



JACKSONVILLE STATE UNIVERSITY

## **Jacksonville State University**

### **REQUEST FOR PROPOSALS RFP#26-05-08-0016**

#### **Elevator & Lift Maintenance Service**

**RFP MUST BE RECEIVED BEFORE:  
Friday, May 8, 2026 - 3:00 p.m. CST**

**Mandatory Pre-Bid Meeting/Walk-through  
April 22, 2026 8:00AM CST  
Capital Planning & Facilities  
Duncan Maintenance Building  
700 Pelham Road North  
Jacksonville, AL 36265  
256-782-5450**

**RFP Delivery Address:**

**Jacksonville State University  
Attn: Shasta Platt  
Procurement and Fixed Assets  
700 Pelham Rd N  
324 Angle Hall  
Jacksonville, AL 36265**

**REQUEST FOR PROPOSALS  
SIGNATURE CERTIFICATION PAGE**

**RFP Number:** Jax State RFP#26-05-08-0016  
**Description:** Elevator & Lift Maintenance Service  
**Due Date:** Friday, May 8, 2026 **Time:** 3:00 PM CST  
**RFP Issue Date:** Monday, April 13, 2026

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE RFP PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND TIME OF OPENING AND RESPONDENT'S RETURN ADDRESS.

**One (1) original and one (2) unbound copies of all documents must be submitted. It is the responsibility of the respondent to ensure that the RFP packet arrives in the Procurement and Fixed Assets office on time. The RFP packet should be hand delivered or sent by FedEx or UPS. No electronic copies will be accepted. Questions concerning the RFP and submission process should be submitted in writing to Shasta Platt at splatt@jsu.edu.**

Company Name: \_\_\_\_\_  
Name (Type or Print) \_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Alabama law (section 41-4-116, Code of Alabama 1975) provides that every RFP submitted and contract executed shall contain a certification that the vendor, contractor, and all 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 and/or lease tax on all taxable sales and leases into Alabama. By submitting this proposal, the submitting vendor is hereby certifying that they are in full compliance with State of Alabama Act No. 2006-557 and acknowledges that the awarding authority may declare the contract void if the certification is false.

Jacksonville State University reserves the right to accept or reject all RFPs or any portion thereof. JSU assumes no liability for expenses incurred by firms in the preparation of their responses to this RFP. Once received, all proposals become the property of Jax State.

Signature of authorized agent:  
\_\_\_\_\_



## **Purpose**

The purpose of this document is to state and define the terms and conditions under which the Contractor shall provide full comprehensive maintenance and repair services for vertical transportation systems identified, and the terms and conditions under which the Owner shall compensate the Contractor for such services rendered. This bid submission will serve as the contract between the awarded vendor, (Contractor) and Jacksonville State University (Owner).

It is the intent of this document to ensure all requirements, procedures, tests, inspections, service practices, component repairs, equipment renewals, system adjustments, filing procedures and recording documentation as referenced, mandated or otherwise implied herein are all inclusive, and to guarantee the Owner the absence of a particular item of work, service or procedure shall not alleviate the Contractor of the sole responsibility to provide such labor, expertise, materials, equipment, services or other procedures applicable to the agreement and practical requirements unless same is specifically excluded, prorated or deleted herein.

Minimum standards and requirements for services to be rendered shall be performed in accordance with the specifications and relative time periods. Where there is no specific requirement for a preventive maintenance procedure, the original equipment manufacturer (O.E.M.) standard shall be employed unless there is no relative documentation available. The absence of both a contract requirement herein and the O.E.M. design standard shall cause the contractor to engage the services of a qualified engineer to formulate the relative standards and incorporate same as an addendum to this agreement with the Professionals' Seal and Stamp.

It is the intent of this document that Jacksonville State University is accepting proposals for contract to provide a maintenance and service agreement that will cover JSU campuses. Bids submitted for maintenance/service agreement must meet all specifications included in this document with careful consideration for specifications noted "Emergency Callback Service" as 2.05 A1, 2, 3, 4 of this document. Owner will accept maintenance service agreement bids for each individual campus or combination thereof for consideration as a result where geographical logistics may present problems for required service to ALL campuses as defined in "Emergency Callback Service" 2.05 A1, 2, 3, 4 of this document. All bids submitted for individual campuses, combination thereof, or all-inclusive must include a completed "Exhibit B" form as described on page . Jacksonville State University therefore reserves the right to award this bid on an all or nothing basis or on a campus-by-campus basis where/when certain requirements can't be met to facilitate all campus and locations.

Jacksonville State University reserves the right to reject any and all bids and be sole judge as to quality versus cost.

Bid Submission Deadline: May 8, 2026 3PM CST

Questions can be directed to: Tyler Law at Capital Planning and Facilities

**GENERAL CONDITIONS**

**1.01 DEFINITIONS OF TERMS**

- A. The term “Owner,” as used herein, refers to Jacksonville State University, 700 North Pelham Road, Jacksonville, AL 36265
  
- B. The term Owner’s “Agent”, “Designee”, “Representative”, or references of similar import, as used herein, refers to Jacksonville State University, Dusty Christopher, Capital Planning & Facilities, 700 North Pelham Road, Jacksonville, AL 36265
  
- C. The term “Contractor”, “Elevator Contractor” or “Vendor” as used herein, refers to any persons, partners, firm, corporation, or officer(s) of such companies having an agreement with the “Owner” to furnish qualified labor and materials for the executions of the services and maintenance work described herein.
  
- D. The term “Subcontractor”, as used herein, refers to an persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.
  
- E. The term “Agreement”, “Contract”, or “Contract Documents”, as used herein, consists of this specific document, pages I, 1 to TBD; and any alternates, addenda, or substitutions as may be referenced under exhibits or riders approved by the parties for the final execution of the Agreement.

**1.02 ABBREVIATIONS AND SYMBOLS**

Abbreviations for associations, institutions, societies, reference documents and/or governing agencies, which may appear in this document, shall mean the following:

<b>Abbreviation</b>	<b>Description/Meaning</b>
AIA	American Institute of Architects
ANSI	American National Standards Institute
BOCA	Building Officials and Code Administrators International, Inc. (Basic National Building Code)
A.H.J.	Authority Having Jurisdiction
G.A.	Governing Agency
NEC	National Electrical Code
OSHA	Occupational Safety and Health Administration

### 1.03 AGREEMENT CONVERAGE

- A. The entire vertical transportation system(s) shall be maintained as hereinafter described, in accordance with the following detailed terms/. Trained employees of the Contractor will use all reasonable care to keep the systems in proper adjustment and in safe operating condition, in accordance with all applicable codes, ordinances and regulations. The requirements are specified in the singular with the understanding that all provisions shall be applicable to all units indicated unless otherwise specified.
- B. The specifications are written in the singular with the understanding identical work, materials and equipment shall be provided for all vertical transportation units identified unless otherwise specified.
- C. With the exception of only those items specifically identified as being performed by others, these specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by this document. Inasmuch as it is understood that any incidental work necessary to execute the agreement is also covered by the provided specifications, the contractor is cautioned to familiarize himself with the existing equipment and job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contractual Agreement for work, services or procedures covered herein.
- D. Maintenance coverage shall include, but is not limited to, preventive services, emergency callback services, inspection and testing services, repair and/or direct replacement component renewal procedures.
- E. Elevator(s) that may become sole responsibility of Jacksonville State University due to, but not limited to, factory warranty expiration, contractor warranty expiration, building warranty expiration, construction, renovation or otherwise, it shall be the awarded bidder responsibility to maintain such elevator(s) from such date and be maintained as described in the terms of this document. Such elevator(s) shall be invoiced separately to Jacksonville State University for the remaining current contract year using the hourly rates set within the current contract. Should contract be reviewed and/or renewed for continuance of coverage, the elevator(s) mentioned hereof, shall be included as part of the annual contractual agreement as described in 1.16 Payment/Terms, paragraph A, Subsection 1d Contract Renewal.
- F. Bid submittals shall include separate rate of charge for onsite standby coverage for special events such as football games, move-in, graduation, etc. Contractor shall supply a qualified mechanic grade or higher technician for coverage during times specified. Please indicate hourly rate pricing for these events in Exhibit A.
- G. Bid submittals shall include a separate rate of charge for nuisance calls. Nuisance calls are defined as calls to the elevator company which result in no work needed and must be documented by Jacksonville State University personnel.

- H. Bid submittals shall define, if any, *items not covered* and provide a separate rate of charge for work performed on these items.
- I. Jacksonville State University **requires that only non-proprietary** elevator parts, repairs, installations be done, as it is in the best interest of the University for elevator parts to be interchangeable.

#### 1.04 HOURS OF WORK

- A. All scheduled work shall be performed during regular working hours of the regular working day of the elevator trade, 7:30 a.m. to 4:30 p.m. CST, Monday through Friday, except holidays.
- B. Scheduled repairs and/or other major adjustment procedures necessitating removal of an elevator for an extended period of time must be scheduled through the Owner or Owner's Designee. The Owner's Representative retains the right to have such work completed during overtime hours with the understanding the Contractor shall pay for the regular labor portion and the Owner's/Owner's Designee extraordinary obligation is extra premium labor costs only.
- C. Emergency callback services shall be provided 24 hours per day, 7 days per week, 365 days per year, including weekends and holidays as further specified herein.

#### 1.05 SOLE RESPONSIBILITY

- A. Work shall be performed only by qualified individuals and/or teams. See section 2.01 for details. Technicians shall be directly employed and supervised by the Contractor, who are experienced and skilled in maintaining vertical transportation units similar to those to be maintained described in this document and shall not be assigned or transferred to any agent or subcontractor without the express consent of the Owner's Designee or Owner.
- B. It is mutually agree that the Contractor shall not be under any obligation hereunder to perform any repairs or replacements except those incidental to the normal operation of the machinery, and that the Contractor is not required under this contract to make repairs or replacements necessitated by reason of malicious damage, fire, including non-elevator component electrical fire, which are the result of causes beyond Contractor's control. Occurrences such as pulled stop switch, debris in door tracks, doors off track, bent safety edges, damaged rubber astragals, damaged buttons, etc. shall not be considered malicious damage and repairs will be covered at no additional cost under this contract. All repairs, if necessitated by this paragraph, will be performed at a fee not to exceed the standard rate in effect at the time service is performed.
  - i. It is mutually agreed that the Contractor shall make any and all repairs or replacements damaged by Contractor's improper repair, negligent or willful acts or omissions.

## 1.06 COMPENSATION

- A. Payment for services rendered shall be made monthly, within 30 days of Jacksonville State receiving invoice and if no pricing discrepancies or billing questions arise. If billing discrepancies arise, the payment will not be due until 30 days after discrepancies have been resolved. Superseding Contractor company policy, this contract shall not allow for additional charges related to delinquent balances except for those allowable by State law. **All work completed and invoiced MUST list Purchase Order Number or a Work Order Number. Invoices without this information will be sent back to the awarded vendor for correction and then must provide proof that the work was completed.**
- B. Payment for Emergency Callback services shall be:
- i. Included in the monthly lump sum price for procedures performed during regular working hours of regular working days of the elevator trade. If overtime services are requested, Owner shall pay for the overtime portion of such hours applicable only. Base labor hours shall be included in the monthly maintenance price with extra charges limited to the premium labor portion of work approved by the Owner's Designee.
  - ii. Invoiced monthly for all callback services with an itemized statement for each service rendered using the hourly rates specified in Exhibit "A." These invoices must contain a Purchase Order Number or Work Order number. This information should be received from the Maintenance Manager prior to service.

## 1.07 SUBSEQUENT EQUIPMENT MODERNIZATIONS/ALTERATIONS/UPGRADING

- A. Full comprehensive service and repair coverage shall be included under the terms of the agreement when equipment and/or component systems represented herein are modified or upgraded.
- B. ALL EQUIPMENT UPGRADES, REPAIRS, INSTALLATIONS, & PARTS MUST BE NON-PROPRIETARY ITEMS. THE UNIVERSITY DOES NOT WISH TO OPERATE ELEVATORS PROPRIETARY TO ANY ONE COMPANY OR PART(S).
- C. Such changes in equipment necessitating continuing full maintenance coverage may be initiated by the Owner under a separate voluntary extra cost upgrading agreement with or without this Contractor's permission or direct authorization and involvement before the work is performed.
- D. All non-elective changes or modifications necessitated due to obsolescence, parts unavailability, or the Contractor's inability to maintain these systems in accordance with the specifications herein shall be fully covered under this agreement regardless of application, method, or cost assignment for the life of the contract.

- E. Modernization of systems, parts, and added components and accessories thereof shall automatically be included under the terms of this full comprehensive agreement whether such components are specifically identified or not without extra cost to Jacksonville State University.

#### 1.08 NOTICE BY AUTHORITY OR COMPANY TO REPAIR OR REPLACE

- A. The Contractor shall comply with all written recommendations of the governing authority or independent inspectors, consultants and insurance carriers employed by the Owner. However, Contractor is not required under the contract to install new attachments or parts other and different from those now constituting the equipment, as recommended or directed by insurance companies, Government Authorities, or otherwise.

#### 1.09 RECORD-KEEPING

- A. A complete permanent record of inspections, maintenance, lubrication, and callback service shall be kept in the machine room or other designated location at the site of work. These records are to be available to Owner's Designee at all times. The records shall indicate the reason the mechanic was in the building, arrival and departure time, the work performed, etc., and these records will be property of the Owner. Recordkeeping requirements shall include Contractor assigned maintenance personnel and scheduled preventive maintenance procedures, inspections, tests and third party assisted examinations.

#### 1.10 Record Drawings

- A. Contractor shall provide and maintain two (2) complete sets of updated electrical wiring diagrams and control schematic drawings on file within the building's elevator mechanical room, or on top of cab for MRL units, and they are to become the property of the Owner for each group and/or individual system.

#### 1.11 REPORTS BY CONTRACTOR

- A. The Contractor shall, at any time during the term of the contract, upon written request of the Owner, render a report of inspections, repairs or replacements made by the Contractor at the premises herein, itemized as to parts installed or services performed, and supply samples of lubricants, compounds, or other materials employed.
  - i. Contractor shall prepare and issue all required forms and/or reports relative to examinations, tests, and inspections as specified herein.

#### 1.12 PRICING

- A. The awarded Contractor's pricing will be based on Exhibit A and B that are attached to this document and submitted with the original bid proposal on the stated opening date and time. All overtime and additional fees should be included or specified herein.

- B. Annual adjustments shall be effective the first day of the new contract and shall remain unchanged for the next 12 months. The pricing adjustments must be approved in writing by the Capital Planning & Facilities and Procurement Department.
- C. Notwithstanding anything to the contrary, the maximum annual increase shall not be more than 5% of the total contracted payment for the preceding contract year.

#### 1.13 INSURANCE COVERAGE

- A. The Contractor shall not commence work under these terms until it has been agreed to and obtained the following minimum insurance coverage:
  - i. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for the defense of and to pay and indemnify the Owner, their agent and employees against any loss, cost expense, liability or damage and will hold each of them harmless from and pay any loss, cost expense, liability or damage and will hold each of them harmless from and pay and loss, cost, expense, liability or damage (including without limitation, judgement, attorney's fees, court costs and the cost of appellate proceedings) which the Owner incurs because of sickness, injury to or death of any person or on account of damage to or destruction or property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the services of the furnishing of the equipment and supplies and/or any acts or omissions of the Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this contract.
  - ii. The Contractor shall, before the commencement of any provisions of any services, file certificates, showing existence of such insurance with the Owner, and such insurance shall be subject to the Owner's approval as to the adequacy of protections and compliance with the contract, and the satisfactory character of the Insurer. Such insurance shall be placed with Licensed and Admitted carries to write insurance and do business in the State of Alabama. Licensed for Surplus is not acceptable.
  - iii. The Owner agrees to give the Contractor notice within a reasonable time (Sunday and holidays exception) of any accidents, alteration or change affecting the equipment covered by this contract and of any change of ownership. It is understood and agreed that the Contractor will notify the Owner immediately when any equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment and it is further understood and agreed that the Contractor will immediately remove any equipment from service when the equipment becomes unsafe or operating in a manner which might cause injury to anyone using said equipment.

- iv. The Contractor agrees to maintain such insurance as will fully protect the Contractor, Agent and the Owner of the building from any and all claims under worker’s compensation act of employer’s liability laws, and from an and all other claims of whatsoever kind of nature for damage to property or for bodily injury, including death to anyone whomsoever, that may arise from the operations of the Contractor.
  
- v. Prior to the commencement of operations, Contractor will purchase and maintain the following minimum insurance as will protect it, the Owner and the Owner’s agents from any claim whether such operation shall be by the Contractor, its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:
  - A. Commercial General Liability Insurance on an Occurrence Basis including:
    - 1. Bodily Injury, Property Damage including Personal Injury and death.
    - 2. “Per Project” endorsement.
    - 3. Broad form property damage liability.
    - 4. Blanket Contractual Liability including contractual liability assumed by this contract.
    - 5. Independent Contractors Protective Liability coverage:
      - Indemnification Clause in contract in full favor of Jacksonville State University.
      - Vendor’s insurance policies shall be primary and non-contributory and shall provide waiver of subrogation against Jacksonville State University.
      - Insurance policies shall provide that written notice be given to Jacksonville State University at least 30 days prior to termination or modification.
      - Jacksonville State University shall be named as an Additional Insured on Vendor’s General Liability and Auto Liability policies.
      - Each policy of insurance maintained by Vendor for insurance require by this Agreement shall be underwritten by an insurer with an A.M. Best rating no less than A-.
      - Upon Jacksonville State University’s request, Vendor shall provide certificates of insurance and insurance policies 48 hours of request.

General Liability:	\$1,000,000 Occ/\$2,000,000 Agg
Auto Liability:	\$1,000,000 CSL
Worker’s Compensation:	limits as required by applicable state law/statutory limits
Employers’ Liability:	\$1,000,000
Umbrella Excess Liability:	Minimum \$4,000,000 with \$10,000,000 preferred

- B. The foregoing insurance policies shall be primary to another insurance which may be carried by the Owner and shall name Owner as additional insured with a specific policy endorsement as Jacksonville State University.
- C. The policies shall contain a provision giving Owner at least 30-day prior written notice of any change or cancellation of such insurance, in the event of cancellation of Non-Payment of Premium, in which 10-day notice will be provided. This notice will be included on the Certificate of Insurance.
- D. The required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- E. The Contractor will, at its own expense, maintain physical damage insurance in the amounts and against the perils desired by the Contractor on all property owned or rented by the Contractor. The Contractor hereby waives its rights of recovery again the Owner for any damage or loss to property of any kind which is owned or rented by Contractor or for which the Contractor is liable.

#### 1.14 CANCELLATION

- A. The Owner/Owner's agent shall have the right to cancel this agreement upon at least 30 days prior to written notice to the Contractor of its election to do so without penalty for the following:
  - 1. Elective upgrading of apparatus awarded to another vendor.
  - 2. Substandard services and/or poor maintenance practices as determined by Jacksonville State University Capital Planning & Facilities staff.
  - 3. Failure to comply with governing authority directives and/or citations.
  - 4. Cost analysis completed prior to expiration date.
  - 5. Building sale or closed.
- B. In addition to the rights provided in paragraph "A" hereunder, Jacksonville State University shall have the right to cancel the contract immediately, upon the occurrence of any of the following contingencies: bankruptcy of the Owner or Contractor, mortgage foreclosure, condemnation, destruction, or transfer or conveyance of Title to the premises in which the subject equipment is located or the premises in which the subject equipment is locate is rendered unusable in opinion of the Owner.
- C. Cancellation of a contractor prior to the expiration date shall entitle the contractor to payment or services rendered up to and including the date of cancellation; and, the Owner shall not be responsible for any expenses of subsequent costs that may be incurred by the contractor as a result of any early cancellation or standard contract agreement expiration.

## 1.15 NOTICES

- A. All notices given under the contract shall be in writing and addressed to the party to be notified, postage prepaid, by registered or certified mail, return receipt requested, or by delivering the same in person to such party. All notices shall be deemed to have been given as of the date of delivery indicated on the return receipt or date of failure to deliver by reason of changed address of which no notice was given or refusal to accept delivery, or when personally delivered. Any party or person to whom notices are to be sent or given pursuant to the contract may, by notice to all such other parties or persons mentioned herein, change its address for giving of notices, provided, however, that a notice of change of address shall be deemed effective only when received by the addressee. Notices to be given hereunder shall be sent or delivered to:

Contractor: Name, Address, Personal contact name and information (phone & email)

Jacksonville State University:  
C/O Capital Planning & Facilities Director  
700 North Pelham Road  
Jacksonville, AL 36265

## 1.16 PAYMENT/TERMS

- A. This service will be furnished from the official date of award for the period of 1 year. All replacement parts, repairs, adjustments, and associated services as specified herein, shall be supplied, installed, performed, and conducted at the Contractor's sole cost and expense unless otherwise specified herein.

B. Contract Renewal:

Jacksonville State University shall have the right, after the first year of agreement, to award 4 one-year (1) extensions for the continuation of services, for a total of 5 years of a possible contract. All terms, conditions, and provisions shall remain intact.

- i. Monthly invoices shall indicate the best monthly portions of the contract amount due under the agreement for maintenance services.
- ii. Any state or local tax charges, which may be applicable, are not included in the monthly fee indicated and shall be itemized on the monthly billing invoice statement accordingly.
- iii. Extraordinary work and/or other work, as approved by Jacksonville State University, shall be invoiced separately upon completion and acceptance of the work or other services performed.
- iv. Consideration shall be taken during contract renewal to elevator(s) that have become the responsibility of Jacksonville State University during a contract term which shall be included in renewal process, and any elevator(s) which will become the responsibility of Jacksonville State University for the renewal term. Reference 1.03 Agreement Coverage.

## 1.17 NON-PAYMENT

- A. Jacksonville State University may have the Contractor's work and systems' performance operations inspected monthly to ensure the Contractor is performing in accordance with this contract. If the work requirements are not maintained, the Owner/Owner's agent will retain the monthly payment to the Contractor until it is verified that the work and/or operating performance is back to standard. If 3 consecutive months of substandard maintenance and repair is noted, the Owner has the right to immediately cancel the contract without notice to the Contractor.
  
- B. The Owner and/or Owner's Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:
  - 1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after 3 days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost of the contract.
  - 2. Claims file or reasonable evidence indicating probably filing of claims due to the Contractor's failure to perform.
  - 3. Claims filed or reasonable evidence indicating probable filing of claims due to the Contractor's failure to perform.
  - 4. Damage to the building as a result of work performed or another subcontractor's failure to perform.

#### 1.18. CHANGES IN THE WORK (Adding and Deleting Elevators)

- A. The Contractor shall include within the bid a list of unit prices for all elevators included in this agreement. These unit prices will be used as a basis for adding and/or deleting elevator units to and/or from the contract and subsequently calculating new monthly service cost.

#### 1.19 ERRORS AND OMISSIONS

- A. Contractor shall notify the Owner in writing regarding any necessary services, coverage or items which may have been omitted from the maintenance specifications and irregularities, discrepancies or duplications that could affect the full comprehensive intent of the agreement. Notification in writing should be mailed to:

Shasta Platt  
Director of Procurement  
700 North Pelham Road  
Jacksonville, AL 36265

And

Dusty Christopher  
Capital Planning & Facilities  
700 North Pelham Road  
Jacksonville, AL 36265

- B. Any duplication of work or coverage is specified as a means of demonstrating the contract requirements, but such duplication if any, is not intended to expand coverage or increase requirements for such work or services and duplication shall not increase costs or provide justifications for extra or additional charge to the Owner.

#### 1.20 LABOR LAWS

- A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state, and local labor laws.

#### 1.21 ASSIGNMENTS

- A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due him or to become due to him hereunder without the previous written consent of the Owner.

#### 1.22 FORCE MAJEURE

- A. Neither party shall be liable by reason of any failure or delay in the performance of its obligations due to strikes, riots, fires, explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause.

#### 1.23 CONTRACTOR'S LICENSE

- A. If required by law, Contractor certifies that it is licensed in the state, municipality and/or local jurisdiction where the property is located to perform the elevator maintenance services pursuant to this Agreement, and that the license will be maintained current and valid for the Initial Term and any renewal term of this Agreement.

#### 1.24 WAIVER

- A. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies and rights of the parties contained in this Agreement shall be cumulative.

### PART 2 – PRODUCTS AND SERVICES

#### 2.01 CONTRACTOR'S EMPLOYEES

##### A. EMPLOYEES ASSIGNED TO JACKSONVILLE STATE UNIVERSITY

- A. 1. Contractor shall provide as a minimum, one mechanic grade technician, with at least 5 years verifiable service experience post certification, 3 days per week (also see alternate for

5 days per week option), preferably Monday/Wednesday/Friday, 52 weeks per year, to be on the campus of Jacksonville State University to service elevators, respond to entrapments, diagnose and make repairs, perform annual testing, and all other functions necessary to fulfillment of this contract. In addition, Contractor shall provide any additional helpers, technicians, mechanics, adjusters, or repair crews to fulfill the requirements of this contract.

2. The Contractor agrees to furnish only highly skilled elevator mechanics having at least the minimum requirements listed under 2.01 B.

3. Except for repair crews and emergency workers, all employees assigned to this work shall be approved by the Owner. Any employees of Contractor not satisfactory to Owner will be replaced upon Owner's written request as soon as possible, but not later than two weeks, by others who will be satisfactory. The question as to whether any employee proves satisfactory to Owner is determined solely by the Owner, with or without cause, and without regard to the basis upon which such decision shall be made.

4. Contractor shall, upon request of Owner, supply Owner with company records, relating to term of service, craft qualification, and experience proposed by Contractor, of any employee or agent of Contractor who is employed by Contractor pursuant to the terms of this Contract.

5. The Contractor shall not change the nominated and approved employee roster covered by this Contract without written authorization from the Owner.

#### B. MINIMUM QUALIFICATIONS

1. Contractor must have ample qualified employees so as to provide emergency response within 1 hour during nights, weekends, and holidays, and within 1 hour during regular working hours of the elevator trade.

2. Contractor's elevator service mechanics assigned to Jacksonville State University must be highly skilled elevator repairmen and employed full time by the Contractor. They must have either the Certified Elevator Technician (CET) or the Mechanics Card issued by the IUEC and have a minimum of 5 years of service experience post certification. Contractor shall also have an expert, full time, elevator adjuster in their employment for at least 5 years. Contractor must provide evidence of these qualifications.

Documentation must include the following and is to be submitted with bid:

- a. Certifications and Permits.
- b. Previous work experience, which includes: name and address of employer(s), length of service, job title, brand name and type of equipment worked on.

#### 2.02 MAINTENACE AND REPAIR LABOR

A. Contractor shall provide all necessary labor, including helpers, technicians, mechanics, adjusters, or repair crews to fulfill the requirements of this contract. Any callbacks within normal operating hours, Monday through Friday, shall be included as part of this contract and included as part of the standard monthly service charge. No additional charges shall apply.

B. Contractor shall provide scheduled systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, elevator mechanical rooms, hoist ways and pits. The Contractor shall include a minimum of 1.25 hour per elevator per month that is to be dedicated to routine preventive maintenance. (Using ONLY non-proprietary parts.)

- C. All technicians shall sign in and out at Capital Planning & Facilities.
- D. A summary of all preventive maintenance performed during the months shall be turned in to Capital Planning & Facilities on a monthly basis.
- E. A qualified mechanic grade or higher technician shall be on the main Jacksonville State University campus located in Jacksonville, Alabama a minimum of 3 days per week -- Monday, Wednesday, Friday preferably – for no less than 24-hours per week to service elevators, respond to entrapments, diagnose and make repairs, perform annual testing, and all other functions necessary to fulfillment of this contract.

## 2.03 CLEANING

- A. The Contractor shall during the course of all examinations remove and discard immediately all accumulated dirt and debris from the car top(s) and pit area(s). Prior to each annual anniversary date of this Agreement, Contractor shall thoroughly clean down the entire hoist way of all accumulated dirt, grease, dust, and debris each year.
- B. Elevator mechanical rooms, pits, and cart tops shall be kept in pristine condition with absolutely no trash in these areas and shall be subject to random inspection by Owner. Any room not passing inspection shall be remedied by the awarder of this agreement within 24 hours of receiver notice of a failed inspection.

## 2.04 PAINTING

- A. The Contractor shall keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted, always identified and presentable. Motor winding and controller coils shall be periodically treated with proper insulating compound.

## 2.05 INSPECTIONS/TESTS

- A. The Contractor shall conduct Safety, Efficiency and Maintained Conditions surveys, inspections and tests as follows:
  - 1. Semi-Annual quality control evaluations by a qualified supervisor to ensure and confirm the services and procedures as specified herein are properly executed relative to maintenance and performance standards for the systems serviced.
  - 2. Mandated inspections and testing in accordance with all ASME A 17 Standards applicable per local law; filing of all procedures and payment of all relative fees per the Authority Having Jurisdiction (A.H.J.) and preparation of reports within the required time periods for the examination(s) rendered.
  - 3. The Owner retains the right to engage the services of a third-party qualified and certified agency for the sole purpose of witnessing mandated inspections and tests performed by the Contractor. Should the Owner elect to utilize this provision, the Contractor shall conform to the third-party agency schedule and provide qualified labor at no additional charge to Owner.
  - 4. If applicable, independent testing of Fire Emergency Operating Systems and/or Emergency Power System test in accordance with local law requirements and

ASME standards. The Owner retains the right to have these tests performed on a no-to-interfere basis at any hour of the day and any day of the week; and the cost for overtime work shall be limited to the premium labor portion for work performed on an overtime basis.

5. These evaluations shall be documented and reviewed, in person, with the Owner's representative (typically personnel from Capital Planning & Facilities) on a semi-annual basis.
6. Quarterly onsite meetings with Service Superintendent (these shall include quality control evaluation reviews) shall be scheduled with the Owner's representative to review service, upcoming events, cleanliness inspections, and any issues the owner and/or contractor may have.

#### 2.06 EMERGENCY CALLBACK SERVICE (24 HOURS, 7 DAYS PER WEEK)

- A. Provide emergency callback service in response to requests from the Owner or designated representative, by telephone or otherwise, for emergency adjustment or minor repairs on any day of the week, at any hour, day or night. If repairs cannot be made immediately, the mechanic shall notify the Owner's Representative as to the reason why and provide supplemental information regarding the restoration of services.
  1. Callback service in response to passenger entrapments shall be provided within 1 hour, 24 hours a day, 7 days a week, 365 days per year.
  2. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within 1 hour during regular working hours and within 2 hours during non-working hours Monday through Friday CST, except holidays.
  3. Callback services for out-of-service units that have been secured by the Owner's Representative shall be provided within 3 hours at all other times not specified about in "1" or "2."
  4. Callback services for non-essential system malfunctions that do not constitute, an operational or other safety condition shall be provided during normal working hours of regular working days within 4 hours of the request for service.

#### 2.07 REPAIRS, RENEWALS, AND REPLACEMENTS

- A. Repairs, renewals, and replacements shall be made by the Contractor as soon as examinations reveal or updated code requirements dictate the necessity of the same, or when the Customer so advises the Contractor under the terms of this Agreement. The contractor shall furnish all labor, supplies, parts and material necessary to perform cleaning, lubrication, adjustments, inspection, repairs or replacements to elevators and accessories. All new parts, repairs, and upgrades should be used using non-proprietary parts, anything used that is considered proprietary to a particular brand or manufacturer must be approved by the owner prior to installations. It is understood and agreed that repairs, renewals, and replacements shall be made in accordance with high standards of preventive maintenance practice and that the repair and renewals of parts made shall be equal in design, workmanship, quality, finish fit, adjustment, operations and appearance to the original installation and that replacements shall be new and genuine parts equal to those parts supplied by the manufacturer of the original equipment or its successor, and shall apply to the repair, renewal, or replacement of all mechanical, electronic, and electrical parts, including but not limited to the following:

1. Automatic door systems, power operated door systems and manual door/gate systems complete.
  - i. Power operator and engagement linkages
  - ii. Car door top track and hanger roller assemblies.
  - iii. Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
  - iv. Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
  - v. Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
  - vi. Electromechanical safety interlock assemblies, related operating mechanisms, clutch, or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
  - vii. All new parts, controls, components, etc. installed must be readily available from a distributor in North America.
  
2. Car frame, platform, and car safety devices complete.
  - i. Crosshead, stiles, hitch plates, tie rods, supports and related structures.
  - ii. Car guides, shoes, stands, spindles, gibs, rollers, and tensioning devices.
  - iii. Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
  - iv. Car fans, blowers, and cab ventilation systems.
  
3. Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms, and weighted foundations and structures complete.
  - i. Geared tractions and winding drum units, gearless traction and related systems complete.
  - ii. Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheave, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers, and hardware.
  - iii. Integral and free-standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
  - iv. AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.
  
4. Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.

- i. Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, are shields, shunts, holders and hardware.
- ii. Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
- iii. Filters, fans blowers, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.
- iv. Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.

5. Car and counterweight safety systems

- i. Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
- ii. Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.

6. Hoistway and pit equipment.

- i. Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
- ii. Wire ropes, chains and cables used for suspension, compensation, safety, and selector encoding with related hitch and connection hardware complete.
- iii. Corridor entrance top track and hanger rollers, toe guards, facias, dust covers, sills stops, bumpers, eccentrics, retainers, and bottom guides.
- iv. Overhead machine room, secondary and 2:1 wire trope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.
- v. Electrical wiring and conduit, electrical traveling cables, electrical limits, slowdowns, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
- vi. Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
- vii. Counterweight assemblies, guides, rollers, stands, strike plates, safeties, and hitch devices.
- viii. Car counterweight buffers, stands, strikes, blocking, platforms., extension devices, mounting hardware and appurtenances.
- ix. Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs, and guards.

7. Operating and signal fixtures with electrical wiring.

- i. Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.
  - ii. Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
  - iii. Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
  - iv. Emergency lighting systems, emergency communication devices, and signal systems complete.
  - v. Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, locations indicators, security controls and monitors.
8. Hydraulic systems' components, including but not limited to, tanks, hydraulic oil, valves, pump, cylinder head, above ground piping hoses, fittings, gauges, seals, O-rings, filters, screens, packings, belts, recovery devices, overflow devices, rescuator or other emergence operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shutoff valves.
9. The following items of equipment are excluded: Main line power switches and fuses, car enclosure, car doors, hoist way enclosures, hoist way doors and door frames, buried hydraulic piping, cylinder and conventional below-grade plunger assemblies.

## 2.08 PRORATIONS/EXCLUSIONS

- A. The Contractor may elect to prorate or exclude specific components as a result of their own equipment inspection in accordance with the following:
  - i. The present replacement and/or repair cost of each itemized component or system specified at the time of bidding is proposed as a pre-maintenance option.
  - ii. Detailed formula for pro-rata clause based on the present replacement price, labor and material escalation in accordance with this document and percentage of time this Agreement is in force prior to replacement.
  - iii. Proration and/or exclusion provisions shall be specifically detailed for the applicable vertical transportation units with the understanding that such limitations do not reduce or eliminate the Contractor's liability on other systems covered under the terms of this Agreement, and repair or replacement of such items prior to or during the term of this Agreement will automatically delete reduce coverage for all future work required after the first repair or replacement.
- B. Prorations, exclusions or other component coverage modifications shall be approved by the Owner prior to the execution and/or contract renewal or such changes shall be null and void without conflict or alteration of the contractual conditions including price and maintenance contingencies.

## 2.09 OBSOLESCENCE

- A. For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier.
- B. In the event equipment and/or a component part thereof, as covered under this agreement cannot be replaced on a direct exchange basis or repaired/remanufactured using readily available components and labor, the condition shall be reported to the Owner's designee with the following information:
  - i. Alternative equipment or component parts renewal options for restoration of the system due to obsolescence.
  - ii. Procurement and installation time for restoration of system service.
  - iii. Any Local Law or safety code requirements that will be triggered by the alternative equipment or component renewal (i.e., including filing, tests, and approvals).
- C. Payment for obsolescence work shall be based on the extra cost to the contractor only.
  - 1. Labor cost over and above the time necessary for standard equipment and component renewal or repair procedures.
    - i. Contractual hourly rate schedule as provided under Exhibit 'A' shall be used to compute the extraordinary labor charge if applicable.
    - ii. Actual material extra cost to the contractor minus the value of the standard component replacement cost plus a maximum of 5% mark-up on the cost variance only.
    - iii. At Owner's option, a lump sum extra cost price may be employed in lieu of time and material as indicated above.
- D. Subsequent to the Owners authorization to proceed with an alternative obsolescence repair and approval of the relative extra cost, if any, the contractor shall immediately perform such work and restore operating services.
- E. The Owner shall retain the right to competitively bid obsolescence repairs and replacements; and such work as performed by another qualified contractor shall not diminish or otherwise alter the coverage provided under this agreement subject to the following:
  - 1. The maintenance contractor has the right to inspect the work performed by others; and, when conditions warrant, reject obsolescence procedures that increase their contractual liability.
    - i. Should the contractor reject an obsolescence repair by others, a qualified third-party consultant shall be commissioned to evaluate work and render a decision regarding the acceptability of the prevailing conditions.

## 2.10 SCHEDULED SERVICE PROCEDURES

- A. Maintenance requirement, in addition to scheduled and emergency repairs, renewals and testing, shall include but are not limited to:
- i. Examination of wire ropes to maintain proper tensioning and legal bottom clearances on a monthly basis for shortening and adjusting ropes as required and performance of all reshackling procedures per ASME A17.1 standards and local laws in conjunction with maintenance of related slack cable devices, machine limits or other safety equipment.
  - ii. Examination, repair and replacement of all electrical wiring, traveling cables, conduits, connections and related apparatus extending from the main line power supply switch in the machine or other power supplies in hoistways.
  - iii. Maintenance of pit, hoistway, and machine room lighting to include relamping, wiring and switch controls.
  - iv. Mandate inspections and relative labor requirements for third party examinations and/or test procedures as approved by the Owner.

## Part 3 – EXECUTION AND SUPPLEMENTAL REQUIREMENTS

### 3.01 PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED (ELEVATORS)

- A. The control system shall be maintained to provide smooth acceleration and retardation. Contractor must maintain elevators in accordance with the original equipment manufacturer (O.E.M.) design performance specifications (including floor-to-floor times, door timing, rated speed, group supervisory system, etc.). The door close pressure must never exceed 30 pounds. The following performance schedule shall be adhered to:
- i. Contract Speed: The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
  - ii. In accordance with the ASME A17.1 Code, the elevators shall be maintained and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
  - iii. Leveling Accuracy: The elevator shall be adjusted to provide accurate leveling within ¼” of the floor level without re-leveling regardless of load.
  - iv. Door operating times: TBD
  - v. Non-interference Door Dwell Times:
    - Car Call Door Hold: 3 seconds minimum
    - Hall Call Door Hold: 4 to 5 seconds minimum
  - vi. Floor to Floor Time (Flight Time): TBD

### 3.02 PARTS INVENTORY AND WIRING DIAGRAMS

- A. The Contractor shall maintain an inventory of spare parts for scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include but are not limited to contacts, coils, solid-state boards, relays, resistors, timing

devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, car guides and an assortment of hardware.

- B. The Contractor shall maintain and continually update wiring diagrams and control schematics to ensure “as built” documents remain on site and the proper of the Owner per the maintenance agreement.

### 3.03 RELIABILITY GUARANTEE

- A. Contractor shall correct any system malfunction which requires the removal of a unit from normal operating service within 72 hours of the initial failure. All new unit installations must be installed using non-proprietary brands/parts, as it is in the best interest of the University.
- B. If the unit is not returned to service within the specified time allotment, the Contractor shall reduce the subsequent monthly maintenance charge for the unit by amount equal to 5% of the total monthly unit price for each 24-hour period the unit is out of service from the date of system malfunction.
  - i. However, Contractor shall not be penalized for pre-approved and scheduled maintenance repairs, tests, or other conditions necessitating unscheduled major work procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

### 3.04 MATERIALS AND WORKMANSHIP

- A. All materials and parts are to be new and of the best quality of the kind specified. Installation of such materials shall be accomplished in a neat workmanlike manner. In case the Contractor should receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or workmanship, the Contractor shall, within 24 hours proceed to remove such work or materials and make good all other work or materials damaged thereby. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in values or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time during the Contract term; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

**EXHIBIT A**

Monthly rate of charge for a mechanic grade technician, with at least 5 years verifiable service experience post certification, to be on the main Jacksonville State University campus located in Jacksonville, Alabama a minimum of 3 days per week -- Monday, Wednesday, Friday preferably -- during normal business hours (8 AM – 4:30 PM) for no less than 24-hours per week to service elevators, respond to entrapments, diagnosis and make repairs, perform annual inspections and all other functions necessary to fulfillment of this contract.

\$ \_\_\_\_\_

Monthly rate of charge for a mechanic grade technician, with at least 5 years verifiable service experience post certification, to be on the main Jacksonville State University campus located in Jacksonville, Alabama a minimum of 5 days per week – Monday through Friday during normal business hours (8 AM – 4:30 PM) for no less than 40-hours per week to service elevators, respond to entrapments, diagnosis and make repairs, perform annual inspections, and all other functions necessary to fulfillment of this contract.

\$ \_\_\_\_\_

**EVENT PRICING DETAIL SHEET  
(PLEASE PROVIDE 2 COPIES WITH SUBMISSION)**

Rate of charge for onsite standby coverage for any on-campus major event. These dates will be conveyed to the awarded elevator company as soon as dates and times are known. The events will require standby coverage 1 hour before and 1 hour after with an estimated event length of 3 to 5 hours. Provide an hourly flat rate as length of events will vary.

**PRICE FOR STANDBY COVERAGE PER HOUR FOR ON-CAMPUS EVENTS**

\$ \_\_\_\_\_

Rate of charge for nuisance calls. Nuisance calls are defined as calls to the elevator company which result in no work needed. Nuisance calls must be documented by Jacksonville State University personnel. **NUISANCE CALL CHARGE**

\$ \_\_\_\_\_

Rate of charge for emergency calls that are outside of normal operating hours, weekends, and holidays.

**FLAT RATE PRICE PER HOUR FOR EMERGENCY CALL – AFTER NORMAL BUSINESS HOURS:**

\$ \_\_\_\_\_

**FLATE RATE PRICE PER HOUR FOR EMERGENCY CALL – DURING HOLIDAYS:**

\$ \_\_\_\_\_

**EXHIBIT B**

<b>Building Name</b>	<b>Call #</b>	<b>Equipment Type</b>	<b>Manufacturer</b>	<b>Capacity</b>	<b>ALE #</b>	<b>Monthly Cost</b>
Angle Hall	US145089	Hydraulic	Thyssenkrupp	4500	045945	
Ayers Hall	US145072	Hydraulic	Kone	4000	000114	
Baseball Field	US380975	Hydraulic	Thyssenkrupp	2100	103649	
Baseball Field		Platform Lift	Garaventa Lift	550	103650	
Brewer Hall	US145004	Hydraulic	General	2000	009668	
Brookstone		Hydraulic	Thyssenkrupp	2100	035631	
Cole Auditorium	US145015	Hydraulic	Dover	2100	009673	
Cole Library 1	US161267	Traction	Thyssenkrupp	2500	009681	
Cole Library 2	US161268	Traction	Thyssenkrupp	2500	009682	
Cole Library 3	US161269	Traction	Thyssenkrupp	2500	009683	
Cole Library Service Elevator	US161270	Traction	Thyssenkrupp	3000	009674	
Coliseum	US145006	Hydraulic	General	1500	009665	
Computer Center	US145007	Hydraulic	Dover	2100	009666	
Dining Hall	US1289978	Hydraulic	Thyssenkrupp			
Daugette Hall	US394574	Hydraulic	Thyssenkrupp	3500	103087	
Football Ops	US1286379	Hydraulic	Thyssenkrupp			
Kenamer Hall	US144394	Hydraulic	Thyssenkrupp	2100	000872	
Martin Hall	US145003	Hydraulic	Mowery	4000	009667	
Mason Hall 1	US145012	Hydraulic	Thyssenkrupp	2500	104908	
Mason Hall 2	US145011	Hydraulic	Thyssenkrupp	5000	105491	
McClellan Auditorium	US166676	Platform Lift	Porch Lift	2100	32265	
McClellan Higher Ed	US144386	Hydraulic	Thyssenkrupp	750	32266	
McClellan Library	US166675	Hydraulic	Porch Lift	750	32267	
McGee	US145016	Hydraulic	Mowery	4000	009663	
Meehan Hall 1	US165257	Traction	Otis	4000	050730	
Meehan Hall 2	US165258	Traction	Otis	4000	050731	
Meehan Hall 3	US165259	Traction	Otis	4000	050732	
Meehan Hall 4	US165260	Traction	Otis	4000	050733	
Meehan Hall Service Elevator	US165261	Traction	Otis	4500	050729	
Merrill Hall A	US792983	Traction	Thyssenkrupp	3500	106068	
Merrill Hall B	US792984	Traction	Thyssenkrupp	3500	106070	
North Village 1	US1275130	Hydraulic	Thyssenkrupp			
North Village 2	US1275131	Hydraulic	Thyssenkrupp			
Ramona Wood	US145008	Hydraulic	Dover	2100	009679	
ROC		Hydraulic	Thyssenkrupp			
ROC/Old Church		Hydraulic	Otis		029449	
Round House		Platform Lift	Porch Lift	750	9670	

Rowe Hall	US145009	Hydraulic	Dover	2100	009675	
Self Hall	US145014	Hydraulic	Dover	2100	009672	
Softball Field Lift	US349436	Platform Lift	Garaventa	750	057782	
South Campus 1	US1038035	Traction	Mitsubishi	4000	19700	
South Campus 2	US1038078	Traction	Mitsubishi	4000	19701	
South Campus 3	US1038079	Traction	Mitsubishi	4000	19702	
Sparkman Hall 1	US161271	Traction	Thyssenkrupp	2500	009677	
Sparkman Hall 2	US161272	Traction	Thyssenkrupp	2500	009678	
Stone Center	US145010	Hydraulic	Dover	2100	009676	
TMB	US145017	Hydraulic	Mid American	3500	009669	
West Village 1		Traction	Thyssenkrupp			
West Village 2		Traction	Thyssenkrupp			
West Village 3		Traction	Thyssenkrupp			
West Village 4		Traction	Thyssenkrupp			

### **University Rights to Award or Rejection**

The University reserves the right to accept or reject any or all Proposals and is not necessarily bound to accept proposal if that proposal is contrary to the best interest of the University. In making an award, intangible factors such as Bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. The University reserves the right to waive any or all formalities.

### **Proposal Evaluation and Award**

1. Reputation of the vendor and their services.
2. Quality of the vendor's services.
3. Extent to which the services meet the University's needs.
4. Delivery based upon the university's needs.
5. Vendor's past relationship with the University.
6. Total long-term cost to the University for retaining the vendor's services.
7. Any other relevant factors provided in response to this request.

### **Intent to Award**

Unless all proposals are rejected, the University 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. A detailed explanation of this process may be reviewed in the Alabama Administrative Code, Chapter 355-4-6-.01. All protest communications filed via email must be sent to: [purchasing@jsu.edu](mailto:purchasing@jsu.edu).

### **Contract Period**

As mutually agreed upon, the successful Proposer shall be awarded a Contract for one (1) year, with the option to renew the Contract additional four-year (4) period. The renewals will be under the same terms and conditions if it should be deemed advisable and advantageous to do so. Renewal of this Contract shall be contingent upon annual satisfactory performance evaluations by the University.

### **Form of Proposal**

All proposals must be sealed when received. Electronic proposals will not be considered.

## **Requests for Clarification**

Bidders desiring further information or interpretation of proposal requirements must make requests in writing to Shasta Platt, Director of Procurement and Fixed Assets, 700 Pelham Road North, Room 324, Jacksonville, AL 36265 or by email to [purchasing@jsu.edu](mailto:purchasing@jsu.edu), at least seven (7) calendar days prior to proposal opening. Answers to such requests will be given to all recorded bidders.

## **Terms**

The awarded vendor must agree to accept a purchase order as a contract for the service or equipment purchase. JSU does not agree to pre-pay or pay a deposit on equipment orders. The vendor should invoice JSU upon equipment delivery and completion of other services.

This contract may include a provision requiring the contractor to bear the cost of criminal background checks (state and federal criminal convictions and sex offender registry status for the last seven years) for all employees, agents, or subcontractor performing work on University property.

## **Amendments to Proposal**

The receipt of all amendments must be acknowledged by bidders. Price Negotiation after a proposal has been opened, with the exception of price negotiations with the lowest responsible bidder, no changes in proposal prices or other provisions of proposals prejudicial to the interest to the University or fair competition shall be made.

## **Modification or Withdrawal of Proposals**

Proposals may be modified or withdrawn by written notice if received at the place designated for receipt of proposals, prior to the proposal due date and time.

## **Late Proposals, and Late Withdrawals**

Any proposal submission or withdrawal received after the specified due date and time at the place designated for receipt of proposals will be considered late.

## **Responsibility and Responsiveness**

Proposals will only be considered by a bidder who has submitted a proposal which confirms in all material aspects to the Request for Proposals.

## **Proposal Submission**

**One (1) original and one (1) copy of all documents must be submitted.** The proposal number, opening date and time must be listed on the outer envelope. It is the responsibility of the respondent to ensure that the proposal packet arrives in the Procurement and Fixed Assets office on time. No late proposals are allowed to be accepted per Alabama State Bid Law. To ensure timely receipt, the proposal packet should be hand delivered or sent by commercial carrier to:

Jacksonville State University  
Attn: Shasta Platt  
Procurement and Fixed Assets  
700 Pelham Rd N  
324 Angle Hall  
Jacksonville, AL 36265

**Include in your sealed proposal envelope:**

1. Proposal Form
2. Original State of Alabama Disclosure Statement
3. Memorandum of Understanding as documentation of vendor registration with the Federal E-Verify system (contact your company's Human Resources Department or visit <https://www.e-verify.gov> to register)
4. W-9 form from IRS
5. Certificate of Compliance with Ala. Code 41-16-5
6. Certificate of Compliance with Ala. Code 31-13-1
7. Certificate of Compliance with Ala. Code 41-16-160
8. Bid Bond

**Bid Bond**

The State of Alabama Competitive Bid Law requires a bid bond (or cashier's check) for any contract that includes services for 5% percent of the bid amount not to exceed \$10,000. A cashier's check may be provided in lieu of the bid bond. The bid bond funds will be returned to the vendor upon notification of the successful completion of the contract.

**Insurance Requirements**

Proof of General Liability and Workers Compensation Insurance must be provided with the Proposal response.

General Liability:

- \$1,000,000 Bodily injury and property damage combined occurrence
- \$3,000,000 Bodily injury and property damage combined aggregate
- \$1,000,000 Personal injury aggregate
- Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.
- Jacksonville State University should be listed as an additional insured.

Workers Compensation and Employers Liability:

- \$100,000 Limit each occurrence

## **BID GUIDELINES**

- Complete the attached State of Alabama Disclosure Statement
- Memorandum of Understanding as documentation of vendor registration with the Federal E Verify system (contact your Human Resources Dept or register at <https://www.e-verify.gov/employers>)
- Three References
- Certificate of Insurance - General Liability
- Certificate of Insurance - Workers Compensation
- State of Alabama Business License (or proof of qualification to do business in the State of Alabama)
- Beason-Hammon Act Certificate of Compliance Ala. Code 31-13-1
- Certificate of Compliance Ala. Code 41-16-5 (Boycott)
- Certificate of Compliance Ala. Code 41-169-160 (Economic Boycott)
- Bid Bond
- Complete the Proposal Response Form
- Must have attended the Mandatory Pre-Bid Meeting/Walk-through

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**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
(Ala. Code § 31-13-1)**

**RE: Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_  
**by and between** \_\_\_\_\_ **(“Contracting Party”)** and  
**Jacksonville State University.**

The undersigned hereby certifies to Jacksonville State University as follows:

The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity and has knowledge of the provisions of Ala. Code § 31-13-1, known as The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (“Act”).

The Contracting Party is a business entity or employer as those terms are defined in Ala. Code §31-13-3(2) and (5).

The Contracting Party certifies that it has not knowingly employed an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

The Contracting Party certifies that it is enrolled in E-Verify and will continue to be enrolled in E-Verify for the duration of the contract/agreement.

\_\_\_\_\_  
Contracting Party Name (Printed)

\_\_\_\_\_  
E-Verify User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent of Contracting Party (Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contracting Party

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Contracting Party

**CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-5**

**RE: Contract \_\_\_\_\_ (describe by number or subject), by and between Jacksonville State University and \_\_\_\_\_ (“Contracting Party”)**

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-5.
2. The Contracting Party is a corporation, partnership, limited liability company, organization or other legal entity conducting or operating any trade or business in Alabama OR is a corporation, organization, or other legal entity operating in Alabama that is exempt from taxation under Section 501(c)(3) or (4) of the Internal Revenue Code.
3. The Contracting Party represents 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. Boycott is defined as “to blacklist, divest from, or otherwise refuse to deal with a person or business entity when the action is based on race, color, religion, gender, or national origin of the targeted person or entity or is based on the fact that the boycotted person or entity is doing business in a jurisdiction with which this state can enjoy open trade and with which the targeted person or entity is doing business.”

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor’s Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Contractor’s Authorized Representative

## CERTIFICATE OF COMPLIANCE WITH ALA. CODE 41-16-160

**RE: Contract \_\_\_\_\_ (describe by number or subject), by and between Jacksonville State University and \_\_\_\_\_ (“Contracting Party”)**

The undersigned hereby certifies and agrees as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contracting Party named above, is authorized to provide the verification as the official and binding act of that entity and has knowledge of Ala. Code § 41-16-160.
2. The Contracting Party is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Contracting Party, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Contracting Party does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
  - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
  - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
  - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
  - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
  - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Verified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Contracting Party’s Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Contracting Party’s  
Authorized Representative





# State of Alabama Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract   
  Proposal   
  Request for Proposal   
  Invitation to Bid   
  Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes   
  No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes   
  No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

