



INVITATION TO BID NO: 10-X-2215989

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

REQ. AGENCY : 010022
DEPARTMENT OF FINANCE
AGENCY REQ. NO. : 1034039RA
T-NUMBER : T214
DATE ISSUED : 01/04/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1434067
BUYER NAME : RAY BRESSLER

INVITATION TO BID

FOR: ELEVATOR MAINTENANCE

BUYER PHONE NO. : (334) 242-4670-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 01/20/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 01/21/10 TIME: 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.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

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 HERBY 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

FEIN OR SSN

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 EXP:

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES 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 "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), 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 NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. 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. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

- BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
- RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
- BID RECEIVED LATE
- BID NOT SIGNED/NOT ORIGINAL SIGNATURE
- BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
- NOTARIZED OWN SIGNATURE
- REQUIRED INFORMATION NOT SUBMITTED WITH BID
- FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

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 HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, 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.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, 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 A PURCHASE ORDER WILL BE PRODUCED. 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).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

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 ITB (INVITATION-TO-BID).

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 PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

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 10-2B-15.01, 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 KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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AWARD:
AWARD WILL BE BY INDIVIDUAL ITEM, OR GROUPS OF ITEMS (IF INDICATED)
TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS.

CERTIFICATION OF INSPECTION:
THIS STATEMENT CERTIFIES THE VENDOR HAS INSPECTED THE FACILITY/AREA
LISTED HEREIN AND IS AWARE OF ALL REQUIREMENTS, TERMS AND CONDITIONS
OUTLINED. TO VALIDATE THIS CERTIFICATION, THE VENDOR AND AGENCY
MANAGEMENT (DIRECTOR, MANAGER, SUPERVISOR ETC) MUST SIGN BELOW. THIS
SIGNED STATEMENT MUST BE RETURNED WITH THE BID, OR THE BID WILL BE
REJECTED.

VENDOR'S SIGNATURE: _____ DATE: _____

AGENCY'S SIGNATURE: _____ DATE: _____

TITLE: _____

DEFAULT:
WHEN A VENDOR DEFAULTS ON A CONTRACT/PURCHASE ORDER, THE STATE CAN
PROCURE THE GOODS OR SERVICES FROM OTHER SOURCES AND HOLD THE VENDOR
RESPONSIBLE FOR ANY EXCESS IN PRICE/HANDLING. THE VENDOR MAY BE
BARRED FROM BIDDING FOR AN INDETERMINATE PERIOD.

LIABILITY INSURANCE:
VENDOR MUST HAVE A MINIMUM OF \$100,000.00 LIABILITY COVERAGE WITH
\$50,000.00 FOR EACH OCCURANCE AND MUST BE IN EFFECT FOR THE CONTRACT
PERIOD. INSURANCE CERTIFICATE, OR LETTER OF INTENT TO PROVIDE THE
AMOUNT OF COVERAGE FROM THE INSURANCE COMPANY MUST BE SUBMITTED WITH
THE BID, OR THE BID WILL BE REJECTED. VENDOR IS RESPONSIBLE FOR ALL
LOSSES/DAMAGES CAUSED BY ITS EMPLOYEES. INSURANCE CERTIFICATE, WHEN
ISSUED, MUST SHOW THE STATE OF ALABAMA AS THE CERTIFCATE HOLDER.

CONTRACT PERIOD:
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. ANY 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.

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***** SPECIFICATIONS 910J01 *****
ELEVATOR/ESCALATOR MAINTENANCE

QUALIFICATION OF VENDOR

MAINTENANCE OF THE VERTICAL TRANSPORTATION EQUIPMENT (ELEVATORS/ ESCALATORS, ETC.) 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.

MAINTENANCE ALSO INCLUDES THE FUNCTIONING OF THE ELEVATORS IN ACCORDANCE WITH THOSE LEVELS OF SAFETY, SPEED, EFFICIENCY, PERFORMANCE SMOOTHNESS AND QUIETNESS OF OPERATION WHICH WERE ESTABLISHED BY ORIGINAL DESIGN.

IT IS IMPERATIVE THE VENDOR BE FULLY QUALIFIED TO PERFORM THE PREVENTIVE MAINTENANCE OF SUCH A LARGE QUANTITY OF VARIED EQUIPMENT. VENDORS MUST BE ABLE TO DEMONSTRATE THAT THEY POSSESS THE EXPERIENCE, SKILLS, FINANCIAL STRENGTH, REPUTATION AND RECORD OF SUCCESSFUL EXECUTION OF SIMILAR AGREEMENTS, OF SIMILAR SIZE AND SCOPE, FOR A SIMILAR TIME PERIOD. TO ASSIST THE STATE OF ALABAMA IN MAKING SUCH DETERMINATION OF QUALIFICATIONS AS IT DEEMS NECESSARY, VENDORS MUST (UNLESS OTHERWISE INDICATED) SUBMIT WITH THEIR BID THE FOLLOWING:

- A. STATEMENT AS TO THE TOTAL NUMBER OF GEARED ELEVATORS, GEARLESS ELEVATORS, HYDRAULIC ELEVATORS AND ESCALATORS MAINTAINED BY ITS LOCAL OFFICE WHICH WILL HAVE JURISDICTION FOR THE AGREEMENT.
- B. STATEMENT THAT THE VENDOR HAS SUCCESSFULLY MAINTAINED, UNDER FULL PREVENTIVE MAINTENANCE, FROM THE LOCAL OFFICE, ELEVATORS OF SIMILAR KIND AND COMPLEXITY. INCLUDE THE NUMBER OF ELEVATORS AND/OR ESCALATORS MAINTAINED AT THE END OF EACH YEAR FROM THE LOCAL OFFICE AND ANY ADDITIONAL INFORMATION WHICH WILL HELP THE STATE IN EVALUATING THE VENDOR'S STABILITY, RESOURCES, AND SCOPE OF EXPERIENCE.
- C. VENDOR MUST, IF REQUESTED SUBSEQUENT TO THE RECEIPT OF BIDS, FURNISH A LIST OF ALL MAINTENANCE CONTRACTS IN EFFECT AS OF JANUARY 1 OF THIS YEAR. THE LIST IS TO INCLUDE COMPANY, ADDRESS, TELEPHONE NUMBER AND CONTACT NAME. THE STATE OF ALABAMA WILL HAVE PERMISSION TO INSPECT THE QUALITY OF MAINTENANCE BEING PERFORMED AT THE VENDOR'S CURRENT CUSTOMER'S SITES.
- D. LIABILITY INSURANCE/PERFORMANCE BOND:

LIABILITY INSURANCE:
 BIDDERS MUST HAVE INSURANCE IN THE FOLLOWING AMOUNTS. INSURANCE CERTIFICATES SHOULD BE PROVIDED WITH THE BID. FAILURE TO DO SO WILL DELAY EVALUATION AND AWARD. THE AWARDED VENDOR(S) MUST SUBMIT INSURANCE CERTIFICATE(S) SHOWING THE STATE OF ALABAMA, DEPARTMENT OF FINANCE, DIVISION OF PURCHASING, P.O. BOX 302620, MONTGOMERY, AL 36130-2620 AS THE CERTIFICATE HOLDER BEFORE AWARD CAN BE MADE.

- * COMPREHENSIVE COMMERCIAL GENERAL LIABILITY--MINIMUM \$100,000.00 AGGREGATE, MINIMUM \$1,000,000.00 FOR EACH OCCURRENCE.
- * AUTOMOBILE LIABILITY--MINIMUM \$1,000,000.00 COMBINED SIGLE 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/GUARANTEE:
VENDOR WILL FURNISH WITHIN TEN STATE WORKING DAYS AFTER NOTIFICATION OF INTENT TO AWARD, A PERFORMANCE SECURITY IN THE AMOUNT SPECIFIED BELOW AS A GUARANTEE TO PROVIDE THE SERVICES SPECIFIED IN THE BID. IT SHALL BE PAYABLE TO THE STATE OF ALABAMA

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AND CAN BE A CASHIER'S CHECK, OTHER TYPE BANK CERTIFIED CHECK (PERSONAL/COMPANY CHECKS ARE UNACCEPTABLE), MONEY ORDER, IRREVOCABLE LETTER OF CREDIT, OR SURETY BOND ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN ALABAMA. REFERENCE THE BID NUMBER ON THE GUARANTEE. THE DIVISION OF PURCHASING WILL BE THE CUSTODIAN OF THE PERFORMANCE GUARANTEE. THE PERFORMANCE GUARANTEE WILL BE RETURNED UPON COMPLETION OF THE CONTRACT.
NOTE: A NEW PERFORMANCE GUARANTEE WILL BE REQUIRED WITH EACH CONTRACT EXTENSION.

PERFORMANCE GUARANTEE AMOUNT: 100% OF THE VENDOR'S ANNUAL BID PRICE FOR ALL LINES TO BE AWARDED TO THE VENDOR OR \$10,000.00, WHICHEVER AMOUNT IS LARGER.
NOTE: \$10,000.00 IS THE MINIMUM PERFORMANCE GUARANTEE AMOUNT REQUIRED, REGARDLESS OF THE NUMBER OF LINES BEING AWARDED.

- E. MAINTENANCE PROCEDURES:
VENDOR MUST FURNISH WITH THE BID A MAINTENANCE SCHEDULE FORM (MACHINE ROOM LOG) OR OTHER SUITABLE WRITTEN PROCEDURE DEPICTING THE METHOD AND SCHEDULE TO BE FOLLOWED IN PERFORMING ELEVATOR MAINTENANCE. ADDITIONAL INFORMATION RELATING TO VENDOR'S MAINTENANCE PROCEDURES OR PLANS MAY BE SUBMITTED WITH THE BID.
- F. CERTIFICATION OF INSPECTION:
A CERTIFICATION OF INSPECTION SIGNATURE BLOCK IS PROVIDED ON EACH LINE ITEM OF THIS BID. THE VENDOR AND THE BUILDING MANAGER 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. SITE INSPECTION SITE INSPECTION VISITS MAY BE SCHEDULED THROUGH EACH BUILDING MANAGER.
- G. SERVICE TIME REQUIREMENTS:
THE STATE OF ALABAMA HAS DETERMINED A MINIMUM AMOUNT OF TIME NECESSARY FOR QUALITY MAINTENANCE OF ELEVATOR EQUIPMENT. THE MINIMUM NUMBER OF HOURS REQUIRED FOR ALL EQUIPMENT, AT EACH LOCATION IS SHOWN ON EACH LINE ITEM. VENDORS ARE ENCOURAGED TO SUBMIT WITH THEIR BID A PROPOSED STAFFING PLAN INCLUDING NAMES AND TITLES/POSITIONS OF PERSONNEL EXPECTED TO BE ASSIGNED TO THIS CONTRACT.

***** NOTE TO VENDORS *****

"SPECIFICATIONS FOR VERTICAL TRANSPORTATION EQUIPMENT MAINTENANCE SERVICE" IS A SEPARATE PACKET ENCLOSED WITH THIS BID AND IS HEREBY CONSIDERED TO BE PART OF THIS BID.

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: 010023 / 010M03
 FINANCE/ALA BLDG RENOV FIN AUTHORIT
 PUBLIC SAFETY BLDG
 11 S. UNION STREET
 MONTGOMERY AL 36130

00001	COMMODITY CODE: 910-13-064225 ELEVATOR MAINTENANCE, IN ACCORDANCE WITH THE "STATE OF ALABAMA SPECIFICATION FOR VERTICAL TRANSPORTATION EQUIPMENT MAINTENANCE SERVICE" (SEE ATTACHMENT)	10	MO		
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EQUIPMENT: ELEVATORS 1 & 2
 TRACTION
 ELEVATOR CONTROL CONTROLLERS
 2500 CAPACITY
 150 FT. PER MINUTE

EQUIPMENT: ELEVATOR 3
 TRACTION
 ELEVATOR CONTROL CONTROLLERS
 2500 CAPACITY
 200 FT. PER MINUTE

CONTRACTOR WILL PROVIDE MINIMUM OF
 FOUR (4) HOURS PER WEEK AT THIS BUILDING
 FOR THESE ELEVATORS' MAINTENANCE.

FINANCE ALA. BLDG. RENO. FIN. AUTHORITY
 OLD PUBLIC SAFETY BUILDING
 425 S. UNION STREET
 MONTGOMERY, AL 36130
 SERVICE PERIOD: 12/1/09 THRU 09/30/10
 CONTACT PERSON:
 REX SIMMS (334) 353-8967

. . . . R E M E M B E R
 RETURN ORIGINAL BID AND ONE COMPLETE
 EXACT COPY OF ORIGINAL BID TO PURCHASING
 TO BE CONSIDERED FOR AWARD.

PAGE TOTAL _____

BID TOTAL _____

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
RSA UNION BUILDING
100 NORTH UNION STREET
P. O. BOX 302620
MONTGOMERY, ALABAMA 36130-2620

SPECIFICATIONS FOR
VERTICAL TRANSPORTATION EQUIPMENT
MAINTENANCE SERVICE

DUTIES OF CONTRACTOR

DEFINITION

Owner is the State of Alabama.

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 preventive maintenance, adjustment, replacement and repair service for the complete vertical transportation system.

CONTRACTOR'S RESPONSIBILITY

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, agents and subcontractors and he shall save and keep harmless the State of Alabama against any or all lost cost, damage claims expenses or liability in connection with the performance of this contract.

PROTECTION OF STATE OF ALABAMA BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment and vegetation (such as trees, shrubs and grass) State of Alabama property. If 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 of Alabama. If he 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.

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 be free from defects in workmanship and will conform to the requirements of this contract at time of acceptance. The ~~State~~ 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 of Alabama, and any services corrected or re-performed by the Contractor pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or replace with similar services and charges to the Contractor, the cost occasioned to the State of Alabama thereby or obtain an equitable adjustment in the contract price.

WEEKLY SERVICE

Unless otherwise stated, The Contractor shall have at least one of his competent mechanics to report weekly to the custodian in charge and said mechanic shall proceed at once 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 of all apparatuses for testing.

MANNER OF CONDUCTING THE WORK

The Contractor's representative(s) shall log in and out each day they are in a building. Suitable arrangements shall be made by the Building custodian in charge for keeping this job.

RECORDS

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

The Contractor shall notify the owner (in writing) immediately of the existence of, or the development of any defects in, or repairs required to the elevator plant which the contractor considers he is not responsible for under the terms of the contract and shall furnish him a written estimate of the cost to make final determination as to responsibility.

EXTENT OF THE WORK

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

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 judgment of the Owner, 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, pulleys, 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.

Controllers, selectors and dispatching equipment, including all relays, solid state components, resistors, condensers, transformers, contacts, 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 hangers, 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.N.S/I. 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 refiled to restore a 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 agent within 15 days of test completion and in the case of running safety tests, prior notification shall be given so that a designated representative* of the owner may be present.

* Building Manager/Custodian

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

Contractor 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.

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 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 or 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.N.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, and 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:

- A. 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 3/4 open.
- B. Door opening times are measured from start of car door open until doors in the fully open position.
- C. 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.
- D. Accuracy of leveling shall be measured under all load conditions.

- E. 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.

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear and tear.
- B. 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, ceilings, light bulbs, elevator car handrails, mirrors and carpets except as these may be damaged or destroyed by actions of the Contractor's personnel.
- C. Elevator mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for machine room illumination.

SCHEDULING OF PREVENTIVE MAINTENANCE

All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade. Removal of elevators from service shall be coordinated with and approved by the Owner or his representative. To the extent possible all preventive maintenance which requires 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 Owner or Owner's agent 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. * Building manager/ Custodian

It is understood that wherever the words "adequate" or "as required" or "as necessary" are indicated in this 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

A. 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 30 minutes from the time the request for service is made by the Owner's authorized personnel.

B. 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 60 minutes 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.

- C. A trouble log shall be maintained by the Contractor in the machine room of 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 Owner's representative* 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.
- * Building Manager/Custodian

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 include helpers hours. The minimum number of acceptable hours considered to be the Industry Standard, for the level of maintenance expected, as established by the owner.

EMPLOYEES OF CONTRACTOR TO BE SATISFACTORY

The Contractor agrees that all work shall be performed by and under the supervision of skilled, sufficient number of experienced elevator service mechanics and repairmen 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 properly adjusted and/or repaired and shall use all reasonable care to maintain the equipment in proper and safe operating condition (with the exception of helpers who need not be so qualified). All employees performing work under this Agreement [REDACTED] shall be satisfactorily dressed in clean uniforms (identifying them as elevator servicemen) with acceptable demeanor and possessing full technical qualifications in the opinion of the 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 days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse Owner for any expense incurred and therefore the Owner at this election may 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.

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.

Machine room logs containing a detailed schedule of full preventive maintenance with indications of frequency of task, shall be posted 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.

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 having 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 nor to install new attachments as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, nor 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 A17.2* Inspector's Manual, latest edition, including amendments thereto.

* ANSI A17.1 2000 ANSI A17.2 2000

INSURANCE

Contractor shall at all times carry and maintain at contractor's sole expense, on all operations hereunder, workmen's compensation covering all of its employees and bodily injury liability insurance, including automobile.

PERFORMANCE BY THE OWNER

The Owner agrees:

- A. To provide the Contractor access to the elevator equipment.
- B. To keep the elevator pit(s) and motor room(s) free from water.
- C. To be responsible for removing water from elevator pits and maintaining the drainage facilities for the pits, or for damage therefrom.
- D. Not to use the elevator machine room and equipment spaces for storage.
- E. To be responsible for refinishing of cabs, hoistways, or equipment room interiors.
- F. To be responsible for the maintenance of car lighting, florescent tubes, florescent ballasts and starters.
- G. To be responsible for the main safety switch providing electricity to the equipment.
- H. To be responsible for the maintenance and service of the lights in the equipment room and penthouse.
- I. To be responsible for the maintenance and service of all telephones installed in the cars or the equipment pertaining thereto except for the wiring between the car and control board.
- J. To report to the Contractor any conditions which may indicate the need for correction before the next regularly scheduled examination.
- K. That the Contractor does not at any time assume possession or control of any part of the equipment, but such remains the State's exclusively as the owner thereof.

TERM OF CONTRACT

The term of this contract shall be a period of one (1) year from the effective date, unless otherwise specified.

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 or obligations contained in this agreement constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama of 1901, as amended.

SPECIAL CONDITIONS

- A. No elevator will be removed from service, except in cases of hazard to life, without prior clearance with designated owner's representative.
- B. 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 REPRESENTATIONS:

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.

BASIS OF AWARD

Award will be made by line item to the lowest responsible bidder meeting all specifications.

TIME OF THE ESSENCE

Time shall be of the essence in the performance of the terms of this agreement.