



**State of Alabama
Department of Finance
Division of Purchasing
Solicitation**

Solicitation RFB 015 21000000674	Document Phase Final	Document Description MA-Elevator Maintenance - Ft. Whiting/Mobile
Procurement Folder 1273818	Creation Date 01/06/21	Print Date 01/07/21

Request for Bids

CONTACTS

Contact Name	E-mail	Phone
Requestor: Kerri Hines	kerri.hines@purchasing.alabama.gov	334-242-4610
Issuer: Kerri Hines	kerri.hines@purchasing.alabama.gov	334-242-4610
Buyer: Kerri Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

Bids will be accepted from: 01/07/21

to: 02/09/21 5:00 PM

Bids will be opened: 2/10/21 10:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

- Delivery: Can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts are taken without regard to date of payment.)
- Prices valid for acceptance within _____ days.
- Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
- E-mail address: _____ Internet Website: _____
- General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

Regular Mail
State of Alabama
Department of Finance
Division of Purchasing
P.O. Box 302620
Montgomery, AL 36130-2620

Courier
State of Alabama
Division of Purchasing
RSA Union Building
100 N. Union St. Suite 192
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

VSS Vendor Number

Authorized Signature (Ink)

Subscribed before me this

Company Name

Type/Print Authorized Name

Day of _____

Mail Address

Title

Notary Public

City, State, Zip

Toll Free Number

Term Expiration:

Phone Including Area Code

Fax Number

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 1 **Line Type:** Item
Commodity Code: 91013 **Quantity:** 1.00000
Commodity Description: Elevator Installation, Maintenance, Repair and **Unit:** Month
Extended Amount: **Unit Price:**

Preferred Vendor: _____

Extended Description:

Elevator Maintenance, in accordance with the "State of Alabama Specification for Vertical Transportation Equipment Maintenance Service"

Military Department
Fort Whiting Armory
1630 Broad St.
Mobile, AL. 36605

*****THIS IS FOR THE ELEVATOR THAT IS NOT CURRENTLY ON THE STATE OF ALABAMA STATEWIDE CONTRACT*****

Equipment: Passenger Hydraulic
MFR: OTIS HYDRO 2008
Cap/Speed:2100/125
Qty: 1

Hours to be expended- 2 hours per week

Facility Contact - Mark Chastain @ 251-287-9931 or 251-751-6469

Date of Inspection _____

Vendor Signature _____

Agency Signature _____

SHIPPING AND BILLING

Shipping

MILITARY DEPARTMENT FORT WHITING ARMORY/
MOBILE
1630 SOUTH BROAD STREET
MOBILE, AL 366051897
USA

Delivery Date:

Billing

MILITARY DEPARTMENT MILITARY DEPARTMENT/SPDOF
Nakia Tetter / 334-271-7435
ATTN. SPDOF
P.O. BOX 3711
MONTGOMERY, AL 361090711
USA

Delivery Type:

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor (Effective March 1, 2021 Subscriptions will no longer be required)

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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

*******STANDARD TERMS and CONDITIONS *******

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)

Communication during Solicitation Process

There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

Non-appropriation of funds

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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Specifications for Vertical Transportation Equipment Maintenance Service

Maintenance of the Vertical Transportation Equipment is vital to the safe and efficient operation of the State buildings involved and to the satisfactory daily functioning of all individuals utilizing these buildings.

AWARD:

Award will be made "all or none" to the lowest responsible bidder meeting all specifications. Past performance may be considered in determining a bidder's responsibility. A bidder having negative past performance during the three years immediately preceding this solicitation of which the State or its agencies is aware may result in a bidder being excluded from consideration for award.

SITE VISITS

It is **MANDATORY** that the vendor make a site visit to every location on the bid and inspect all elevators associated with the bid in which they plan to participate. A certification of inspection signature line is provided in the extended description, for all elevators. The vendor and the agency's contact **MUST** sign and date each line item being bid to certify the vendor's inspection of the elevators at that location. Line items bid without the required signatures will be rejected and due to these bids being all or none, one line rejected would in turn reject the entire bid for that region.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventative maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence as well as that resulting from acts of his employees, agency, and subcontractors. The Contractor shall save and keep harmless the State of Alabama against any or all lost cost, damage claim expenses or liability in connection with the performance of this contract.

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs, and grass) on State of Alabama property. In the event the Contractor fails to do so and damages any such buildings, equipment or vegetation, he shall replace or repair the damage at no expense to the State. If the vendor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the contract price.

The Contractor's representative(s) shall log in and out each day in any State building or facility. Suitable arrangements shall be made with the contact person(s) listed on the contract.

If repair work at overtime hours is required and ordered on other than emergency calls, the Contractor shall be responsible for the payment of their personnel. No work outside

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the scope of this contract shall be performed without prior approval from the agency contact.

The Contractor shall notify the agency (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant. Also, he shall furnish a written estimate of the cost to make final determination as to Contractor or State responsibility.

WARRANTY OF SERVICES:

Notwithstanding inspection and acceptance by the State of Alabama or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The State of Alabama shall give written notice of any such defect or non-conformance to the Contractor. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services, or (2) that the State of Alabama does not require correction or replacement. If the Contractor is required to correct or re-perform, it shall be at no cost to the State, and any services corrected or re-performed by the Contractor pursuant to this clause, will adhere to the same extent of work initially performed.

WEEKLY/BIWEEKLY SERVICES:

Unless otherwise stated, the Contractor shall have at least one of his competent mechanics to report weekly (or biweekly, depending on what is written in the contract) to the custodian in charge and said mechanic shall proceed to make all repairs and adjustments required to keep the elevator equipment in safe and first class operating condition. This work shall also include regular and systematic inspection on all elevator equipment and adjustment or replacement of all work or deteriorated parts, furnishing all apparatuses for testing.

SCOPE OF WORK:

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this agreement as follow:

Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment and provide unlimited call back service during regular working hours and, as conditions warrant, in the judgement of the agency, repair or replace all portions of the equipment included under this contract, including but not limited to the following:

Elevator machines, including worms, gears, thrust bearing, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, brake contacts, linings and all other components and parts of the machine and brake.

Hoist motors, solid state motor drives, including motor windings, rotating elements, including commutators, brushes, brush holders and bearings, and all other components and parts.

Hydraulic plungers, packing, pump motors, pumps, belts, pullies, valves, mufflers, piping and connections (except those beneath the ground), silencers, tanks or oil reservoirs, hydraulic system oil and all other related components and parts.

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Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, leads, dashpots, timing devices, computer devices, steel selector tape (or cable) and mechanical and electrical driving equipment, and all other components and parts:

Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties and buffers.

Deflectors or secondary sheaves including bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs, inductors, cams, tapes:

Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices.

Automatic power operated door operators, including door drive chains, sheaves, belts, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanism, platforms, and elevator car roller guides.

Alarm bells, emergency stop switches, emergency car lights and batteries:

Car and Corridor operating stations, car fan, car and corridor signals and fixtures including lights, dials, or read-out indicators.

THE CONTRACTOR ALSO AGREES:

To examine periodically all safety devices and governors and conduct annual no load test, and each fifth year subsequent to the previous testing date perform a full load, full speed test of safety mechanism, overhead speed governors and car and counterweight buffers on all traction elevators and each third year subsequent to the previous testing date, on hydraulic elevators per A.H.S/1.A17.1 Code. The car balance will be checked, and the governor set. If required, the governor will be re-calibrated and sealed for proper tripping speed, and rails will be refilled to restore and smooth running surface. All required testing shall be accomplished within the first 90 days of Contract.

Written reports of said tests shall be submitted to Owner and/or Owner's agency within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a Building Manager/Custodian of the owner may be present.

Contractors also agrees to drain and flush hoist machine gear cases and bearing oil reservoirs annual and refill with the proper type and grade of oil. Where applicable, door operators shall be similarly drained, flushes and refilled annually.

Contractors also agrees to keep car tops, pits and hoistways clean and free from dirt, oil, lint, debris and stored items and to maintain each machine room in clean, neat condition. (Including painting, as required, machine room floors.)

Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety and shall equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring as conditions may warrant.

Contractor also agrees, where appropriate, to short all ropes as necessary to provide continued safe operation and maintain normal traction.

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Contractor also agrees to keep all guide rails free of rust, to renew all guide rollers or shoes as often as necessary to provide smooth and quiet operation, and to maintain proper tension of car and counterweight guides against the rails.

Contractor shall clean and paint equipment at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment. (Contractor shall not be responsible for cleaning any equipment made necessary beyond his reasonable control or as a result of improper janitorial or building maintenance functions.)

Contractor shall lubricate the equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.

Contractor shall adjust the equipment as necessary and when the operation of the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part of assembly.

Contractor shall make repairs and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made whenever they will prevent an unscheduled elevator shutdown, ensure continued normal operation, extend the useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with A.H.S. I. Code, or to continue performance of the equipment in accordance with original design, When more than one elevator requires repair the owner will establish priorities of accomplishment.

In performing the above indicated work, Contractor agrees to provide only genuine parts used by the manufacturer of the equipment or equal for replacement or repair, any to use only those lubricants equal to that obtained from and/or recommended by the manufacturer of the equipment.

PERFORMANCE REQUIREMENTS

Contractor agrees to maintain the minimum performance requirements of the elevator as designated.

Performance test will be made as follows:

- Floor to floor times are measured from the time the doors start to close including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors $\frac{3}{4}$ open.
- Door opening times are measured from start of car door open until doors in the fully open positions.
- Door closing times are measured from start of door close until hoistway doors are fully closed. Contract time will be those shown, or the minimum permitted by Code, whichever is greater.
- Accuracy of leveling shall be measured under all load conditions.

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- Variance from rated speed, regardless of load, shall not exceed 5%, except for hydraulic elevators where a variance of 10% is permitted from empty to full load.

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel in keeping with the original design capability of the equipment.

ITEMS OF ELEVATOR AND ESCALATOR EQUIPMENT NOT INCLUDED IN THIS AGREEMENT. Contractor assumes no responsibility for the following items of equipment which are not included in this agreement.

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agency, or other causes beyond the Contractor's control except ordinary wear and tear.
- Repair or replacement of building items, such as hoistway or machine room walls and floors, car enclosures, including removable panels, door panels, car gates, plenum chambers, ceiling, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours or regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Building Manager/Custodian. To the extent possible all preventive maintenance which required removal of elevators from service will be scheduled during off-peak hours of building operation. No elevator will be taken out of service during the normal business day without prior notification to the Building Manager/Custodian except under emergency conditions. Contractor shall not remove from service more than one elevator at a time in any bank of elevators (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Contractor's employees.

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in the Agreement as they relate to equipment performance they shall mean "at whatever frequency of maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent elevator operation".

EMERGENCY CALL BACK SERVICE

- Call back Service During Regular Working Hours:
The Contractor shall without additional charge to the Owner, provide emergency minor adjustment call back service during the Contractor's regular working hours. The Contractor shall respond to a call back within a maximum of two (2) hours from the time the request for service is made by the Owner's authorized personnel.

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- Emergency Call Back Service During Overtime Working Hours:
Twenty-four hour emergency call back service shall be provided by the Contractor. The Contractor shall respond to an emergency call back within a maximum of two (2) hours from the time the request for service is made by the owner's authorized personnel. This will be at no additional expense to the State of Alabama.
- A trouble log shall be maintained by the Contractor in the machine room for each building on which the date of each call back, the reported trouble, the problem found and the corrective action taken shall be recorded. In addition, the Contractor shall be responsible for reporting this information daily to the Building Manager/Custodian so that it may also review the operational status of its elevator trouble call control log. This trouble log will become property of the State at the end of the contract period.

HOURS TO BE EXPENDED

The Contractor hereby agrees that it will spend the indicated time in performing maintenance under this agreement. These hours are to be devoted to scheduled preventive maintenance operations (examination, cleaning, lubrication, adjustments, and repairs) and shall not include call backs. These hours may not include helpers' hours. The minimum number of acceptable hours are considered to be in the Industry Standard for the level of maintenance expected as established by the State of Alabama.

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairman directly employed who are permanently assigned to support the execution of this Agreement for normal preventive maintenance and repair work, and who shall be qualified to keep the elevator equipment in proper and safe operating condition. The vendor will provide, upon request, a proposed staffing plan including names and title/position of personnel expected to be assigned to each location. All employees performing work under this Agreement shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of Owner and/or the Owner's agent. Any employees found to be unacceptable to the Owner or Owner's agent shall be replaced after being given reasonable notice by the Contractor.

OWNER'S RIGHT TO INSPECT AND REQUIRE WORK

Owner reserves the right to make such inspections and witness tests as are necessary to ascertain that the requirements of this agreement are being fulfilled. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after 10 day written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder: Contract agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election deduct the amount from any sum owing Contractor.

The Owner's right to make inspections or tests may be exercised by its elevator consultant, as it may designate, who will, if the Owner so advises, have the same authority to inspect and test as the Owner, as provided hereunder.

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The waiver by Owner of a breach of any provision of this agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

Vendor will furnish, prior to award, a maintenance schedule form (machine room log) or other suitable written procedure depicting the method and schedule to be followed in performing elevator maintenance. Vendor may turn this information in with their bid to expedite bid evaluation and award.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posed in each machine room and mounted on each controller. These logs shall be maintained by the contractor and may be inspected by the Owner and/or Owner's agent. When posted all logs shall become property of owner and upon completion of Contract, logs shall be presented to owners authorized representative.

The Owner/State of Alabama reserves the right to obtain the following information if requested:

-Statement as to the total number of elevators, all types, that are maintained by the Contractor's local office which will be handling the maintenance services for this contract.

-Statement that the vendor has successfully maintained, under full preventative maintenance, from the local office, elevators of similar kind and complexity. Also, the vendor/contractor will include any additional information which will help the State in evaluating the Vendor's stability, resources, and scope of experience.

-Vendor must, if requested, furnish a list of all maintenance contracts in effect as of January 1, 2018. The list is to include company, address, and contact name and phone number. The State of Alabama will have permission to inspect the quality of maintenance being performed at the vendor's current customer's sites.

CONTRACTOR TO COMPLY WITH LAWS

In the performance of this Agreement the contractor shall abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities have jurisdiction in the location where the work is to be performed. Contractor shall also procure and pay for any necessary permits or licenses pertaining to the work hereunder.

Contractor shall not be required under this agreement to make other safety tests or to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, not to make any replacement parts of a different design subsequent to the date of this contract, unless compensated for such installation.

All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with ANSI A17.1 Safety Code for Elevators and escalators, latest edition, and ANSI A17.1 2000 ANSI A17.2 2000 inspector's manual, latest edition, including amendments thereto.

INSURANCE

Contractor shall at all times carry and maintain, on all operations hereunder, all of the following insurance: (Insurance certificate(s) should be submitted with the bid. Failure to

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do so will delay the evaluation and award. Insurance certificates must show the State of Alabama, Department of Finance, Division of Purchasing as the certificate/bond holder.)

-Commercial General Liability, minimum \$1,000,000 aggregate including property damage and bodily injury.

-Comprehensive General Liability, minimum \$500,000 per person and minimum \$1,000,000 per occurrence.

-Automobile Liability, minimum \$1,000,000 combined single limit

-Worker's Compensation sufficient under the laws of the State of Alabama, covering all persons employed by the vendor engaged in performance of the work required in this contract.

PERFORMANCE BOND

The vendor will furnish within ten state business days after receipt of notice of award, a performance bond in the amount specified below. It shall consist of a cashier's check, other type bank certified check (personal/company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama.

The Director of Purchasing shall be the custodian of the performance bond. The bond must reference the bid and be payable to the State of Alabama. The performance bond will be returned in a reasonable time after the Division of Purchasing has received verification that the contract has been satisfactorily completed. A new bond/updated bond will be required for with each 12-month contract period extension, to cover the life of the contract.

Performance bond amount: Total amount of bid

PERFORMANCE BY THE OWNER

The Owner (State of Alabama) agrees:

- To provide the Contractor access to the elevator equipment
- To keep the elevator pit(s) and motor room(s) free from water
- To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom
- Not to use the elevator machine room and equipment spaces for storage
- To be responsible for refinishing of cabs, hoistways, or equipment room interiors
- To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starts
- To be responsible for the main safety switch providing electricity to the equipment
- To be responsible for the maintenance and service of the lights in the equipment room and penthouse

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- To be responsible for the maintenance and service of all telephones installed in the cards or the equipment pertaining thereto except for the wiring between the car and control board
- To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination
- That the contractor does not at any time assume possession of control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. And successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

PAYMENT

Contractor shall submit to the owner by the fifth working day of the month, a valid invoice in triplicate for the services provided under this agreement during the preceding month.

Under no circumstances shall the commitments of obligations contained in the agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative
- When an elevator is out of service for whatever reason for the performance of maintenance, signs shall be placed at all floor entrances to that elevator indicating that the elevator is out of service.

PREVIOUS PRESENTATIONS

All previous communications or agreements, written or verbal, are hereby abrogated and this writing constitutes the whole specification when attached to proper order.

This agreement shall be interpreted in accordance with the laws of the State of Alabama.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each

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quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658