



Samford University

Office of Business Services
Purchasing Department
800 Lakeshore Drive
Birmingham, AL 35229

REQUEST FOR PROPOSAL

For

Elevator Service and Maintenance

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Elevator Service and Maintenance

Samford University is requesting proposals from qualified Bidders for **Elevator Service and Maintenance**. It is our intent to receive sealed proposals from qualified Bidders, demonstrating the capability to provide the quality of product and/or service required to meet the needs and objectives of the University.

Sealed requests for proposals (RFP) for furnishing and delivering the attached products and/or services for Samford University must be received by the Office of Business Services, Purchasing Department, 800 Lakeshore Drive, Birmingham, AL 35229 by **2:00 p.m. Local Time, August 31, 2022** at which time they will be received and opened. Information contained in the proposals will not be open for public inspection.

Bidders are requested to submit a proposal, which is directly responsive to the items, conditions, specifications, and other documents referred to in this Request for Proposal. The University encourages alternate bid proposals, which may result in cost reductions, technical superiority, and/or other advantages, but must be clearly labeled as an alternate proposal. These alternate proposals should be submitted in addition to the Bidders responsive proposal to this Request for Proposal.

It is the responsibility of each Bidder to become familiar with the project requirements. Prepare any questions and submit them by email to Purchasing no later than **3:00 p.m. Local Time on August 19, 2022**. Lack of knowledge concerning the project requirements will not relieve the Bidder of conditions submitted in response to this proposal. It is the Bidder's responsibility to verify all existing conditions.

Bidders are to respond to all requests for information and questions as listed in this Request for Proposal. Bidders failing to provide required information may be deemed non-responsive and their bid proposals may not be considered for award. All University forms are to be completed and returned. Failure to complete the University forms may disqualify your bid. These forms will be a primary source of information for the proposal evaluation process along with any additional response pages, exception pages, and other Bidder provided material the University may deem as informational to the selection and decision process.

All proposals **MUST** be valid for a period of at least ninety (90) days from the above date of bid opening. It is requested that one (1) original and three (3) copies of the proposal be submitted. Mark your responses accordingly, i.e. "Original" or "Copy".

Samford University reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the competitive bid process; and unless otherwise specified by the Bidder on their proposal, to accept any item or group of items in the proposal.

The University reserves the right to evaluate bids in detail, as provided in this Request for Proposal, and to award a contract, which, in the exercise of reasonable discretion, the University determines to be in its best interest.

If it is determined that if no responsive bids are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price.

The University reserves the right to conduct discussions with any or all respondents to this request for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, schedule, and price.

The winning bidder's proposal and this RFP shall become part of any contract that is negotiated with the successful organization unless modified in writing by the contract.

Wade Walker
Director of Business Services
Samford University

Samford University
Office of Business Services
Purchasing Department, Suite 301 B
800 Lakeshore Drive
Birmingham, AL 35229

REQUEST FOR PROPOSAL

For

Elevator Service and Maintenance

I/we, the undersigned, having carefully examined the specifications and conditions of this proposal, and fully understanding the type and quality of the product(s) and/or service(s) required, hereby propose to supply the following product(s) and/or service(s) at the prices stated and certify that such prices include all costs of installation, transportation, packaging, delivery, storage, taxes, and service under warranty, F.O.B. Destination to the designated University location

Samford University requests bid proposal responses for Elevator Service and Maintenance as per the attached specifications, proposal pages, and general bid conditions.

All questions concerning this bid proposal are to be directed to Wade Walker, phone (205) 726-2916, e-mail pwalker@samford.edu.

FIRM NAME _____ BY (PRINT) _____

ADDRESS _____

SIGNATURE _____

CITY: _____

STATE: _____

ZIP: _____

TITLE: _____

PHONE: _____

FAX NUMBER: _____

FEDERAL ID #: _____

DATE: _____

The following sections of this Request for Proposal, are being provided as an aid to insure that your bid proposal is complete, considers all aspects of the Request for Proposal, and will, therefore, be considered responsive when reviewed by the University.

Section 1.0	Proposal Submittal Requirements
Section 2.0	Terms and Conditions
Section 3.0	General Requirements and Information
Section 4.0	Specifications for <u>Elevator Service and Maintenance</u>

SECTION 1.0: PROPOSAL SUBMITTAL REQUIREMENTS

1.1 Delivery of Proposal

Sealed requests for proposals (RFP) for furnishing, delivering, and installing the attached products and/or services for Samford University must be received by the Office of Business Services, Purchasing Department, 800 Lakeshore Drive, Birmingham, AL 35229 by **2:00 p.m. Local Time, on August 31, 2022** at which time they will be received and opened. Information contained in the proposals will not be open for public inspection. It is requested that one (1) original and three (3) copies of your bid proposal be submitted, mark your responses accordingly, i.e. "Original" or "Copy".

Submit proposals as follows:

Samford University
Office of Business Services
Purchasing Department, Suite 301 B
800 Lakeshore Drive
Birmingham, AL 35229

1.2 Caution

Bidders are cautioned to read this document carefully and to prepare and submit their bid proposal providing all information requested in accordance with the format chronology, etc., as set forth herein. Proposals must be dated and signed by an official authorized to bind the Bidder to its provisions. Proposals must remain in force for at least ninety (90) days from the date for submission of proposals.

1.3 Bidder Responsibilities

It is the responsibility of each Bidder to become familiar with the project requirements. Prepare any questions and submit them by email to pwalker@samford.edu no later than **3:00 p.m. Local Time on August 19, 2022**. Lack of knowledge concerning the project requirements will not relieve the Bidder of conditions submitted in response to this proposal. It is the Bidder's responsibility to verify all existing conditions.

1.4 Bidder Questions, Clarifications, and Addenda Interpretation:

It is the responsibility of Bidders to obtain information and clarifications as provided below. The University is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Request for Proposal by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the University. Any request for bid interpretation shall be emailed to pwalker@samford.edu.

In order to be given consideration, requests for interpretation must be received by **3:00 p.m. Local Time, on August 19, 2022**. Any and all interpretations and any supplemental instructions provided by the University shall be in the form of written addenda to the specifications, which if issued, will be mailed or faxed to all prospective Bidders. Failure of any Bidder to receive any such addenda shall not

relieve the Bidder from any obligations specified in the bid. All written addenda shall become a part of the final contract document.

The Bidders are solely responsible for providing their correct addresses and fax numbers for any response to inquiries. The University is not responsible for lost or undeliverable responses.

1.5 Bid Envelopes

Bid proposals should be returned in an envelope marked clearly **"BID"**. Only in this manner can you be assured that your proposal will be in the hands of the buyer at the time of the bid opening. If you are delivering your bid in person, it should be sealed and submitted in a clearly marked envelope and given to an authorized member of the purchasing staff.

1.6 Evaluation

The University will not be responsible for any costs incurred in preparation of the Bidder's proposal. Factors such as, but not limited to technical performance, installations, expandability, delivery, quality, schedule, design, and price will be taken into consideration in the evaluation of the Bidder's proposal. The University reserves the right to accept or reject any and all proposals. Issuance of this Request for Proposal does not obligate the University to award a purchase order.

1.7 Bidder Qualification:

The University may make any investigations deemed necessary to determine the ability of the Bidder to perform the specifications of this bid. The Bidder shall furnish the University with pertinent information and data upon request. The University reserves the right to reject any bid based on the facts resulting from an investigation which indicate that a Bidder is not properly qualified to carry out the obligations of the contract. Conditional bids will not be considered.

1.8 Exceptions:

Any exceptions with respect to the specifications, technical criteria, data requirements, terms and conditions, delivery schedules, or the use of the technical data submitted **MUST** be specified in writing as part of the required bid proposal. Specific reference must be made to the paragraph numbers or other identifying criteria with respect to any exceptions proposed by the Bidder. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions will be recognized by the University, and any resulting award will be issued on the basis that no exceptions exist and the Bidder will be held responsible for compliance to the detail of all specifications and conditions. The University reserves the right to analyze exceptions in detail. The foregoing criteria also applies to all referenced and subsidiary specifications set forth as part of the technical requirements.

1.9 Bid Withdrawal:

Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of the bid opening.

1.10 Confidentiality:

All pricing regarding this Request for Proposal will be kept confidential.

1.11 Fiscal Funding Out Clause:

Notwithstanding the foregoing, if the legislative body appropriating funds, does not allocate sufficient funds to allow for periodic payments for any future fiscal period, the University will not be obligated to pay the net contract time balance remaining beyond the then Current Fiscal Period, ending **June 30 of each year.**

1.12 Building Rules and Regulations:

Employees of the Vendor and its Subcontractors shall comply with all instructions, pertaining to conduct and building regulations issued by representatives of the University. The University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the University campus are tobacco-free. Use of tobacco products is not permitted in any area inside University buildings. The Vendor is expected to respect this tobacco-free policy and fully comply with it.

1.13 Adjoining Premises:

The Vendor shall take precautions to avoid damage to adjacent buildings, facilities, utilities, ground resources, trees and landscape amenities, etc. and carry out any necessary temporary and/or permanent repairs for which the Vendor is legally liable.

SECTION 2.0: TERMS AND CONDITIONS

In addition to the SAMFORD UNIVERSITY Standard Terms and Conditions contained herein, the following terms and conditions will be binding upon the successful vendor in the event that a purchase order is issued.

These Terms and Conditions are as follows:

2.1 Delivery:

Successful vendor shall bear all costs related to service.

2.2 Substitutions:

Vendor shall not substitute materials or accessories without written consent of the University.

2.3 Termination of Contract:

The purchase order and/or contract and any and all rights granted and obligations assumed hereby may be terminated for cause by the University by giving sixty (60) days written notice to the vendor. Upon receipt of a notice of termination and except as otherwise mutually agreed, vendor shall: Stop work under the purchase order on the effective date of the notice of termination. Upon termination, a mutually agreed settlement between both the University and the vendor shall be contemplated resultant to which a modification to said purchase order will be issued.

2.4 Termination for Cause:

Samford University may terminate the contract resulting from this Request for Proposal at any time if the Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment to terms, as specified in this document and resulting contract documents. In such an event, Samford University shall provide the Vendor with a thirty (30) day written notice of conditions, which endanger contract performance. If after such notice, the Vendor fails to remedy these conditions, Samford University may issue an order to the Vendor for immediate cancellation of the contract.

2.5 Termination for Other Reasons:

By mutual agreement of both parties, upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

2.6 Default of Vendor:

The successful Bidder, upon failure or refusal to execute and deliver the materials contained in the Purchase Order after having received notice of the acceptance of its proposal, shall forfeit to the University the security deposit submitted with their proposal, (if applicable).

2.7 Subcontracting:

Vendor shall not subcontract all or substantially all work on any article to be supplied under the contract without prior written approval of the University. Vendor shall be held responsible for all services provided for in the RFP. No third party contractors will be accepted without the written consent of the university.

2.8 Contract Assignment:

Contracts established as a result of this proposal shall not be transferred or assigned without prior written consent of the University.

2.9 Indemnity:

Vendor in connection with the performance of the purchase order may send any of its agents or employees onto premises owned or controlled by the University. Vendor shall provide safety protection for persons and property in accordance with all applicable laws and regulations and indemnify and save harmless the University from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the work.

2.10 Governing Law:

The laws of the State of Alabama and the purchasing policies and regulations of Samford University shall govern and control all aspects of this procurement transaction and the contract awarded to the successful Bidder.

2.11 Force Majeure:

Vendor shall not be held liable for delays in manufacturing or delivery resulting from any circumstances beyond vendor's reasonable control, not occasioned by vendor fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the vendor shall notify the University without delay and any relief granted to the vendor shall be limited to an extension of delivery dates or times of performance to the extent caused.

2.12 Previous Agreements:

This Request For Proposal and any resulting purchase order and/or contract cancels and supersedes any prior understandings or agreements between the party's relating to the subject matter hereof. The purchase order and/or contract, and the contained specification, incorporated by reference herein express the complete and final understanding of the parties with respect thereof, and may not be changed in any way except by an instrument in writing signed by both parties.

2.13 Disputes:

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

2.14 Federal, State and Local Taxes:

Merchandise purchased for the exclusive use of Samford University is exempt from sales tax by Act. No 100, Section 33, Paragraph (n), second Special Session of the Alabama Legislature, 1959. Merchandise purchased for the exclusive use of Samford University is exempt from Federal Excise Tax. Certification of these exemptions will be provided to the successful Bidder upon request.

2.15 Applicable Documents/Documents Contained Herein:

Standard University contract documents, as attached, shall be executed by the successful Bidder and its insurer within fifteen (15) days upon notice of award of contract.

Contractor's Certificate of Insurance - Contractor's Certificate of Insurance - Successful Bidders will be required to furnish a certificate of insurance with coverage to include but not limited to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. At all times during the term of this Agreement, vendor shall maintain Commercial General Liability Insurance with limits of not less than One Million dollars (\$1,000,000.00) per occurrence and Three Million dollars (\$3,000,000.00) in aggregate. This certificate must be on file in the Purchasing Department prior to any commencement of work. It is absolutely necessary that "Samford University" be added to the face of the certificate for all coverage except worker's compensation.

2.16 Power of Attorney:

Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

2.17 Sexual Harassment:

Federal Law and the policies of Samford University prohibit sexual harassment of University employees and students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees or a hostile or offensive academic environment for University students. University contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees or students. The employer of any person who the University in its reasonable judgment determines has committed an act of sexual harassment agrees as a term and condition of this contract to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

2.18 Interpretation of Conflicts:

Should conflicts occur, the Vendor shall request an interpretation from the University before proceeding with the work. If a Vendor fails to make such a request, no excuse will be entertained for failure to carry out the specified work in a satisfactory manner.

2.19 Collusive Bidding:

The Bidder's signature on this proposal is their guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders, and without effort to preclude the University from obtaining the lowest competitive price.

SECTION 3.0: GENERAL REQUIREMENTS AND INFORMATION

3.1 Purpose:

The purpose of this request for proposal (RFP) is to provide prospective vendors with information to enable them to prepare and submit a proposal for Elevator Service and Maintenance. It is the intent of Samford University to make a single award to one prime vendor. This RFP will begin the process of evaluation and negotiation, which may lead to a contract between the University and a selected vendor. If no responsive bids are received by the University, the University reserves the right to negotiate on the best terms and conditions at the best possible price.

3.2 Performance Bond

Upon award of the contract, the selected vendor may be required to provide an annual \$300,000 (Three-hundred thousand Dollar) performance bond for each year the contract is in effect.

The performance bond required must be acquired upon contract award at the vendor's expense. The purpose of this bond is to protect Samford University in the event of default on one or more of the contract terms by the supplier chosen. The bond is in an amount sufficient to reimburse the University for the full amount of its anticipated business risk under the contract, and includes provision for both the time and expense which would be incurred by University in obtaining an alternate vendor in the event of contractual default. The amount of the bond does not include punitive damages. The bond also does not prevent the exercise by the University of any other remedies available to the University, in whole or in part, under current Federal and State Statutes, in the event of contractual default.

3.3 Evaluation Process

Proposals will be evaluated and a contract awarded in compliance with Samford University Purchasing Policy. The award of a contract shall be made to the most responsive Bidder, taking into consideration the best interests of the University, the quality or performance of any articles or services to be purchased, their conformity with specifications, the purpose for which required, design, the time of delivery and performance, the result of the rankings of your proposal by the committee, along with appropriate input from customers, oral presentations, and any other information the University may deem appropriate. If ALL Bidders fail to meet a specification the University reserves the right to delete that specification. This process also includes, but is not limited to, the following criteria to assist in the determination of the successful Bidder.

Pricing

Value Added Services

Overall Company Evaluation

Once the most responsive vendor is determined, the University may conduct further negotiations, and/or request presentations and demonstrations to assist in the clarification of contract terms and conditions.

SECTION 4.0: Scope

Ensure all components of elevators at Samford University meet required code, regulation, and are maintained to the highest quality available.

1. Perform routine preventative maintenance which will include examination, lubrication, and adjustment of control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, wire ropes, power units, pumps, valves, jacks, car and hoistway door opening devices, door protection equipment, loadweighters, car frames and platforms, counterweights, safety mechanism, and adjustment of any required parts and components to maximize performance and safe operation.
2. Provide full coverage parts, repair, and/or replacement for all components worn due to normal wear, unless specifically excluded.
3. Required to maintain an extensive parts inventory to support Samford's elevators. No part should ever take longer than one week to replace/repair, with the majority of any parts needed replaced within 24 hours, 7 days per week.
4. Relamp of signals, as required.
5. Perform service in accordance with state or federal standards, and provide certificate of operation.
6. Provide quality assurance that ensures technicians are supported by appropriate engineers and have the knowledge, skills, and abilities to perform service and routine maintenance.
7. Use software systems to monitor status and performance of the elevator operations and provide that data to Samford monthly with any deficiencies or concerns noted
8. Conduct annual periodic testing as required by the American National Safety Code for Elevators

Provide annual cost for routine maintenance, testing, and certifications.

Provide pricing for service requests during working hours/after hours.