CONTRACTOR agrees that all employees of the CONTRACTOR shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the CONTRACTOR will then become responsible for payment of all fines assessed against the employee.

The CONTRACTOR shall be responsible for the acts of its agents and employees while on the University premises. Accordingly, the CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons or property located on the University premises.

The CONTRACTOR shall be responsible for all damages to persons or property caused by the CONTRACTOR or any of its agents or employees. The CONTRACTOR shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the CONTRACTOR, its agents or employees, may cause to the University premises or equipment.

The CONTRACTOR shall not allow any party under 18 years of age or any party that is not on the CONTRACTOR'S payroll in any facility at any time.

PUBLICITY

The CONTRACTOR shall not in any way or in any form publicize or advertise in any manner the fact that the CONTRACTOR is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the CONTRACTOR from listing the University on its routine client list for matters of reference.

SAFETY

The CONTRACTOR, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the CONTRACTOR shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract. Any unsafe areas noted must be reported to the University Safety Officer whose office is located in the Physical Plant location.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the CONTRACTOR, employees or agents, which may be brought or stored on the University campus.

STANDARDS OF PERFORMANCE

The CONTRACTOR agrees to perform the services specified in the contract with that standard of care, skill, and diligence expected of a professional service provider in the performance of such services.

SUPERVISION

The CONTRACTOR shall provide adequate and expert on-site managerial supervision for its agents and employees in the areas under the contract. Supervision will be exercised during all times an employee would be considered as "working". The Supervisor will be the principle contact between the CONTRACTOR and the CONTRACT COORDINATORS.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the CONTRACTOR shall vacate all parts of the University premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the CONTRACTOR, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The CONTRACTOR shall pay when due all taxes or assessments applicable to the CONTRACTOR. The CONTRACTOR shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. CONTRACTOR is NOT a public agency, therefore, CONTRACTOR is not exempt from sales & use taxes.

USE OF UNIVERSITY FACILITIES

The CONTRACTOR, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

UTILITY SERVICES

The University shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the CONTRACTOR. Any modification to existing outlets required or requested by the CONTRACTOR shall be at the CONTRACTOR'S expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

WARRANTY

In the event that services are not being met by the CONTRACTOR, the CONTRACTOR agrees to reimburse the University in the event the University has to hire additional staff to perform the required task

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

INSURANCE-STATEMENT

This is to certify that we carry the Workmen's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance as outlined above with:

Company: _____
for the ULM Bid 50006-045.

Signature: _____ Date: _____

Title: _____ Company Name: _____

University of Louisiana at Monroe (ULM)
Annual Elevator Preventative Maintenance, Repair and Emergency Service Contract
Bid Specifications

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 for the University of Louisiana at Monroe.

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 or vertical lifts currently operated by The University of Louisiana at Monroe.

1.2 Mandatory Site Visit / Facility Tour

Facility tours are required 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 Anthony Martin, Physical Plant Assistant Director, at 318.342.5173, or via email to mmartin@ulm.edu.

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.

Bidders are strongly encouraged to advise the University, prior to the scheduled tour of the facilities, of any special accommodations for disabled personnel who will be attending the tour(s) so that these accommodations can be made.

1.3 Contract Term

The contract period shall be for period commencing July 8, 2025, or upon contract signing, and ending twelve (12) months after contract signing.

If mutually agreeable between the successful contractor and University of Louisiana at Monroe, the contract may be renewed for four (4) additional twelve (12) month periods at the same prices, terms and conditions, not to exceed sixty (60) months. The continuation of the contract is contingent upon the appropriation of funds by the Louisiana Legislature to the University. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the University or contract, then the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

1.4 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.

1.5 Addenda, Changes, and Withdrawals

The University reserves the right to change the calendar of events 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.

1.6 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.

1.7 Waiver of Administration Informalities

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

1.8 Ownership of Bid

All materials 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.13 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.

1.14 Notice of Intent to Award

Upon review and approval of the evaluation committee and agency recommendation for award, the University of Louisiana at Monroe 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.

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

1.15 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.

1.16 Payment for Services

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

The contractor will be required to submit a monthly invoice, comprised of 1/12 of the annual total price stated in the Pricing Schedule (Appendix "A"), to University of Louisiana at Monroe.

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.

1.17 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.

1.18 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.

1.19 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.

1.20 Termination for Non-Appropriation of Funds

The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.21 Nonassignability

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. Notwithstanding the foregoing, Contractor may assign this Agreement as part

of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. This provision shall not be construed to prohibit Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.22 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 the University of Louisiana at Monroe 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

1.23 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.

1.24 Record Retention

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

1.25 Record 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.

1.26 Claims or Controversies

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

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 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 The University of Louisiana at Monroe. 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 5:00pm Monday thru Thursday, 7:30am to 11:30am on Fridays.

Through the duration of this contract, ULM 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.

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 having a minimum experience of (5) five years in maintaining elevator systems similar to those in this specification. (It is not necessary for all of the required experience to have been acquired with the Contractor's firm). 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 University of Louisiana at Monroe prior written approval.

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, (The University of Louisiana at Monroe will assist in providing these tools if required at contractors expense) 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 ULM's approval will be required to be immediately reinstalled at the Contractors expense.
- C. The Contractor shall utilize only personnel directly employed, trained and supervised by the Contractor. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment. ULM reserves the right to request the replacement of any personnel deemed by ULM 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 supervisor staff. A ULM representative must also be present at each semi-annual inspection.
- E. The Contractor will be required to be present during quarterly State Inspections. Failure to attend the quarterly State Inspections will result in a financial penalty equal to the number of inspection hours missed.
- F. The Contractor will be required to make corrections as needed, complete on-site certificates, and submit test reports to ULM for their 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 The University of Louisiana at Monroe.
- 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. The Contractor will be responsible for maintaining the security of any keys signed out to them including, but not limited to; abiding by the University Key Policy, returning all issued keys upon request or at termination of this contract.

2.4 Documentation and Records

The contractor is required to document all preventative maintenance tasks and repair work performed. The Contractor shall maintain a complete and orderly chronological file 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.

2.4.1 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.

2.4.2 Website

The Contractor shall maintain a website which will allow all records to be reviewed or downloaded, on a monthly basis, by the ULM Physical Plant Director, owner agency and all parties requiring information concerning State owned elevators. 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 call backs, repairs and routine maintenance and corrective measures taken to eliminate difficulties encountered. The website should be secured with a user I.D. and password. Vendor shall take all reasonable precautions to maintain the security of the site.

2.4.3 Service Tickets

The Contractor is mandated to have all service and repair tickets signed by a ULM representative for all repairs and service. Copies of the service tickets shall be included with the monthly reports submitted to the University. 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.

2.4.4 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 task, 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.

2.4.5 Quarterly Meetings

The Contractor is mandated to meet with ULM 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 by ULM.

Failure to provide monthly reports and or maintenance documentation shall be grounds for assessment of a financial penalty. (See Appendix B: Penalty Section)

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 during the normal working hours defined as Monday - Friday 8:00 a.m. to 5:00 p.m.

Contractor shall notify, in advance, the Residential Life Maintenance Manager of maintenance to be performed on all Residential Life buildings, and the Physical Plant Director or Physical Plant Assistant Director for all other buildings.

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

If for any reason an elevator should be out of service for more than 2 hours the Contractor shall notify the University Physical Plant Director when the elevator was 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 be responsible for any and all signage, on all floors, to inform tenants of elevator outage.

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 of 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 ULM with a written estimate for the cost to correct any such defects; and ULM shall make the final determination concerning the responsibility for such defects, corrections or repairs.

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 OF LOUISIANA AT MONROE. 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 strikes, lockouts, fires, explosion, theft, flood, 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 ULM. 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 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, ULM, 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 The University of Louisiana at Monroe can access at contractors expense), lubrication charts, and parts ordering manuals in the machine rooms or service spaces. These will become the property of ULM 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 ULM. 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.

These 5 year inspections and tests are mandated to be conducted in the presence of the elevator inspector designated by ULM. Test and inspections shall be performed at intervals specified in the ASME Code and when designated by the elevator inspector designated by ULM.

It will be the responsibility of the Contractor and the Elevator Inspector to schedule when these tests are due. Once inspection and test schedule is provided to ULM, 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 ULM 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 UNIVERSITY elevator inspector/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.

ULM 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, ULM may impose a financial penalty and or terminate the contract.

2.11 Emergency Phone Operation Testing Protocol

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.

Remove phone receiver from phone, wait for response from a University of Louisiana at Monroe 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 elevators service ticket that will be signed at the end of the work day by a ULM representative.

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 ULM 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 A.N.S.I. Code A17.1. All 5 year full load tests must be witnessed by the State Inspection Service Contractor. Contractor shall be responsible for any elevator equipment damages caused during the performance of any tests. 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

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 manufacturer. It is the contractors' responsibility to inform the 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 owner's responsibility for expenses incurred to perform the modification, i.e. piping, electrical.

3.3 Inspections, Cleaning, and Routine Care

- 3.3.1** 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	Annually

3.3.2 Any tests and/or inspections required by current A.N.S.1. 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 ULM Director of Physical Plant. 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.

- A. 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
- B. 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.
- C. When necessary renew guide rollers as required to insure a quiet operation.
- D. Keep the interior/exterior of the machinery and any other parts of the equipment subject to rust, properly painted and presentable at all times.
- E. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- F. Only use lubricant furnished by the manufacturer of the equipment or those as recommended by the manufacturer.
- G. The contractor shall furnish and maintain all related shaft and car light fixtures.
- H. The contractor shall furnish and replace signal system lamps. Re-lamping of light and signal fixtures shall be done at least once per month, but more often if required.
- I. The Contractor shall also examine, adjust, repair and/or replace the following necessary equipment; 2-way communication devices, exhaust fans, cab lights, all parts for hall lanterns, starter indicator, firemen service} handicap signals and control panels installed and connected into the operating system by the elevator contractor.
- J. 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.
- K. The equipment room should be clean and free of debris.
- L. 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 submit monthly "service tickets", maintenance records or test reports to the ULM Director of Physical Plant.

The owner 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 owner'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 current A. N.S.I. code of the State of Louisiana, 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 contractors 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 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 he will leave the units in the same condition and with the same performance when the contract is terminated, as on the date the contract was made effective.

4. INFORMATION REQUIRED FROM BIDDER

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 The University of Louisiana at Monroe.

The cover letter should:

- A. Identify the submitting Bidder and provide their federal tax identification number;
- B. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Bidder to contractually obligate the Bidder;
- C. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period;
- D. State in succinct terms your understanding of the services required by this ITB.
- E. 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:
 - i. 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
 - ii. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 - iii. Other documents indicating authority which are acceptable to the public entity.

4.2 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.

4.3 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.

The Contractor shall have either a local phone number or a toll-free number. This shall allow ULM 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.

4.4 Contractor Experience:

Define the personnel resources that will contribute to meeting ULM needs 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 of Louisiana at Monroe 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. Fax number of contact person (must be current and working)
- G. Email address of contact person (must be current and working)

4.5 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.

4.5.1 The Bidder should submit 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.

4.5.2 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 The University of Louisiana at Monroe.

4.5.3 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, The University of Louisiana at Monroe reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award. In addition to the State of Louisiana Contractor's License, all qualified bidders must have the necessary license from the Louisiana Office of State Fire Marshal issued Louisiana Life Safety and Property Protection License, in accordance with L.S. 40:1664.1, Act 598 of 2018 and Act 339 of 2020. Any bidder who fails to include a copy of the license with their bid must provide a copy of the ULM Purchasing Department within ten (10) business days of a written request. Failure to do so shall result in rejection of their bid.

4.6 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 ULM as well as the definition of what work your firm will do and how your firm will determine when work is to be done.

4.7 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.

4.8 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.

4.9 Implementation Schedule:

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

4.10 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.

4.11 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.

4.12 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.

4.13 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.

4.14 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 may 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.

5. PRICING SCHEDULE

- 5.1** 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: Malone Stadium price should include cost associated with providing an elevator technician on standby for all home football games.

Building	Qty.	Mfg.	Type	Yearly Maintenance Price
Activity Center	1	Dover	Hydraulic	
Bayou Village Apartments #5	1	Schindler	Hydraulic	
Bayou Village Apartments #6	1	Schindler	Hydraulic	
Bayou Village Apartments #7	1	Schindler	Hydraulic	
Bayou Village Suites	1	Schindler	Hydraulic	
Biedenharn Hall	1	Schindler	Hydraulic	
Bon Aire - President's Residence	1		Gear	
Brown Theatre Stage Lift	1	Dover	Hydraulic	
Caldwell Hall	1	Dover	Hydraulic	
Chemistry & Natural Science	1	Dover	Hydraulic	
Filhiol Hall	1	Dover	Hydraulic	
Hanna Hall	1	Dover	Hydraulic	
Hemphill Hall	1	Schindler	Hydraulic	
Hub	1	Schindler	Gearless Traction	
Laird Weems	1	Thyssenkrupp	Traction	
Library	6	Dover	Traction	
Malone Stadium	1	Dover	Hydraulic	
Malone Stadium	1	Thyssenkrupp	Traction	
Kitty Degree Hall	1	Thyssenkrupp	Hydraulic	
Sandel Hall	3	Schindler	Hydraulic	
Strauss Hall	1	Thyssenkrupp	Hydraulic	
Stubbs Hall	1	Dover	Hydraulic	
Student Union Bldg	1	Dover	Hydraulic	
Student Union Bldg	1	Schindler	Hydraulic	
Sugar Hall	1	Otis	Traction	
University Commons I	1	Schindler	Hydraulic	
University Commons II	1	Schindler	Hydraulic	
ULM School of Pharmacy	2	Schindler	Hydraulic	
ULM School of Pharmacy - Animal Facility	1	Schindler	Hydraulic	
Walker Hall	1	Thyssenkrupp	Hydraulic	

6. Acknowledgments, Hourly Rate Charges, and Financial Penalty Schedule

6.1 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)

6.2 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 covered/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 Malone 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.

6.3 Financial Penalty Schedule

If and when deemed necessary The University of Louisiana at Monroe reserves the right to assess 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)

7. 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.

8. AFFIDAVIT OF QUALIFICATIONS

In keeping with the specifications, the vendor shall demonstrate that he has successfully maintained for a period of twelve (12) months within the past five (5) years 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 and 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 (attached an addition sheet, if necessary):

1. _____
2. _____
3. _____
4. _____

Date _____ Signed _____

By _____ Title _____

9. 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 _____

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

PHONE NO: _____ **FAX NO.:** _____

EMAIL ADDRESS: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER : _____

DATE: _____

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

SAMPLE BID BOND

FOR

ULM Bid 50006-045 - Elevator Preventative Maintenance, Repair and Emergency Service

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of, as Principal, and, _____ as Surety, are held and firmly bound unto the _____ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER) SURETY

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

SAMPLE CONTRACT – DO NOT COMPLETE NOR SIGN

The University of Louisiana at Monroe
Monroe, Louisiana

This Agreement, made and executed, on this ___ day of the month ___ in the year of our Lord, TWO THOUSAND and EIGHTEEN, by and through ___, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered Bid 50006-, was opened on _____, at _____ 2:00 p.m. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$_____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

The State 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 State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have 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 State 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 the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Any claim or controversy arising out of the agreement shall be resolved by the provisions of LA R.S. 39:1672.2-1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to LA R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Fourth Judicial District Court, Parish of Ouachita, State of Louisiana.

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

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, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor 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 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 contract without regard to race, color, religion, sex, 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 contract.

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 disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

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

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the 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.

The complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

Performance shall not begin until issuance of Notice to Proceed and Purchase Order.

The University of Louisiana at Monroe

Contractor

Signature: _____

Signature: _____

Title: _____

Title: _____