



**Birmingham Jefferson Convention Complex**

**address** 2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203

**website** [www.bjcc.org](http://www.bjcc.org)

**phone** 205.458.8400

## **REQUEST FOR PROPOSALS**

### **Vertical Transportation (Elevators and Escalators) Maintenance**



**PROPOSALS DUE: August 19, 2022 at 3:00 pm**

All questions related to this RFP should be submitted via e-mail to:  
**[Sharon.Proctor@bjcc.org](mailto:Sharon.Proctor@bjcc.org) AND [David.Cappiello@bjcc.org](mailto:David.Cappiello@bjcc.org).**

# REQUEST FOR PROPOSAL

## Vertical Transportation

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### NOTICE OF PROPOSERS

This Request for Proposal (RFP) has been posted to BJCC’s website for your convenience. Addenda and attachments, if issued, will also be posted. It is the Proposer’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Solicitation amendments are posted on Birmingham Jefferson Civic Center Authority (herein after called BJCC) website at **www.bjcc.org** (click on vendor information, then open bids), and attached to the individual solicitation listing as a PDF file.

Any alterations to the document(s) by the Proposer, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to BJCC.

## I. PURPOSE AND INTRODUCTION

BJCC is seeking proposals in response to this RFP from qualified firms or individuals to provide a full range of maintenance and repairs for all vertical transportation equipment for all properties of the BJCC, including the Sheraton Birmingham, Westing Birmingham, SEC Headquarters Building, Alabama Sports Hall of Fame, Medical Forum Building, Uptown Entertainment District, and Parking Deck. The work requires at a minimum, the furnishing of all supplies, materials, engineering, labor, tools and diagnostic equipment necessary to provide full maintenance service of the equipment described. Any work not specifically mentioned but which is needed to make the maintenance services complete within the intent of this specification will be performed at no additional cost to BJCC. The Successful Proposer is expected to systematically inspect, adjust, and lubricate the equipment to provide preventive maintenance as frequently as indicated herein.

The Birmingham-Jefferson Convention Complex is event and exhibit space conveniently located next to the Uptown Entertainment district in the heart of Birmingham, AL. One of the most compelling features of the BJCC is that it has all the right components - in one complex. The centrally located, modern facility includes:

- 220,000 square feet of flexible space in the Exhibition Hall.
- 100,000 square feet in 74 meeting rooms.
- The Forum Office Building consisting of 214,000 sq. ft. of leasable space on 7 floors. The tenant makeup is comprised of numerous GSA leases.
- The 45,000 seat Protective Stadium.
- The 19,000-seat Legacy Arena.
- A 3,000-seat Concert Hall.
- A 1,000-seat Theatre.
- A 274-seat Forum Theatre.
- 757 adjoining guest rooms at the Sheraton Birmingham Hotel.
- 294 adjoining upscale guest rooms in the Westin Birmingham Hotel.
- The Uptown Entertainment District which contains restaurants, coffee shop, bakery, Top Golf and soon to open jazz club.
- Alabama Sports Hall of Fame.
- On-site covered and valet parking.
- City Walk (programmable public space coming soon underneath the I 59/20 bridges) consisting of a feature dog park, pickleball courts, a regional skatepark and areas for developing pop up retail.

## II IMPORTANT DATES

- A. A pre-proposal conference will be conducted on Wednesday, July 27, 2022 at 10:00 a.m. Proposers shall meet at the Forum Building, Meeting Room "M", located at 950 22nd Street North, Birmingham, Alabama.**

Prior to submitting a proposal, this pre-proposal meeting is to discuss the RFP and give the proposer the opportunity to visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties, and restrictions, and thoroughly examine and to be familiar with the specifications included in the proposal. All Proposers are highly encouraged to attend.

- B. Proposal must be received no later than Friday, August 19, 2022 at 3:00 p.m. All proposals received after 3:00 p.m. on the due date will be retained in the file unopened.** Proposals may be sent to **Sharon A. Proctor, Purchasing Manager, Birmingham-Jefferson Convention Complex, Vertical Transportation Maintenance RFP,**

**08/19/22, 2100 Richard Arrington Jr. Blvd. N, Dock #2, Birmingham, AL 35203.** Sealed proposals shall be submitted in duplicate and shall be properly identified.

- C. The contract period is from October 1, 2022 to September 30, 2023 (or mutually agreed upon dates). At the end of the 3 year contract term BJCC intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each, for a total of five (5) years.

### **III GENERAL TERMS AND CONDITIONS**

**A. Respond to solicitation:**

1. Receipt of the Request for Proposals does not commit BJCC to award a contract, to pay any costs incurred in the preparation of the proposal or to procure or contract for services or supplies. BJCC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of BJCC to do so. BJCC reserves the right to waive minor irregularities. BJCC may cancel this RFP or reject any or all proposals in whole or in part. Should BJCC determine in its sole discretion that only one proposer is clearly more qualified than any other under consideration, the contract may be awarded to that proposer without further action.

**B. Licenses:**

1. The Successful Proposer must have necessary licenses as required by the Federal, State, County, and City governments. A State of Alabama elevator license is also required.

**C. References:**

1. Proposers must submit with the response, three (3) current business references for contact which the Proposer has successfully provided services similar to those required in this RFP. The references must include company name, address, contact name, phone number, and email address. **Failure to comply with this request may eliminate your response from consideration.**

**D. Performance:**

1. In the event the Successful Proposer defaults in performing this contract, it agrees to pay BJCC reasonable costs incurred in remedying such default, including reasonable attorney fees.
2. The Successful Proposer will be responsible for any damage to BJCC property when such damage is inflicted by their employee(s), or agents of the Successful Proposer, or any sub-contractor of the Successful Proposer.

**E. Contract:**

1. Contract Documents: The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a letter to proceed, all of which shall be referred to collectively as the "Contract Documents". No oral instructions or interpretations will be considered binding on BJCC unless confirmed in an addenda, and made part of the contract.
2. Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
3. Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
4. Successful Proposer shall not assign or transfer the contract, any part thereof, or any rights of the Successful Proposer thereunder, except as otherwise consented to in writing by BJCC.

**F. Disputes:**

1. Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

**G. Termination:**

1. This contract may be terminated by BJCC, with or without cause, upon thirty (30) day written notice to the Successful Proposer regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, BJCC shall have the right to immediately terminate the contract; Proposer shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Proposer shall be paid for services rendered to the date of termination; and BJCC shall have no further financial obligation to the Proposer. Such termination shall not relieve the Proposer of any liability to BJCC for damages sustained by virtue of a breach by the Proposer.

**H. Performance terms and conditions**

1. Contract Administration: The Director of Facilities shall be BJCC's authorized representative in all matters pertaining to the administration of this contract.

**I. BONDS:**

PERFORMANCE BOND: Successful Proposer will furnish a surety bond in the amount of \$100,000.00, at no cost to BJCC, to guarantee that all conditions and specifications of this Request For Proposal will be fulfilled. The bond will be furnished to the Purchasing Manager not later than 14 days after requested.

**J. INSURANCE:**

1. Hold Harmless and Indemnification: Successful Proposer party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, and Marriot International, Inc., its employees, and its agents, past and present, (hereinafter referred to in this paragraph collectively as "BJCC"), from and against any and all claims, damages, losses, judgments, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' fees, for liability claimed against or imposed upon BJCC because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, Successful Proposer's performance or failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the Successful Proposer contained herein; negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the Successful Proposer pursuant to this Agreement, the foregoing provisions, and all liabilities of the Successful Proposer hereunder, shall survive the termination of this Agreement. Company obligation under this Section shall

not extend to any liability caused by the sole negligence of BJCC, or its employees. **The certificate must include the added additional Insured by Endorsement:**

- A. The Birmingham-Jefferson Civic Center Authority, and its elected officers and employees, and Marriott International, Inc. and its employees must be listed as additional insured.
  - B. Waiver of Subrogation.
  - C. Thirty day written cancellation notice.
  - D. Coverage is primary and non-contributory.
2. The certificate must be received by BJCC Purchasing Department within fifteen (15) days of request. Failure to comply with this request may eliminate the bid from consideration.
  3. BJCC reserves the right to terminate any resulting contract, if the Successful Proposer fails to keep the insurance policies in force for the below amounts or for the duration of the contract period.
  4. Before beginning work, Successful Proposer shall provide a current certificate of insurance with the following coverage:
    - A. Worker's Compensation Insurance per Alabama State Law.
      1. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama.
      2. Employer's Liability Insurance limits shall be at least:
        - a. Bodily Injury by Accident - \$1,000,000 per accident.
        - b. Bodily Injury by Disease - \$1,000,000 per employee.
    - B. Commercial Business Automobile Liability Insurance
      1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.
    - C. Commercial General Liability Insurance
      1. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

i. General Aggregate	\$2,000,000/Project
ii. Products, Completed Operations Aggregate	\$2,000,000/Project
iii. Personal and Advertising Injury	\$1,000,000/Occurrence
iv. Each Occurrence	\$1,000,000
v. Crime/Employee Dishonesty Insurance	\$100,000

Includes Third Party/Client Property Coverage Name BJCC as additional insured

#### IV. INVOICE AND REPORTING

- A. BJCC is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Successful Proposer.
- B. Payment terms are net 30 days.
- C. The Successful Proposer shall furnish at its expense, all labor, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP.
- D. Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Successful Proposer is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, BJCC agrees to permit the Successful Proposer to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until BJCC's Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Proposers should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make BJCC aware of same.
- E. BJCC will not pay overtime unless approved in advance by the Director of Facilities or his/her designee.

#### V. SUBMISSION INSTRUCTIONS

##### A. Inquiries

Direct all questions related to this RFP via email to [David.Cappiello@bjcc.org](mailto:David.Cappiello@bjcc.org) AND [Sharon.Proctor@bjcc.org](mailto:Sharon.Proctor@bjcc.org) with Vertical Transportation in the subject line. All inquiries/question shall be in writing. The deadline for receiving questions and inquiries is Wednesday, August 10, 2022 at 12:00 pm. All questions and inquiries will be reviewed and responses will be sent to all parties that were sent a copy of the RFP, and parties that send an email to [David.Cappiello@bjcc.org](mailto:David.Cappiello@bjcc.org) AND [Sharon.Proctor@bjcc.org](mailto:Sharon.Proctor@bjcc.org) notifying BJCC of their interest in this RFP. The RFP and addenda will also be posted at [www.bjcc.org](http://www.bjcc.org) (click on vendor information, Jobs & Vendor Opportunities, then click open bids).

##### B. Pre-Proposal Meeting

**1. A Pre-Proposal Conference will be held on Wednesday, July 27, 2022 at 10:00 a.m. in the Forum Building, 1<sup>st</sup> Floor, Meeting Room M, located at 950 22<sup>nd</sup> Street North, Birmingham, AL 35203. This will be the only pre-proposal meeting scheduled for this solicitation.**

##### 2. Submissions

- a. All proposals must be received no later than **Friday, August 19, 2022 at 3:00 p.m.** Faxed and emailed proposals will not be accepted.
- b. Incomplete or ineligible submissions will not be reviewed.
- c. BJCC assumes no responsibility for delays caused by a package or mail delivery service. In the event that BJCC is closed due to inclement weather on the day that the proposal is due, proposals will be accepted on the next day that BJCC is open. Additional time will not be granted to any single proposer, however additional time may be granted to all proposers when BJCC determines that circumstances require it.

- d. **One (1) signed original proposal, two (2) exact copies, and one (1) electronic copy** shall be mailed or hand delivered in a sealed envelope. The envelope must be clearly identified on the outside as follows:

**BJCC Vertical Transportation RFP, 08/19/22  
Attn: Sharon Proctor, Purchasing Coordinator  
2100 Richard Arrington Jr. Blvd. N, Dock #2  
Birmingham, AL 35203**

### **3. Compliance with RFP**

Submissions must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. BJCC reserves the right to reject any proposal and/or waive any formalities in the solicitation process. Furthermore, each proposer should carefully examine this RFP and all attachments and exhibits. Each proposer shall judge for itself all conditions and circumstances having relationship to the proposal. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a proposal. Failure on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each proposer is responsible for reading and understanding this RFP, including, but not limited to, these instructions for submitting a proposal. Proposer's failure or neglect to review any provided provisions of an agreement and the provision of this RFP will not relieve such proposer of any contractual obligations contained in the agreement or required under the RFP. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

### **4. Response Format and Requirements**

Proposers shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria have been satisfied as specified in Section VI - Evaluation of Proposals. Please submit one (1) original, two (2) exact copies, and one (1) electronic copy. To allow for easier comparison of proposals during evaluation, proposals shall be printed on single-sided pages, and should contain the following sections and appendices and be arranged in the below order:

**Tab 1 – Executive Summary** - The Executive Summary should include a clear statement of the Service Provider's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

**Tab 2 – Scope of Services** - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.

**Tab 3 – Experience and Capacity** - Describe background and related experience demonstrating ability to provide required services. Minimum of three years of operational experience are required

**Tab 4 –References** - List three (3) references from contracts similar in size and scope. The references must include company name, address, contact name, phone number, and email address.



**Tab 5 – Cost/Fees - Cost/Fees** – Indicate proposed cost of service including a full disclosure pricing of how costs were determined; hourly rates; minimum billing increments, if any; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service. Pricing is, at minimum, all labor, parts, materials, supplies, engineering, tools, diagnostic equipment, fees, and surcharges.

**Tab 6 - Exceptions**

Exceptions must be noted in this section of the proposal by the Proposer. Exceptions taken after the award may result in the withdrawal of the intent to award and Proposer’s firm suspended from upcoming solicitations.

Any listing of exceptions by a Proposer in their proposal in no way obligates BJCC at any time to change the contract’s general terms and conditions, the requirements of the RFP, or the insurance requirements of this solicitation.

Any exceptions listed by a Proposer may be unacceptable to BJCC and may result in a reduction in the evaluation scoring or be cause for rejection of a Proposer’s proposal.

**VI – Evaluation of Proposals – Selection of Service Provider -**

Proposals will be reviewed by an Evaluation Panel made up of representatives of the BJCC. Other agencies and consultants of BJCC also may examine the proposals and qualifications. The Evaluation Committee will make recommendation(s) to BJCC Board of Directors. BJCC reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of proposal by BJCC of a submission of a proposal offers no rights upon the proposer nor obligates BJCC in any manner. BJCC reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of BJCC. BJCC will review each proposal in its entirety. All aspects of the proposal will be considered with special attention being given to criteria deemed to be in BJCC’s best interest, including, but not limited to: financial costs to BJCC, experience of proposer and service capabilities.

The Evaluation Panel will select a qualified Proposer. Evaluations will be based on the required criteria listed in Section V-Submission Instructions, 4-Response Format and Requirements, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. How well the Scope of Services offered meets department objectives.
- C. Organization and management approach and involvement for a successful project.
- D. Cost of services and full disclosure pricing proposed.
- E. Insurance coverage as defined for the services.
- F. Experience with accounts similar in scope and complexity

**VII – Schedule – The following is a listing of key Proposal and Project milestones:**

RFP Release	July 18, 2022
Pre-Proposal Conference	10:00 am on July 27, 2022
Questions on RFP Due by	12:00 am on August 10, 2022
Proposals due by	3:00 PM on August 19, 2022
Estimated services start date	October 1, 2022
Estimated services end date	September 30, 2025 plus any extensions

## **VIII – Scope of services to be provided**

### **A. Detailed Requirements**

1. All vertical transportation equipment for all properties of the Birmingham-Jefferson Convention Complex, including the Sheraton Birmingham, Westin Birmingham, SEC Headquarters Building, Alabama Sports Hall of Fame, Medical Forum Building, Uptown Entertainment District, Red Parking Deck, East Exhibition Hall, Concert Hall, Theater, South Exhibition Hall, North Exhibition Hall, Legacy Arena, and Protective Stadium.
2. The Proposer must operate a fixed base local service facility within the Birmingham area with service, repair and construction activity reporting directly from it. The facility must have at least four (4) full-time service technicians reporting to it on a daily basis. Street address of the facility and resumes of the technicians are required to be attached to the bid document, including copies of their State of Alabama elevator license.
3. The Proposer must maintain an elevator and escalator competitor technical support department, as well as an escalator engineering and development department, both within their organization that are readily accessible by the service technicians. The technical support/ engineering departments must have expertise in various brands of equipment. Successful Proposer must supply contact information (name, address, phone number, and email address) for the manager of the escalator competitive technical support department and also for the escalator engineering and development department. This cannot be a sub-contracted function.
4. The Proposer agrees that all work shall be performed by and under the supervision of skilled, experienced, elevator/escalator service and repair persons directly employed and supervised by the Successful Proposer. All Successful Proposer employees working at the BJCC are required to wear a uniform properly identifying your employee. This uniform should be clean and include the company logo and the employee's name. In addition, the employees assigned to work at the BJCC will be issued BJCC picture identification.
5. BJCC will furnish one (1) set of keys to the Successful Proposer to be checked out from the BJCC Security Control Room located in the Silver Garage. The Successful Proposer assumes all cost of replacing any keys lost by their employee(s). The replacement cost is \$100 per lost key.
6. The Successful Proposer's onsite service technician(s) must be available at all times during normal work hours as described herein. Therefore, communication is critical for the proper performance of this contract. The Proposer is required to furnish the technician a communication instrument compatible to the communications utilized by the BJCC management at the Successful Proposer's expense. All appropriate numbers should be made available to the BJCC Director of Facilities or his designee.
7. The Successful Proposer agrees to furnish the BJCC Director of Facilities or his designee, emergency contact numbers for members of management in order to facilitate solving problems which may arise while business is conducted. These numbers will include Branch Manager, Customer Service Manager, Service Manager, Technical Manager, and Billing Manager.
8. Reporting Requirement and Liquidated Damages

- a. The reporting requirements as set forth later in these documents are critical to the performance of the contract. Successful Proposer is expected to comply without exception in a timely fashion with the presentment of scheduled documents and information to BJCC. If the Successful Proposer fails to provide the reports as required within the time allotted, the following will occur:
  - i. Upon receipt of the next monthly invoice, an amount equal to five (5) percent of the amount of the invoice will be suspended for each reported deficiency.
  - ii. The Successful Proposer shall have five (5) days from the date of the deficiency to correct the deficiency and, if successful, the suspended amount shall be included by BJCC in its payment of Successful Proposer's immediately succeeding invoice.
  - iii. If the Successful Proposer fails to correct the deficiency, the suspended amount will be deducted as liquidated damages.
- b. The Successful Proposer acknowledges that failure to make a timely submission of the foregoing information in the matter and format specified will cause BJCC to suffer an undue administrative burden with the damage there from proving difficult to ascertain. The Successful Proposer agrees that the suspended amount shall constitute liquidated damages (not penalty) for Successful Proposer's failure to perform the contract in the manner agreed by the parties.

#### **9. Elevator "Out-of-Service" Requirements and Liquidated Damages**

- a. No elevator shall be shut down for any extended period exceeding 48 continuous hours (except for rescheduled repairs) or exceeding 72 hours if a rotating element is the cause of the shut-down unless a major safety problem is discovered requiring that the elevator(s) be removed from service until the deficiency is corrected. No more than one elevator per bank shall be shut down at any given time unless a major safety problem is discovered requiring that the elevator(s) be removed from service until the deficiency is corrected.
- b. If any elevator is taken out of service by the Successful Proposer in a manner other than as outlined above, a safety issue is discovered that requires more than the allotted time period, or BJCC's decision delays repairs BJCC shall take the following actions:
  - i. Upon receipt of the next monthly invoice, an amount equal to ten (10) percent of the amount of the invoice will be suspended for each reporting deficiency.
  - ii. The Successful Proposer shall have two (2) days from the date of the deficiency to correct the deficiency and, if successful, the suspended amount shall be included by BJCC in its payment of Successful Proposer's immediately succeeding invoice.
  - iii. If the Successful Proposer fails to correct the deficiency, the suspended amount will be deducted as liquidated damages.

- iv. The Successful Proposer acknowledges that failure to take elevators out of service in the matter and format specified will cause BJCC to suffer an undue administrative burden with the damage there from proving difficult to ascertain. In the event said deficiency is not corrected within the allotted time, the Successful Proposer agrees that the suspended amount shall constitute liquidated damages (not penalty) for Successful Proposer's failure to perform the contract in the manner agreed by the parties.

#### **10. BJCC's Right to Inspect and Require Work**

- a. BJCC reserves the right to make such inspections and tests whenever necessary to ascertain that the requirements of this agreement are being fulfilled. Successful Proposer agrees to furnish personnel and tools as necessary to make tests. Deficiencies noted shall be promptly corrected at Successful Proposer's expense.
- b. If Successful Proposer fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, within five (5) days of written notice and receipt of a listing of deficient work items by BJCC, BJCC may, upon expiration of said five (5) days and providing two (2) days additional written notice to Successful Proposer, perform or cause to be performed all or any part of the work required hereunder. Successful Proposer agrees that it will reimburse BJCC for any expense incurred therefore, and BJCC at its election may deduct the amount from any sum owing Successful Proposer.

#### **11. BJCC/Contractor Joint Inspection**

- a. BJCC shall have the right but not the obligation to determine the frequency and schedule of BJCC/Successful Proposer joint inspections of the facilities, and in so doing, BJCC will schedule with Successful Proposer a joint inspection of such facility during which time, at the option of BJCC, all or part of the facilities will be inspected to insure compliance with the contract requirements. BJCC shall perform inspections and tests in a manner that will not unduly delay the work. Both parties (BJCC and Successful Proposer) will be afforded at the time the unfettered opportunity to observe and record any and all occurring deficiencies. In the event the Successful Proposer elects not to attend the inspection, then BJCC shall provide Successful Proposer within twenty-four (24) hours thereafter, a copy of the deficiencies as noted and reported during said inspection.
- b. All deficiencies noted during the annual State of Alabama required inspections will be corrected within thirty (30) days following the completion of the inspection unless written approval is obtained by the Owner for an extension.
- c. Testing – At no time will BJCC pay overtime rates for any tests or adjustment required to be made after hours. This is considered a full-service contract; BJCC views these items as being part of the contract and they should be handled by the Successful Proposer in a like manner.

## **12. BJCC Inspections**

- a. BJCC has the right but not the obligation to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract or any renewals thereof.
- b. If any of the services do not conform to the specification requirements, BJCC may require the Successful Proposer to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, BJCC may (1) require the Successful Proposer to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- c. If the Successful Proposer fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with specification requirements, BJCC may (1) by contract or otherwise, perform the services and charge to the Successful Proposer any cost incurred by BJCC that is directly related to the performance of such service or (2) terminate the contract for default or (3) both (1) and (2).

## **13. No Duty for Inspection**

- a. Irrespective of anything in the contract to the contrary, BJCC assumes no duty or obligation to inspect the work. The Successful Proposer retains full and complete responsibility for supervision of the work and for performing his own inspections. If BJCC discovers that scheduled work was not performed, BJCC retains the right to collect damages unless the Successful Proposer can provide documented evidence that the work was performed in a timely manner.

## **14. Quality Control Program**

- a. The Successful Proposer shall establish for the approval of BJCC, a complete quality control program for the facilities to assure that the requirements of the contract are provided for as specified. Not less than ten (10) work days prior to the starting date of the contract and at each extension of the contract; the Successful Proposer shall submit a copy of their program to BJCC. The program shall include, but not be limited to the following:
  - i. An internal inspection system covering all the services required by this contract. Complete records of all inspection work performed by the Successful Proposer shall be maintained and made available to BJCC during contract performance and for twenty-four months after the inspection occurs.
  - ii. A checklist to be used in inspecting contract performance during inspections.

- iii. The name(s) of the individual(s) who will perform the inspection.
  - iv. An internal system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or BJCC's inspectors point out the deficiencies.
- b. The Successful Proposer acknowledges that failure to make a timely submission of the foregoing information in the manner and format specified will cause BJCC to suffer an undue administrative burden with the damage therefrom proving difficult to ascertain. To partially mitigate the additional cost and effort to BJCC as a result of the Successful Proposer's failure to perform, Successful Proposer agrees that BJCC is entitled to deduct as liquidated damages (not penalty), beginning after the commencement date for contract services, an amount equal to one (1) percent per day of the monthly contract price as determined from the 12-month period price for each informational item listed on the Proposal. Such damage amount shall be applied against the first monthly payment (and any subsequent payment(s) if necessary) due Successful Proposer by way of deduction therefrom.

#### **15. Qualifications of Personnel**

- a. All technicians shall have an active Alabama State elevator license and must be journeyman level mechanics. At no time shall a technician not rated as a journeyman be left on the complex unsupervised by a Journeyman. Successful Proposer will be required to provide documentation to substantiate such training. The documentation required shall include evidence of the completion of a training program similar to all modules of the National Elevator Industry Educational Program (NEIEP) and copies of the State of Alabama elevator license. All helpers shall be properly supervised by the journey level elevator mechanics. In addition all technicians must have the ability to meet and deal with the general public; the ability to read, understand and apply printed rules, detailed orders, instructions and training materials; the ability to maintain poise and self-control under stress.

#### **16. Birmingham-Sheraton Hotel**

- a. The Successful Proposer and its employees may be required to sign an additional "Independent Contractor Agreement" with the Birmingham-Sheraton Hotel and The Westin Birmingham Hotel, covering information primarily relating to the Successful Proposer's relationship with Birmingham-Sheraton Hotel/The Westin Birmingham, and Marriott International, Inc.

### **IX - DETAILED SPECIFICATIONS**

#### **A. Scope of Contract**

1. It is the intent of these specifications to obtain 100% complete preventive maintenance and repairs for all vertical transportation equipment located in all the facilities owned by

the Birmingham-Jefferson Convention Center Authority. The work to be performed by the Successful Proposer under these specifications will be provided by qualified **Journeyman Level** mechanics with an active State of Alabama elevator license. The work requires at a minimum, the furnishing of all supplies, materials, engineering, labor, tools and diagnostic equipment necessary to provide full maintenance service of the equipment described. Any work not specifically mentioned but which is needed to make the maintenance services complete within the intent of this specification will be performed at no additional cost to BJCC. The Successful Proposer is expected to systematically inspect, adjust, and lubricate the equipment to provide preventive maintenance as frequently as indicated herein.

## **2. Equipment Listing**

### **BJCC (NEW AND RENOVATED BJCC COMPLEX)**

#### **a. ARENA:**

- 3 - KONE Escalators
- 3 - KONE Passenger Elevators
- 1 - Diversified Freight Elevator

#### **b. SOUTH EXHIBITION HALL:**

- 2 - Bagby Passenger Elevators
- 1 - Bagby Freight Elevator
- 2 - Westinghouse Escalators

#### **c. NORTH EXHIBIT HALL:**

- 2 - ESCO Passenger Elevators

#### **d. CONCERT HALL:**

- 2 - Dover Passenger Elevators
- 2 - Dover Stage Lifts

#### **e. THEATRE:**

- 2 - Dover Stage Lifts
- 1 - Porchlift (Handicap lift)

#### **f. BJCC PROTECTIVE STADIUM:**

- 4 - Gearless OTIS Passenger Elevators
- 1 - Hydraulic Swift Freight (Mid-Manhattan)

#### **g. EAST EXHIBITION HALL:**

- 4 - Schindler Hydraulic Passenger Elevators
- 3 - Schindler Hydraulic Freight Elevators
- 6 - Otis Escalators

**h. MEDICAL FORUM:**

- 4 - Schindler Geared Passenger Elevators
- 1 - Schindler Freight Elevators
- 2 - Schindler Hydraulic Passenger Elevators
- 2 - Otis Escalators

**i. PARKING DECK:**

- 5 - Schindler Geared Passenger Elevators

**j. ASHOF:**

- 1 - Schindler Hydraulic Passenger Elevator

**k. SEC:**

- 1 – Dover DMC Passenger Elevator

**l. BJCC Uptown Entertainment District:**

- 2 – Thyssen Krupp Hydraulic Passenger Elevators
- 1 – Thyssen Krupp Hydraulic Freight Elevator

**m. BJCC SHERATON HOTEL and WESTIN HOTEL (Billed Directly to Sheraton Birmingham)**

**Hotel Tower:**

- 5 - Schindler/Westinghouse Geared Passenger Elevators
- 1 - Schindler/Westinghouse Geared Service Elevators
- 1 - Schindler Hydraulic Service Elevators
- 1 - Schindler Hydraulic Service Elevator

**HOTEL Atrium:**

- 1 - Schindler Hydraulic Freight Elevator
- 3 - Schindler Geared Passenger Elevators
- 2 - Schindler Geared Service Elevators
- 2 - Schindler Hydraulic Passenger Elevator
- 2 - Otis Escalators
- 2 - Schindler Escalator

**Westin Hotel:**

- 6 – Thyssen Krupp Hydraulic Passenger Elevators

**B. Complete Maintenance**

1. Successful Proposer 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 reasonable judgment of BJCC, repair and replace all portions of the vertical transportation equipment included under this contract, including but not limited to the following:



**a. Traction Elevators**

- i. Elevators hoist machines, including motor generators, worms, gears, thrust bearings, drive sheaves, drive sheave shaft, bearings, brakes, hoist motors (including motor windings), rotating elements (including armatures and commutators), brushes, brush holders and bearings, solid-state boards, power conversion devices, and all other related components and parts;
- ii. All motor windings including, but not exclusively, generators, hoist motors, and the like shall be cleaned and treated as needed with proper insulating compound which has been approved by the motor manufacturers; additionally, said motor windings shall be tested with a meg ohmmeter with the resultant meter reading to be held at 5.0 megohms or more to ground, and with such testing to occur no less often than semiannually. A report of the same shall be provided to BJCC within 48 hours upon successful completion of the test;
- iii. Governors, including governor sheave and shaft assemblies, bearings, contacts and governor jaws, and car and counterweight safeties, and all other related components and parts;
- iv. Deflectors, compounding and secondary sheaves including bearings, governor tension sheave assembly, compensating sheave assembly, inductors, cams, tapes;
- v. Hoist and governor ropes, compensating ropes or chains, including pit tensioning and guide sheaves or devices;
- vi. Counterweights and counterweight guide assemblies, including without limitation, shoes, rollers and liners;
- vii. Successful Proposer 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 and compensating ropes, maintain all rails free of rust, and repair or replace conductor cables in hoistway and machine room elevator wiring as conditions may warrant. Successful Proposer shall install and maintain hoist rope lubrication devices as recommended by hoist rope manufacturer. Copies of hoist rope lubrication recommendations shall be provided to BJCC. Wicks of felt or other material shall be replaced annually;
- viii. Successful Proposer shall, where appropriate, shorten all ropes as necessary to provide continued safe operation, maintain normal traction and/or to maintain required run-by distances to comply with current ASME code;
- ix. Successful Proposer shall drain and flush hoist machine gear cases and bearing oil reservoirs at the inception of the contract and annually thereafter and refill with proper type and grade of oil.

**b. All Elevators**

- i. Controllers, control boards, software, encoders and dispatching equipment, including all relays, solid-state components, resistors, capacitors, transformers, contacts, leads, timing devices, computing devices, steel encoder tape (or cable) and mechanical and electrical driving equipment, traveling control cables, and all other related components and parts;
- ii. Oil or spring buffers, guide rails (excluding replacement), top and bottom limit switches, inductors, cams, tapes, and all other related components and parts;
- iii. Hoistway door interlocks, hoistway door hangers, bottom door gibs and auxiliary door closing devices, and all other related wiring, components and parts;
- iv. Automatic power-operated door operators, including door drive chains, sheaves, belts, car door hangers, car door contacts, door protective devices, load-weighting equipment, car frames, car safety mechanisms and elevator car roller guides or liners, and all other related components and parts. Where applicable, door operators shall be drained, flushed and refilled annually;
- v. Alarm bells, nudging buzzers, emergency stop switches, emergency car lights and batteries, and all other related components and parts. Replacement of car light bulbs and ballasts are to be included in this scope of work with bulbs and ballasts supplied by BJCC;
- vi. Car and corridor operating stations, car exhaust blowers or fans, car and corridor signals and fixtures including lights, dials or readout indicators and audible signaling devices and all other related components and parts;
- vii. All operating features and functions, including firefighter's service and independent service including the operating switches for these features and functions and all other related components and parts;
- viii. Successful Proposer shall also 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;
- ix. Successful Proposer shall also maintain hands-free phone two-way communication and any elevator monitoring system in a fully operational condition.

**c. All Escalators**

- i. Successful Proposer agrees to regularly and systematically examine, clean, lubricate, and adjust the escalators and provide unlimited call-back service during regular working hours and, as conditions warrant, in accordance with

accepted Industry standards, repair and replace all portions of the equipment included under this contract, including but not limited to the following:

1. Escalator drive machines, including motor bearings, drive chains, drive belts, sprockets, bushings, shafts, governors and all other such other components and parts;
2. Escalator brake, including brake coils, arms, bearings, discs, linings, contacts, plungers, and all other brake components and parts;
3. Escalator step chains, handrail chains, tracks, guides, handrails, handrail sprockets or pulleys, and all other such components and parts;
4. Escalators controllers, including relays, contacts, transformers, fuses, wiring, magnets and magnetic coils, resistors, and all other such components and parts;
5. Step assemblies including, step treads, step risers, step rollers, step brackets, comb plates and comb plate finger sections, and all other such components and parts;
6. Stop buttons, slack step chain switches, skirt safety switches, step up-thrust switches, and all other such safety devices as may have been installed;
7. As needed, broom clean and wipe clean the escalator unit, including guide tracks, steps, step rollers, machine, chains, reducers, machine areas, safety and pressure switches. Clean truss interiors annually;
8. Successful Proposer 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. Successful Proposer shall maintain all running clearances to manufacturer's original tolerances;
9. Written reports of each test shall be submitted to BJCC and/or BJCC's representative and, in the case of running safety test, prior notification shall be given so that the designated representative of BJCC may be present;
10. Successful Proposer shall lubricate the equipment as dictated by the use of the equipment, but not less than intervals recommended by the equipment manufacturer. 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;
11. Successful Proposer 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 escalator shutdown, ensure continued normal operation, extend the useful life of the escalator or any of its components, or when necessary to continue safe, dependable operation in accordance with current A.S.M.E. code or to continue performance of the equipment in accordance with original design. When more than one escalator requires repair, BJCC will establish priorities of accomplishment;

12. In performing the above indicated work, Successful Proposer agrees to provide only genuine parts used by the manufacturer of the equipment. Equivalent components for obsolete items or lubricants may be used only if approved in writing by BJCC prior to their use.

**d. All Vertical Transportation Devices**

- i. Successful Proposer shall provide time tickets signed by BJCC's representative at the completion of each regular weekly examination or any repair which must include date, equipment identification, time of arrival, time of departure, nature of visit, action taken and name of qualified serviceman. A copy of ticket shall be left with BJCC's representative at the site. Successful Proposer agrees that this ticket is provided for the sole convenience of BJCC. BJCC's representative does not undertake to approve or to certify as to the correctness, adequacy or performance of any work. Ticket only provides proof of Successful Proposer's physical presence at the site at the time BJCC's representative signs the ticket. If employee's times are logged electronically, a summary of the previously listed items is to be given to BJCC on a monthly basis.
- ii. Successful Proposer shall also provide, by stocking parts in his warehouse, an adequate supply of emergency parts for use during the time repairs are being made to a part not needing replacement, but being rebuilt. The cost of installing and removing the loaned part, as well as transportation cost to and from the building, shall be borne by the Successful Proposer, as well as the cost of rebuilding.

**e. Excluded Equipment and Services**

- i. In the event of repair or replacement of the excluded equipment is necessary, Successful Proposer will provide estimates for such work for approval prior to commencing work. The Successful Proposer shall not be responsible for the following:
  1. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Successful Proposer, Successful Proposer's employees, subcontractors, servants or agents, or other causes beyond the Successful Proposer's control except ordinary wear or vandalism defined as any action by any party causing damage to the elevator or any of its components;

2. Repair or replacement of building items such as wellway walls, hoistway or machine room walls and floors, car enclosures, car finish floor material, car and hoistway entrance frames, door panels and sills, signal fixture faceplates, smoke detection equipment not installed by Elevator Contractor, cleaning of car interiors and exposed portions of sills;
3. Main line and auxiliary breakers or disconnect switches, fuses and feeders to control panels;
4. Lamps for pit illumination. However, Successful Proposer agrees to replace pit lamps if furnished by BJCC;
5. Standby power generator and associated contacts including wiring to the machine room(s);
6. Additional features, attachments, or replacements with parts of different design when recommended or directed by government authorities or insurance carriers.

#### **C. Cleaning**

1. Successful Proposer shall clean the innerworkings of equipment at inception of the contract and at regular monthly intervals thereafter to maintain a professional appearance and preserve the life of the equipment. Successful Proposer is responsible to ensure all vertical transportation working areas remain clean and orderly at all times throughout the term of the Agreement. Those areas include elevator pits, escalator pits, stage pits, elevator machine rooms and all related working areas. (BJCC Housekeeping Department will be responsible for surface cleaning of all vertical transportation equipment.)

#### **D. Painting**

1. Successful Proposer shall paint the equipment in order to maintain a professional appearance, prevent rusting, and preserve the equipment at such frequency as shall be determined at the sole and exclusive discretion of BJCC. Floors in machine rooms shall be maintained and painted as required and in accordance with the foregoing minimum standard. All paint shall be suitable for the purpose intended and shall be high quality. Application of the paint shall, in all circumstances, comply with current ASME and applicable local codes.

#### **E. Lubrication**

1. Successful Proposer 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. (Lubricants, cleaning fluids and all combustible liquids shall be stored in a fire-proof cabinet in the machine room).

## F. Adjusting

1. Successful Proposer shall adjust the equipment as necessary 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. The Successful Proposer shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines cannot be met, the elevator contractor is to provide written explanation to BJCC as to the reason why.
2. **Floor to Floor Times -start to stop one floor run:**
  - a. **Traction**
    - i. Speeds 200 -350 f.p.m.; 6.0 seconds max.
    - ii. Speeds 350 -450 f.p.m.; 5.5 seconds max.
    - iii. Speeds 500 -700 f.p.m.; 5.0 seconds max.
  - b. **Hydraulic**
    - i. Speeds under 100 f.p.m.; 10.0 seconds max.
    - ii. Speeds over 100 f.p.m.; 9.0 seconds max.
    - iii. Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12'-0". Maximum time the elevator requires to start moving, once the elevator interlock circuit has been established, shall not exceed .7 seconds.
  - c. **Door Operating Times (Maximum):**
    - i. **Door Open:**
      1. Center Opening
        - A. 36" wide -1.7 seconds
        - B. 42" wide -2.0 seconds
        - C. 48" wide -2.2 seconds
        - D. 54" wide -2.5 seconds
      2. Single Slide
        - A. 36" wide -2.5 seconds
        - B. 42" wide -2.7 seconds

3. Two Speed
  - A. 36" wide -2.2 seconds
  - B. 42" wide -2.5 seconds
  - C. 48" wide -2.8 seconds
  - D. 54" wide -3.5 seconds

ii. **Door Close**

1. Center Opening
  - A. 36" wide -2.4 seconds
  - B. 42" wide -2.8 seconds
  - C. 48" wide -3.1 seconds
  - D. 54" wide -3.3 seconds
2. Single Slide
  - A. 36" wide -3.7 seconds
  - B. 42" wide -4.0 seconds
3. Two Speed
  - A. 36" wide -3.4 seconds
  - B. 42" wide -4.0 seconds
  - C. 48" wide -4.5 seconds
  - D. 54" wide -5.0 seconds

iii. Long door and short door "hold open" times, set initially at 6.0 and 3.0 seconds respectively, shall be measured periodically and be maintained at uniform settings for all elevators. The door close pressure shall be set for a maximum of 30 foot pounds.

d. **Other performance times:**

- i. Leveling Accuracy .25 inch
- ii. Running Speed 10% (+/-) of original contract speed

**G. Repairs and Replacements**

1. The Successful Proposer shall keep an adequate supply of parts bearing the identification of the original manufacturer of the elevator equipment, those parts being contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, printed circuit boards, components, car and hall buttons, fuses, switches (electrical and mechanical) and other parts which are required for prompt replacement, together with an adequate supply of lubricants and wiping rags.
2. Material, articles, and equipment furnished by the Successful Proposer for incorporation into the work shall be new. When the contract requires that materials, articles, or equipment be furnished but the quality or kind thereof is not specified, the Successful Proposer shall furnish materials, articles, or equipment at least equal to the kind or quality, or both, of similar materials, articles, or equipment specified.

3. Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with the requirements of the contract, such work material, articles or equipment shall be rejected in writing and shall immediately be made satisfactory to BJCC by the Successful Proposer at no additional expense to BJCC. Any material, articles, or equipment which is rejected shall immediately be removed from the premises at the expense of the Successful Proposer.
4. Successful Proposer shall make repair to and/or replace all worn, damaged or broken parts or components. Parts shall be replaced when beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, extending useful life of the elevator or any of its components, or when necessary to continue safe, dependable operation in accordance with most current safety codes, or to continue performance of the equipment in accordance with original design. When more than one elevator requires repair, BJCC shall be contacted to establish priorities of accomplishment.
5. When, as a result of an examination, corrective action is found to be the responsibility of the Successful Proposer, the Successful Proposer shall proceed immediately to make (or cause to be made) replacements, repairs, and corrections. When such work is determined not to be the Successful Proposer's responsibility, a written report providing justification thereof signed by the Successful Proposer shall be delivered to BJCC for further action.
6. In performing the indicated work, Successful Proposer shall provide parts used by the manufacturers of the equipment for replacement or repair, and shall use lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approval in writing from Authority is first had and obtained.
7. Parts requiring repair shall be rebuilt to "As New" condition. No parts or vertical transportation equipment covered under this contract may be permanently removed from the jobsite without prior written approval by BJCC. This does not include renewal parts stocked on the job by Successful Proposer, which shall remain its sole property until installed for use on the equipment.
8. Car station, hall stations, position indicators, directional lights, emergency communication devices and alarms shall be checked on a monthly basis and replaced if not working properly.

#### **H. Testing**

1. Successful Proposer shall, to the extent applicable, make "routine" and "periodic" tests of all equipment as required by current applicable safety code and rules for elevators and escalators. Written reports of said tests shall be submitted to BJCC and, in the case of running safety tests, 5 days prior written notification shall be given so that a



representative of BJCC may witness said test. Metal tags shall be affixed to the tested devices for both routine and periodic tests, indicating clearly the date of test, type of test and applicable rule.

2. Successful Proposer shall provide written results of the following test as recommended by the manufacturer of the microprocessor car controls. Fire service operation shall be tested quarterly. These tests will be performed annually, in accordance with manufacturer's recommendations for testing.
  - a. Excessive Armature Voltage Circuit
  - b. Test and recalibrate machine driven tachometer
  - c. Car speeds, Door speeds and pressures
  - d. Loop overload circuit
  - e. Test and recalibrate load weighing device
  - f. Test dispatching "UP PEAK"
  - g. Test emergency dispatching status
  - h. Test elevator "PARK" feature
  - i. Test the emergency power service
  - j. Test product of combustion detectors
3. Create a form, similar to the checklist forms published by ASME, for each car describing the test and deliver a signed copy to BJCC after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.
4. Successful Proposer shall perform monthly testing of the firefighters' service in accordance with current ASME codes. These tests will be scheduled with BJCC. Additional costs for requested overtime tests shall be paid by BJCC at the contract rates.
5. Successful Proposer shall assist with periodic inspection and testing of the standby power operation in accordance with current ASME codes. These tests will be scheduled by BJCC on an annual basis. Additional costs for requested overtime tests shall be paid by BJCC at the contract rates shown in the contract.
6. Successful Proposer shall be responsible for coordinating and supporting annual safety inspection and testing as set forth in Chapter 25-13-1 thru 25 of The Code of Alabama 1975, Certificate of Operation. All deficiencies identified during said inspections and testing will be the responsibility of the Proposer to remedy at no cost to the BJCC.

#### **I. Emergency Parts**

1. Successful Proposer shall also provide, by stocking parts in his warehouse or on the job, an adequate supply of emergency parts for use during the time repairs are being made to a part not needing replacement but being rebuilt. The cost of installing and removing the loaned part, as well as transportation cost to and from the building, shall be borne by the Successful Proposer, as well as the cost of rebuilding.

#### **J. Performance Requirements**

1. Successful Proposer agrees to maintain during the term of the contract or any extension

thereof the performance requirements stipulated in the Adjusting Section on all elevators and escalators identified therein. For purposes hereof, performance requirements are set forth and defined 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, per schedule (1/2 open for side-opening doors).
- b. Door opening times are measured from start of car door open until doors are fully open (per schedule).
- c. Door closing times are measured in seconds from start of door close to doors fully closed and shall be no less than the times shown (per schedule) or those permitted by code.
- d. Stopping accuracy shall be measured under all load conditions and be maintained per above schedule.
- e. Variance from rated speed, regardless of load, shall not exceed +10 %, except 20% no load to full load is acceptable for the hydraulic elevators.
- f. Shutdowns for emergency minor adjustment call-backs shall be minimized. Verifiable shutdown frequency shall average no more than one per unit per quarter (not including shutdowns due to vandalism or misuse of the equipment), based on the previous 90 days' data.
- g. For groups of 3 or more elevators, the Successful Proposer shall check and adjust, on at least an annual basis, the dispatching system and make necessary tests to ensure all circuits and time settings are properly adjusted. Adjustments shall be completed to provide optimum service and minimize user response time. If required, work shall be completed on overtime, but at no additional cost to BJCC.

#### **K. Noise and Vibration Control**

1. Elevator equipment shall be maintained and adjusted to meet the performance requirements specified herein within the following parameters with tests performed in accordance with Vibration Measurements as defined in NEII Vertical Transportation Standards, current Edition:
  - a. Horizontal acceleration within cars during all riding and door operating conditions shall not exceed 25 mg peak to peak in the 1 to 10 Hz range.
  - b. Acceleration and deceleration shall be constant and not exceed 5 feet/second/second with an initial ramp between 0.5 and 0.75 seconds.

- c. Sustained jerk shall not exceed 8 feet/second/second squared.
2. Measured noise levels in a moving car outside the leveling zone shall not exceed 55 dBa under any condition including car exhaust blower on highest speed. Measured noise levels in the car within the leveling zone or when the car is stopped shall not exceed 60 dBa. There shall be no discernible sound in the elevator car from the machines, ropes, sheaves, pump unit, SCR units or car roller guides.
  - a. In accomplishing the above requirements, Successful Proposer 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.

#### **L. Minimum Hours of Work Coverage**

1. The Successful Proposer shall furnish all labor, management, supervision, administration, technical support, and all other duties and necessities to perform the specified regular and systematic maintenance activities of a comprehensive, preventive maintenance program for all equipment under this agreement, including this Specification and the requirements of the most recently published version of ASME , and the recommendations of the original equipment manufacturer. In interpreting specified maintenance coverage references, the most stringent threshold shall control.
2. The minimum service hours as herein contemplated shall be provided and appropriately scheduled by Successful Proposer to ensure and maintain complete service coverage during the normal working day as defined in Schedule of Preventive Maintenance, Services, and Repairs paragraph a, and without need of BJCC to be charged for payment of overtime or "premium" hours for the period.

#### **M. Scheduling of Preventative Maintenance, Service, and Repairs**

1. **Normal Work:** All normal work under this agreement, including unlimited call-back service, will be performed during the hours of 7:00 a.m. to 4:30 p.m. on all regular working days observed by the BJCC (hereinafter called Regular Working Hours). If overtime work is required, BJCC will pay for labor at the rates contained in the bid. Removal of elevators from service shall be coordinated with and approved by BJCC. No elevator will be taken out of service during the normal business day without prior notification to and approval of BJCC (except in emergencies). Emergency circumstances are understood to be those which pose imminent possibility of equipment damage or passenger injury as judged by the Successful Proposer's employees. No more than one elevator in a group will be out of service for scheduled maintenance at any given time.

- N. **Vandalism:** The Successful Proposer shall include in their price for maintenance ninety-six (96) hours per year for minor vandalism and minor parts. If additional hours and material are needed, the Successful Proposer must document that the first ninety-six (96) hours have been expended. Copies of time tickets signed by BJCC acknowledging the previous minor vandalism has been

expended will be required. "Minor parts" is defined as any part costing \$50.00 or less. "Vandalism" is defined as any action by any party causing damage to the elevator or any of its components. BJCC will pay actual out of pocket costs, plus 15% for overhead and profit, for all parts costing in excess of \$50.00 which are replaced as a result of vandalism as defined herein.

O. **Other Work:** Any major items outside the scope of this contract will require a written proposal to BJCC and BJCC's written agreement to proceed.

P. **Emergency Call Back Service – At no time will BJCC pay travel time for any callback services. Only the hours worked on site can be billed at the contract price.**

1. **Callback Service During Regular Working Hours:** The Successful Proposer shall, without additional charge to BJCC, provide emergency minor callback service for any reason excluding vandalism during the regular working hours specified under Normal Work. The Successful Proposer shall respond to a callback within a maximum of thirty (30) minutes from the time the request for service is made by BJCC's authorized personnel.

2. **Callback Service During Overtime Working Hours:** Emergency callback service shall include, but not exclusively, incidence of:

- a. people trapped in an elevator;
- b. two (2) or more elevators in any group or bank out of service;
- c. An elevator group dispatching system malfunctioning;
- d. A service or freight elevator malfunctioning or out-of-service;
- e. An emergency request by BJCC's Representative. Such service when provided during times other than regular working hours shall be billed and invoiced to BJCC at a labor cost as stated in bid. The Successful Proposer shall respond to an emergency callback outside of normal working hours within a maximum of sixty (60) minutes from the time the request for service is made by BJCC's authorized personnel.

Q. **Invoices:** All invoices submitted for emergency callbacks during other than regular working hours shall contain:

1. Building and elevator number
2. Time call received
3. Person authorized the repair
4. Repair problem reported
5. Date, time of arrival
6. Date and time equipment returned to normal service

R. **Repeat Callbacks and Failure to Comply with Response Times:** BJCC will pay for overtime callbacks in accordance with the quoted rates. However, if Successful Proposer fails to respond to any callbacks within the contract limits, BJCC reserves the right to reduce payment to the Successful Proposer to the regular working hours rate, for the period of time elapsed between the expiration of the limit and the time Successful Proposer arrives on site. Any repeat callback for the same elevator problem will not be paid for by BJCC.

S. **Trouble Log:** A trouble log shall be maintained by the Successful Proposer in the machine room of the building. The Successful Proposer shall record in the log as a minimum the date of each callback, the time reported, the time left, the reported trouble, the problem found and the corrective action taken. In addition, the Successful Proposer shall report this information weekly in writing and in a mutually agreed upon format and tender same to BJCC's representative so as to also review the operational status of the elevator trouble call control log.

T. **Performance by BJCC**

1. BJCC Agrees:

- a. To provide the Successful Proposer access to the elevator equipment;
- b. To keep the elevator pit(s) and motor room(s) free from water, to be responsible for maintaining the drainage facilities for the pits, and for damage from water intrusion;
- c. Not to use the elevator rooms and equipment spaces for storage for other than parts for that building's elevator equipment;
- d. To be responsible for refinishing of elevator cabs, hoistways or equipment room interiors, skirt panels or decks, unless damaged by Successful Proposer;
- e. To be responsible for the main line switch providing electricity to the equipment;
- f. To be responsible for the maintenance and service of the lights and fire extinguishers in the equipment room and penthouse.
- g. To report to the Successful Proposer any conditions discovered by BJCC which may indicate the need for correction before the next regularly scheduled examination.
- h. That the Successful Proposer does not at any time assume possession or control of any part of the equipment. All equipment remains the exclusive property of BJCC.

U. **Wiring Diagrams**

1. Successful Proposer shall maintain BJCC's complete set of straight-line wiring diagrams showing "As -Built" conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades. BJCC may reproduce these "As Built" drawings and retains sole possession of these drawings in the event this contract is terminated.

## **V. Machine Rooms**

1. Successful Proposer shall place and keep in location determined by BJCC a fire-proof spare parts cabinet of suitable size and quality for the storage of fast wearing spare parts, solvents, lubricants, and wiring diagrams. No open storage of parts or other items shall be permitted.
2. Wiring diagrams shall be kept neatly folded and stored (except where mounted on boards) and shall be copied and replaced if their condition warrants.
3. A metal can and lid shall be provided in each machine room for the storage of oily rags.
4. Machine rooms shall be kept clean and neat at all times, with floors professionally painted and maintained clean and free of dirt, debris, carbon dust, etc.

## **W. Maintenance Schedule and Work Log**

1. The Successful Proposer shall post a preventive maintenance schedule and a work log in each machine room. The log shall include all entries for routine maintenance and repairs, inspection of fire service, alarm and emergency communication device and any supervisor's surveys. Entries shall include, but not exclusively, date work is completed, mechanic's or supervisor's name, brief description of work completed (including number of elevators serviced) and the approximate time required for the work. The log and maintenance schedule shall be maintained in each machine room and shall be presented quarterly to BJCC for review. BJCC may inspect and copy the log and maintenance schedule at any time. If logs and schedules are maintained electronically, hard copy summaries shall be provided to BJCC on a monthly basis.

## **X. Monthly Meeting with BJCC**

1. The Successful Proposer shall have a monthly meeting with BJCC Director of Facilities or his designee for the purpose of providing, reviewing, and discussing with BJCC a monthly written summary of all call-backs. The intent and purpose of the meeting and summary are to minimize call-backs by keeping the Successful Proposer and BJCC aware of call-back trends.

## **Y. Semi-Annual Performance Report**

1. Every six months commencing with the end of the first six month term of this contract, and without need of request of BJCC, Successful Proposer shall provide a comprehensive written performance report and audit to BJCC describing and verifying system performance as set forth in the respective provisions of the Agreement. Such written documentation shall include, but by no means exclusively, data and information verifying average response times and appropriate listings of all call distributions and such other information as may be requested by BJCC.

## **Z. Inspection Fees**

1. Inspection fees charged by State Enforcing Authorities shall be paid by BJCC. Fees for re-inspection due to failure to eliminate deficiencies covered by this maintenance agreement will be paid by BJCC and deducted from fees otherwise due the Successful Proposer.

## **AA. Remote Monitoring**

1. Should Successful Proposer desire monitoring of the equipment to facilitate its maintenance program, all related installation and maintenance costs, including but not limited to communication devices and lines, shall be at the Successful Proposer's expense. Upon expiration or early termination of the contract, whichever the case may be, Successful Proposer shall be solely responsible for removal of equipment and repair of disturbed areas occurring in conjunction with its remote monitoring efforts with all costs of same to be borne solely by Successful Proposer.

## **BB. Signs and/or Barriers**

1. When elevator/escalator equipment is taken out of service for whatever reason by the Successful Proposer, signs and/or barriers shall be placed at all floor entrances to the elevator/escalator indicating that the elevator/escalator is out of service.

## **CC. Condition Monitoring**

1. The Successful Proposer shall incorporate a continuous Condition Monitoring system to continuously record equipment performance in real time. The system should clearly identify long term equipment trends and erratic or transient changes in status. To maximize machine performance and efficiency, the Successful Proposer will develop a monthly improvement plan identifying all technical and process related improvements supporting:
  - a. Improve equipment performance and increase equipment uptime based on a Predictive Maintenance program.
  - b. Maximize the service life of all system components.
  - c. Minimize downtimes by utilizing the system data to plan major or extended repair work in a manner reducing disruptions in heavy business periods.
2. The information gathered and the maintenance plan will be supplied to BJCC on a Monthly basis.

## **DD. Asset Evaluation and Condition Assessment**

1. The Successful Proposer shall inspect all assets to be serviced under this Agreement and provide to the BJCC a comprehensive asset report within the first 120 days of contract commencement. The inspection shall be a complete examination of all vertical transportation machine spaces, including machine rooms, hoistways, cartops, pits, inside elevator cabs, stage lifts, and hallways. For escalators, Successful Proposer shall examine the entire unit, including top and bottom machine spaces. The report shall include a detailed description of each piece of existing equipment; performance measurements for each piece of equipment compared to industry benchmarks; detailed analysis of the remaining useful life of equipment, along with budgets for any expected expenditures up to and including replacement or modernization.