REQUEST FOR PROPOSAL

Elevator Maintenance and Fire Service Inspection
University of Maine

RFP 06-08

ISSUE DATE:
August 31, 2007

MANDATORY PRE-PROPOSAL MEETING:
Thursday, September 20, 2007 at 9:00 a.m.

PROPOSALS MUST BE RECEIVED BY:
September 27, 2007

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401
SECTION 1

1.0 GENERAL INFORMATION:

1.1 Purpose: The University of Maine System, acting through the University of Maine, is seeking proposals from qualified vendors to perform elevator maintenance repair and inspection at the University of Maine campus in Orono as described in this document.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a contractor may be selected and the contractual terms by which the University intends to govern the relationship with the selected contractor.

1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Scope: The Contractor shall perform complete inspection, preventive maintenance, incidental servicing, repair, emergency service, all parts and annual fire service inspection for the University’s elevators. This does not include annual State safety inspections and certificates, but does include tests required to pass State safety inspections.

Services shall include but not be limited to, the provision of qualified labor; supervision; transportation; maintenance of records; cleaning; parts, tools and equipment.

Maintenance records shall be established and maintained. These records shall include repair work performed and spare parts used. All work performed shall be patterned after accepted commercial practices for elevator maintenance. The frequency of inspections and service shall be appropriate for the elevators being serviced and shall insure that the reliability and proper operation characteristics of the elevators are not degraded.

1.4 Evaluation: An evaluation team will review and score each proposal submitted assigning points for each of the criteria shown below.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
<th>Weight</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall plan and approach to maintaining the equipment listed</td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Bidder’s experience with projects of similar magnitude.</td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>References from contracts of a similar scope and magnitude</td>
<td>5</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Bidder’s qualifications for the scope of work in this contract</td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>Financial stability of Bidder’s company</td>
<td>5</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Experience and training of personnel assigned to this contract (primary and backup)</td>
<td>5</td>
<td>1</td>
<td>5</td>
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<tr>
<td>Response Time (45 minute Maximum) for extractions</td>
<td>5</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Cost</td>
<td>5</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>40</strong></td>
<td><strong>60</strong></td>
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</table>
1.5 Award of Proposal: The University intends to award this contract to a single Bidder. Presentations may be requested of two or more Bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposal or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration, a contract may be awarded to that Bidder without further action.

1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy to the successful Bidder. The protest must contain a statement of the basis for the challenge.

1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by written addenda to all parties that have received a copy of the RFP. Addenda will also be posted on the University of Maine System’s Office of Strategic Procurement’s web site, www.maine.edu/strategic/index.php.

The University will not be bound by oral responses to inquiries or written responses other than written addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302

1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
1.11 Proposal Understanding: By submitting a proposal, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in the Bidder’s response.

1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.13 Proposal Submission: A SIGNED original and five (5) copies of the proposal must be submitted to:

The University of Maine System
Office of Strategic Procurement
16 Central Street
Bangor ME 04401

in a sealed envelope by Thursday, September 27, 2007, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date will not be considered in dating the receipt of the proposal. In the event of suspended University operations on the day that proposals are due, proposals will be accepted on the next regularly scheduled business day. Bidders may wish to call 207-973-3298 for information regarding University hours. Additional time will not be granted to any single Bidder however additional time may be granted to all Bidders when the University determines that circumstances require it. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals must be submitted in a sealed envelope clearly marked with the following information:

Name of Bidder
Address of Bidder
Due Date
RFP #

OPTIONAL ADDITIONAL SUBMISSION: IN ADDITION to the mandatory submission identified above, Bidders are invited to submit two (2) virus free CD ROM copies of their proposal. CD’s should be in either Microsoft Office Software or Adobe Portable Document Format (PDF). All image files in one of the following formats: JPF, GIF, BMP or TIF. The University prefers images already inserted as part of the document such as a PDF. Optional CD submissions WILL NOT affect the University’s evaluation of a Bidder.

1.14 MANDATORY Pre-Proposal Conference: A pre-proposal conference is scheduled for Thursday, September 20, 2007 at 9:00 a.m. at the Purchasing Conference room, 5765 Service Building, University of Maine, Orono. The purpose of this conference is to answer questions, provide further clarification and tour the effected facilities. Please hold all questions until this meeting. Attendance by prospective Bidders is MANDATORY.

Vendors planning to attend this pre-proposal conference should contact Erin Tapley at 207-973-3313 no later than 5:00 p.m., Tuesday, September 18, 2007 with the names and titles of individuals who will attend.

Driving directions to the University can be found at: http://www.theUniversity.edu/locator/directons.htm
SECTION 2

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.3 Contract Term: The initial Contract term shall begin on the date that a Contract is awarded or Contract signed and run for a period of 12 months from that date. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.

2.4 Contract Data: The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and items sold (parts).

2.5 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.

2.6 Non-Waiver of Defaults: Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights.

2.7 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the Contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
2.8 Contract Administrator: The University of Maine’s Purchasing Department’s Contract Specialist or designee shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this agreement and to whom all notes must be sent.

Michael Noblet, C.P.M.
Contract Specialist
5765 Service Building
Orono, ME 04469-5765
noblet@maine.edu
(207) 581-2666

2.9 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor’s responsibility to obtain written clarification or approval from the Contract Administrator.

2.10 Job Coordinator / University’s Job Coordinator: The Associate Director of Facilities Management or designee shall be the University’s authorized representative in all matters pertaining to day-to-day operations and/or activities provided under this Contract.

Stewart Harvey
Associate Director of Facilities Management
5765 Service Building
Orono, ME 04469-5765
Stewart.harvey@umit.maine.edu
(207) 581-4184

2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted a state court located in the State of Maine.

2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veteran’s status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University
of Maine System has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Director of Equal Opportunity, Alumni Hall, 581-1226.

2.16 Indemnification: The Contractor shall indemnify, hold harmless and defend the University, its trustees, employees and agents from and against all losses, expenses, claims, lawsuits, damages, judgments and costs, including attorneys’ fees, suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the acts, omissions or operations of the Contractor or any subcontractor under this agreement.

2.17 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and MRSA title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

2.18 Contractor's Liability Insurance: The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the University, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of subcontractor has been so obtained.

The Contractor and any Subcontractor shall purchase and maintain such insurance as will protect themselves from claims set forth below which may arise out of or result from the Contractor's or Subcontractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

A. General Liability - Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office Commercial (ISO) General Liability 1998 Form CG0001 or equivalent and shall include the following two endorsements or their equivalent: 1) Additional Insured Endorsement (CG20 10 11/85 edition) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured. The policy form and endorsements must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation. General Liability insurance required minimum limits:

1. General Aggregate $2,000,000
2. Products & Completed Operations Aggregate $2,000,000
3. Personal Injury Aggregate $1,000,000
4. Each Occurrence for Contracts Under $1 million $1,000,000
5. Each Occurrence for Contracts $1 million and above $2,000,000
6. Personal/Advertising Injury $1,000,000
7. Medical Payments (Any One Person) $5,000

B. Workers' Compensation Coverage shall be provided on a statutory basis according to Maine Law and will apply to all personnel on the job site.

1. Employer’s Liability

   Bodily injury by accident $500,000 each accident
   Bodily injury by disease $500,000 each employee
   Bodily injury by disease $500,000 policy limit

C. Auto Liability Insurance shall cover all owned and hired vehicles as well as Employer's non-ownership liability.

1. Limits - Combined Single Limit of Liability $1,000,000

D. Certificates of Insurance acceptable to the University shall be filed with the Contract Administrator, prior to commencement of the Work. The Certificates of Insurance shall indicate the Certificate Holder as University of Maine System, 16 Central Street, Bangor, Maine 04401, and shall contain a provision that coverage afforded under the above policies will not be cancelled or materially changed unless at least thirty (30) days prior Written Notice has been given to the University.

All coverage provided to comply with the Specifications shall be provided by companies licensed by the State of Maine Bureau of Insurance.
2.19 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration’s (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926) and general Occupational Safety and Health Standards (29 CFR 1910) for the duration of the Contract.

Prior to the commencement of any phase of work under this Contract, the Contractor will submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management under this Contract and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies.

Where any of the Contractor’s operations occur in, on, or within 50 feet of any door, window, or air intake in a building occupied by University employees or students, the Contractor shall, prior to the start of any operation, provide directly to the University’s Job Coordinator, copies of the Material Safety Data Sheets on all materials to be used in the operation. The University’s Job Coordinator shall be responsible for ensuring proper precautions and notifications are made to the building occupants prior to initiation of such operations.

2.20 Solid Waste Removal: The Contractor will be responsible for cleaning up and removing all waste materials created by the Contractor’s operation from University premises by the end of the day. The Contractor will promote waste reduction and recycling and follow University policies to reduce, reuse, and recycle.

2.21 Asbestos Removal: The University shall be responsible to track and coordinate the disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing very basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the Job Coordinator. The Job Coordinator will then contact the Asbestos and Lead Coordinator who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and/or abatement schedules to the Job Coordinator who will then direct the Contractor.

2.22 Lockout and Tagout of Electrical Equipment: The Contractor shall establish methods of insuring employee safety as well as compliance with Federal, State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

2.23 Confined Space Policy: Under the University’s confined space policy, elevator pits are defined as permit-required confined spaces. The Contractor shall only enter permit spaces under the auspices of a written confined space permitted program that meets the requirements of OSHA’s Standard for Permit Required Confined Spaces (29 CFR 1910.146). Contractor shall be required to receive a permit from the University to enter any permit required confined spaces.

The Contractor, prior to entry into a permit-only confined space, must receive the following information from the University:

a) Elements, including the hazards identified and the University’s experience with the space, that makes the space in question a permit confined space;

b) Precautions or procedures the University has implemented for the protection of University employees in or near permit confined spaces where Contractor personnel will be working;
Contractor shall coordinate confined space entry operations with the University and Contractor personnel that will be working in or near permit-required confined spaces during Contractor's work. The purpose of this coordination is to ensure employees of one employer do not endanger the employees of any other employer.

Contractor shall inform the University's Job Coordinator of the permit confined space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation.

Contractor shall obtain any available information regarding permit space hazards and entry operations from the University;

Special areas of concern for the purpose of this Contract include but are not limited to:

- Personal Protective Equipment
- Hazard Communications (MSDS)
- Fall Protection
- Confined Space (University Permit required each time)
- Lockout/Tagout
- Asbestos Awareness
- Lead Awareness
- Excavation & Trenching
- Ladder Safety
- Hearing Conservation
- Respiratory Protection
- Hotwork/Firewatch

2.24 Condition and Care of Property and Protection of the Work: The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

2.25 Separate Contracts: The University reserves the right to obtain competitive bids or proposals for work not covered under this Contract, including alterations. The Contractor will cooperate with any contractor retained under such conditions.

2.26 Liens: The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.

2.27 Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

2.28 The Contract Administrator must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this Contract.
2.29 Parking Regulations and Use of Walkways: The Contractor’s vehicles and those of the Contractor’s employees working on the University must be registered with the Department of Public Safety. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by University police. Violation charges and towing will be at the Contractor’s expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 207-581-4047.

Vehicles should be limited to Contractor’s company vehicles only. Exceptions may be made for employees personal vehicles only on rare occasions and must be approved by the Job Coordinator.

2.30 Tax Exempt: The University is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The University is exempt from the payment of Maine State Sales and Use Taxes.

2.31 Identification Badges: The Contractor personnel shall be required to wear University approved identification badges when on University grounds. Badges must be visible at all times.

2.32 Pricing: Quoted prices will be in effect for the initial (one-year) term of this Contract. After this period the Contractor shall be bound by not-to-exceed maximum annual price increases specified the proposal.
SECTION 3

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Employees: The Contractor shall employ only competent and satisfactory personnel, licensed by the State of Maine, and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

3.2 Payments: Payments will be processed upon submittal of an invoice to the Department of Facilities by the Contractor on a net 30 (calendar day) basis unless discount terms are offered. Elevator service shall be invoiced at the end of each month for which service was performed.

Performance of work not included in the Contract must be pre-approved by the Job Coordinator.

The invoices for pre-approved work not included in the contract must be complete, citing reasons for charges and supported by time slips signed by the Job Coordinator.

3.3 Records: The Contractor shall provide, and keep current, a check chart suitable for each elevator to indicate the status of all scheduled maintenance work performed. The Contractor must initial and date each entry on the chart to document that the work has been accomplished. The chart shall be posted in the machine room or other location convenient to each station. Detailed reports of all accidents resulting in personal injury or any damage to equipment must be kept on file by the Contractor. Copies of these reports shall be issued to the Job Coordinator.

3.4 Laws and Permits:

3.4.1 The Contractor shall comply with all Federal, State, and Municipal laws and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspections and approval for the work and deliver same to the Contract Administrator or designee. This does not include annual State safety inspections and certificates, but does include tests required to pass State safety inspections.

3.4.2 The Contractor shall immediately inform, in writing, the Contract Administrator or designee, of any work conditions or materials which violate any of the above laws and regulations. Any work done by the Contractor causing such violations shall be corrected by the Contractor at the Contractor’s own expense.

3.5 Service Requirements: The Contractor agrees to perform the Service Requirement described in Attachment A, Scope of Services, which may be changed from time-to-time by mutual consent of the parties, in writing.

3.6 Response Times: The Contractor shall respond to breakdowns and extractions within the following time frames: breakdowns – within two (2) hours of notification by the University; extractions (trapped passengers) – within 45 minutes. NOTE: these are minimum required response times. The Contractor must comply with ASME 17.1 - 200 and 17.4.
3.7 Parts Availability: The Contractor must be able to acquire major replacement parts of suitable and genuine manufacture from a reliable source within twenty-four (24) hours, and such parts must be compatible or interchangeable with the worn or defective parts replaced without damage to any other related part, or impairment to the operation of the elevator machinery and the expect life thereof.

3.8 Additions/Deletions: The University retains the option to add or delete elevators under the Contract at rates mutually agreed upon, consistent with bid prices, after warranty services have been fulfilled. Additions or deletions can only be by written amendment to the Contract. The Contractor shall inspect new elevators prior to warranty expiration and advise the Contract Administrator or his designee of any maintenance related areas needing attention. The University will insure new elevators are in proper operating condition prior to the expiration of the warranty.
SECTION 4

4.0 PROPOSAL CONTENT:

The University intends to award this Contract to a vendor with a proven track record, experienced personnel and the equipment required to provide the services required by this Contract. Bidders are encouraged to provide any additional information describing their capabilities.

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Responses to each requirement below must be in order and clearly marked with the section number to which they respond. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

4.1 Business Profile:

4.1.1 Financial

Public Companies (supply only one copy with your proposal).
- audited annual reports for the last three years
- history and description of the company
- recent reports from securities analysts
- published reports about the company

Private Companies (supply only one copy with your proposal).
- audited financial statements or tax forms from three years
- history and description of the company
- published reports about the company, if any

4.1.2 Credit rating/report, letter from bank, suppliers.

4.1.3 Number of years in business.

4.1.4 Type of operation (Individual, Partnership, Corporation)

4.1.5 Financial rating of your company and supporting documentation (such as a Dun and Bradstreet analysis) which indicates the financial stability of your company.

4.2 Qualifications:

4.2.1 Provide a statement or other evidence that your firm is regularly and wholly engaged in the repair, maintenance and modifications of elevators and elevator related equipment.

4.2.2 Submit a list of all higher education accounts that your firm has with the number of elevators and length of time you have held the contract(s).

4.2.3 For the past three years (2005 – 2007), provide a list of accounts that your firm has lost or were terminated and the reason(s) for their loss.

4.2.4 Provide evidence that your firm has successfully established and maintained a full preventive maintenance program, for a period of not less than five consecutive years (2003 to 2007), on elevators of the same manufacturer, of approximately the same...
age, with similar equipment controls, operations and components parts as the elevators covered in this Request for Proposal.

4.2.5 Provide evidence that your firm has a thorough working knowledge of the engineering data, writing, specifications and materials of the specific elevator equipment to be covered by this Contract.

4.2.6 Provide complete resumes for all personnel to be assigned to this Contract. Provide certificates and / or State of Maine licenses, if applicable. Are the service mechanics employees of your company? To what extent are they bonded?

4.2.7 Describe your ability / plan to provide continuous service if the primary mechanic(s) is/are unavailable or in other abnormal circumstances.

4.2.8 Provide a copy of your Lockout and Tagout procedures applicable to this Contract.

4.2.9 Provide a copy of your Confined Space procedures applicable to this Contract.

4.2.10 Provide a copy of your oil spill prevention procedures applicable to this Contract.

4.3 Maintenance Plan:

4.3.1 Provide a detailed plan for the maintenance and upkeep of all elevators listed in this document. As a minimum, the plan shall comply with the manufacturer’s recommendations and all current elevator codes.

4.3.2 Submit a detailed emergency procedure as it pertains to breakdowns and extractions (must comply with ASME 17.1 and 17.4) to include minimum response times.

4.3.3 Specify where the service technician would be based (daytime and after hours) and the procedure used to contact him/her in an emergency for call back service.

4.3.4 Provide a detailed plan and time line for annual fire service inspections during off hours. This requirement shall be included in the annual cost per elevator.

4.3.5 Provide samples of report that would be used on this Contract, such as:

- Sign-in and Sign-out Log
- Monthly report of service calls
- Monthly report of major or safety related problems
- Preventive maintenance record to document work done on each elevator
- Estimate of repair cost report for repairs not covered by the Contract
- Performance of monthly service report
- Performance of annual service report

4.4 Organizational Plan:

4.4.1 Provide a list of all employees who will be assigned to the Contract (primary and back-up).

4.4.2 Provide resumes and work histories for the primary technician and account representative who will be assigned to this Contract.

4.5 Subcontractors:
4.5.1 Identify and provide the qualifications of any subcontractor that the Bidder plans to utilize on this Contract.

4.5.2 Provide a detailed description of the role that any subcontractor shall perform under this Contract.

4.6 Timeline: Provide a proposed timeline and comprehensive implementation plan for executing the maintenance requirements detailed in this RFP.

4.7 Parts Availability: Bidders shall provide, in writing, confirmation of their ability to comply with the requirements of section 3.7 above.

4.8 Monthly Pricing: Quoted prices will be in effect for the initial (one-year) term of this Contract. After this period the Contractor shall be bound by not-to-exceed maximum annual price increases specified its proposal.

Bidders shall state whether or not monthly contract prices are to be held for the full five year (potential) life of this Contract, or if not then what the maximum annual increase shall be.

Bidder’s responses to this question will be considered in scoring the overall cost of a contract during evaluation.

4.9 Parts Cost: Bidders shall submit information explaining how costs for repair parts, not included in the Contract, will be calculated. If price books are used, indicate percent off list price that will be used on this Contract.

4.10 Standby Service Days: Provide the cost per day: $____________________

4.11 Overtime Labor Rate: $___________________________________________

4.12 Bidder’s Representative: Proposals shall include the name, address, email and telephone numbers (cell and land line) of the person(s) with authority to bind the Bidder to answer any questions, or provide clarification concerning the Bidder’s offer.

4.13 References: Submit five (5) references with your proposal. These references should be organizations that your firm has done business with in the past year on projects with a similar scope to this one.

Reference information will include the following:

Company Name
Address
City, State, Zip Code
Contact Person
Phone/Fax Number
Complete the table below by filling in the cost per elevator per month as instructed. Bidders are to complete both columns (Monthly Cost 1 and Monthly Cost 2) even if there is no change in cost.

The monthly maintenance cost shall include maintenance and annual fire service inspections for each.

Monthly Cost 1: Price for a professional regular maintenance program to the University’s elevators in top operating condition as specifications require. The prices quoted shall be for work accomplished during the normal work day of 8:00 am to 5:00 pm Monday through Friday and must be priced per elevator per month. Any unit added or deleted by the University from the original listing will result in an equitable adjustment to the contract price. If added, the price will be negotiated by the parties to include warranty inspections.

Monthly Cost 2: Same as above except the pricing includes a full time mechanic assigned to the University 40 hours per week.
Bidders are to **complete both columns** (Monthly Cost 1 and Monthly Cost 2) by filling in the cost per elevator per month. Cost 1 is the same as Cost 2 except Cost 2 includes a full time mechanic assigned to the University 40 hours per week.

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<td>Dover</td>
<td>Freight</td>
<td>1976</td>
<td>6'0&quot;x 3'8&quot;</td>
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<td>Otis</td>
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<td>4443</td>
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<td>4'3&quot;x 5'10&quot;</td>
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<td>35864</td>
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<td>Passenger</td>
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<td>Otis</td>
<td>Passenger</td>
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<td>PICS</td>
<td>76</td>
<td>2112</td>
<td>Dover</td>
<td>Freight</td>
<td>1967</td>
<td>8'0&quot;X 6'0&quot;</td>
<td>Hydraulic</td>
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<td>3739</td>
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<td>Passenger</td>
<td>1992</td>
<td>5'8&quot;x 4'3&quot;</td>
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<td>Canton</td>
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<td>5'8&quot;x 4'3&quot;</td>
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<td>Item</td>
<td>State ID#</td>
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<td>Install Date</td>
<td>Inside Car Size</td>
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<td>4'0&quot; x 6'8&quot;</td>
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<td>1642</td>
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<td>1961</td>
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<td>Electrical</td>
<td>5</td>
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</table>
SCOPE OF SERVICE

1.0 SERVICE REQUIREMENTS

1.1 General: Maintenance under this Contract shall be consistently high quality to protect all elevator equipment from deterioration and to provide performance to manufacturer’s specifications for all equipment.

1.2 Design: The Contractor will maintain the original design speed for each elevator car, in feet per minute, the original performance times, which includes acceleration and retardation, as designed and installed by the manufacturer. The Contractor will also perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes. Leveling and re-leveling will be maintained at + or - 1/4 inch.

1.3 Inspections: It is the responsibility of the Contractor to maintain all equipment in safe operating condition as required by law or regulation. In conjunction with this requirement, periodic inspections of the elevators shall be performed as required by ASME 17.1 and State of Maine regulations.

1.4 Return of Premises: Upon completion of any services, the Contractor’s employee will return all space disrupted by maintenance work to a neat and clean condition.

1.5 Annual Test: Once each year when due, the Contractor shall furnish all labor, equipment and test weights and shall obtain and pay for all permits and fees to make the annual test of the safety devices on all elevators, as required by the Maine Board of Elevator and Tramway Safety. Copies of the inspection certificates shall be maintained in each elevator car by the Contractor and the originals furnished to the University’s Job Coordinator.

1.6 Joint Inspection: Ninety (90) days before expiration of the Contract, or another agreed upon term, the University and the Contractor shall make a joint inspection of all equipment covered by the Contract. The University’s Job Coordinator shall notify the Contractor in advance of the inspection. Any defective parts found during the inspection which come under the scope of the Contract, shall be replaced by the Contractor within thirty (30) days.

2.0 EQUIPMENT COVERED includes but is not limited to the following Items:

2.1 Machine, worm gear, thrust bearings, drive sheave, shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.

2.2 Motor and motor windings, rotating element, commutator, brushes, brush holders and bearings.

2.3 Controllers, selector and dispatching equipment, all relays, solid state components, circuit boards, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape and mechanical and electrical driving equipment.

2.4 Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
2.5 Secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.

2.6 Hoist and governor ropes and rope fasteners.

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

2.8 Automatic power operated door operator, car door hanger, car door contact, safety edges, electric eyes and other door protective devices, load weighing equipment, car frame, car safety mechanism, and platform.

2.9 Elevator car guide rails and shoes, gibs or rollers when necessary to insure smooth and quiet operation. Except where roller guides are used, guide rails will be kept properly lubricated.

2.10 Elevator position indicator panel including all wiring to elevator cars and controllers.

2.11 Elevator intercom and emergency alarm system including all wiring to cars, panels and through controller.

2.12 Pumps, pump motors, drive belts, operating valves, valve motors, leveling valves, plunger packings, exposed piping, hydraulic fluid.

2.13 Car doors.

3.0 EQUIPMENT NOT COVERED:

3.1 Hoistway door hinges, panels, frames, gates and sills.

3.2 Car flooring and removable panels unless damaged by failure of parts or service covered by this Contract.

3.3 Car ceiling and light fixtures.

3.4 Cover plates for signal fixtures and operating stations.

3.5 Casings, and all underground hydraulic piping and connections.

3.6 Hoistway structural steel, concrete and/or other structural material unless damaged by failure of parts or service covered by this Contract.

4.0 MAINTENANCE REQUIREMENTS:

4.1 Repairs and Replacements: The Contractor will regularly, on a scheduled basis, completely examine, adjust, clean, lubricate, and when conditions warrant, repair or replace any component of the elevator system to guarantee original design conditions and performance characteristics. All work performed by the Contractor will be documented in writing and a copy provided to the University’s Job Coordinator.

4.2 Guide Rails: The Contractor will keep the Guide Rails properly lubricated at all times except where roller guides are used, and when necessary, renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.
4.3 Safety Devices: The Contractor will periodically examine all safety devices, and will adjust, repair, or replace as necessary.

4.4 Cables: The Contractor will repair and/or replace defective electrical conductor traveling cables and hoistway wiring.

4.5 New Parts: The Contractor will furnish new parts and lubricants obtained from or recommended by manufacturer of the equipment or equal, approved by Job Coordinator.

4.6 Interlocks, etc: The Contractor will also examine, lubricate, adjust repair, and/or replace the following equipment: interlocks, door closures, car and hatch door hangers, signal systems and car door operators.

4.7 Manufacturer’s Instruction: The Contractor will perform all maintenance, adjustments and inspections according to original manufacturer’s recommendations and will keep current on techniques and requirements.

5.0 PERFORMANCE:

The following inspection and maintenance operations shall be followed in carrying out the performance of this Contract. This constitutes the minimum of operations and frequency of performance to be provided. The Contractor must recognize that additional services may be required in order to comply with performance and safety requirements.

MONTHLY SERVICES

5.1 Ride each elevator, check operation of car and hatch doors, safety edges, sensing devices and/or electric eyes, acceleration and slow down speed, floor stops and leveling.

5.2 Inspect and wipe clean all motors, machines, and generators. Wipe clean all motor and commutators clean and check brushes and brush holders. Renew and/or reset brushes if necessary. Inspect the brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Check and lubricate hoist machine bearings. Check and add lubrication to the gear box if necessary. Inspect drive and secondary sheaves, clean if required, check bearings for proper operation and wear. Examine machine gear teeth for cutting and noise, repair and/or adjust as needed.

5.3 Inspect controllers, selectors and governors. Clean and lubricate direction and accelerating switches. Clean and adjust all controller and selector contacts. Replace worn contacts and/or shunts where necessary.

5.4 Lubricate the governor shaft bearing. Inspect working parts of all governors for free operation. Clean and lubricate as necessary. Check contacts, shaft, bushings and rubbing surfaces for cleanliness and wear.

5.5 Clean the hoistways, landing and car sills, all ledges, tops of elevators and pits. This service will be performed on a regular basis.

5.6 Examine all hoistway ropes and fastening for wear and breaks, check and adjust rope tension, re-rope if necessary. Examine all governor ropes for wear and proper tension. Adjust tension weight and/or shorten the governor ropes where necessary. All hoist and governor ropes shall be kept clean.
5.7 Examine all traveling cables for wear and position. Replace worn or frayed cables.

5.8 Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary. Clean and lubricate all hoistway and car top switches, examine switches for worn rollers, bearings and linkages, renew where needed. Examine all hoistway and car top leveling devices for alignment. All switches shall be adjusted to activate upon contact. The proper lubricants shall be applied to all roller arms, pivot points and switches. All switches shall be caused to function to insure proper operation. Inspect all door operating equipment, including motor brushes, commutators, belts or chains, contacts, car door clutches and releasing rollers. Clean, lubricate, adjust or renew as necessary. Examine door locks, door closer equipment, hanger rollers and tracks, clean, lubricate and renew where necessary. Examine the car and landing door up-thrust, adjust or replace the door eccentrics where necessary. Examine landing door gibbs for wear and alignment. Renew worn gibbs where needed.

5.9 Examine the car and counterweight guide shoes, rollers, fastenings, renew worn or damaged rollers and guide shoes to prevent excessive movement of car and counterweight and to prevent excessive wear of rollers and guides.

5.10 Light bulbs located in hall lantern fixtures, car stations, hall push button stations, position indicators shall be replaced upon their failure to light. All bulbs shall be of the same type and voltage of those to be replaced. The car push stations shall be cleaned on a regular basis. All working parts of the car stations shall be inspected to insure they are operating properly.

5.11 The top and bottom access switches and the car top inspection station shall be maintained in working order. All defective switches shall be replaced. The access operation shall comply with the elevator codes.

5.12 Inspect and wipe clean all motors and pump units. Inspect drive belts for wear and excessive slack. Inspect the entire hydraulic system for oil leaks. All leaks shall be repaired immediately.

5.13 Written documentation as to the performance of the monthly services shall be provided to the Job Coordinator or designee.

ANNUAL SERVICES

5.14 Examine, clean with proper solution, and repair as necessary, commutators, brushes and brush holders of all small control motors and regulators.

5.15 Thoroughly examine and clean starter and control panels. Check each contact and relay by hand for wear, cleanliness and proper adjustment. Clean, readjust, repair or replace as necessary.

5.16 Check, clean and adjust operation of slow down and limit switches.

5.17 Blow out and vacuum controllers, and hoist motors. Test winding insulation condition. Record results.

5.18 Examine, clean and adjust all moving parts of the governors and safeties for free operation. Perform actual test of safety at slowest operating speed, with no load.
5.19 Drain machine gear oil, repair any oil leaks, examine gear teeth, and refill with new gear oil.

5.20 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassemble and readjustments.

5.21 Clean and inspect hatch door hangers, tracks, rollers and gibs.

5.22 Clean car tops, pits, overhead sheaves and beams. Check all bracket and fishplate bolts for tightness.

5.23 Remove hall and car station covers, blow out and clean buttons and switches.

5.24 Perform annual fire service inspection during elevator off hours.

5.25 Onsite Standby Service Days

5.26 Move in/Move out days

5.27 Regular Emergency Call Back Service:

5.28 The Contractor will be required to provide overtime emergency call back service as required by these specifications and shall be rendered at any hour, on any day of the week required, and the Contractor shall respond within two hours of notification of each such requirement from the University. For trapped passengers response shall be within 45 minutes.

6.0 MECHANIC QUALIFICATIONS:

The Contractor will provide one primary elevator mechanic who will be responsible for and oversee all work. Other mechanics and apprentices will assist as necessary. The mechanic(s) shall be licensed by the State of Maine Board of Elevator and Tramway Safety and be thoroughly familiar with maintenance, repair and troubleshooting requirements for installations similar to these. Mechanics will be interviewed by the University’s Job Coordinator for acceptability prior to assignment to the site. The Contractor will also provide other mechanics fulfilling the same qualifications to provide for continuing service during absences of the regular mechanic. The Contractor will provide copies of licenses and qualifications of all personnel assigned to this Contract. No personnel may be assigned to this Contract or replaced without the prior approval of the Job Coordinator or designee.

7.0 COMMUNICATIONS:

It is expected that the Contractor, primarily through the assigned mechanic, shall maintain good communications with the Job Coordinator or designee regarding the following:

7.1 Prompt notification of major work required, safety related or serious problems, and unusual circumstances.

7.2 Notification of any damaged or abused equipment.

7.3 Notification of any equipment not operating as designed.

7.4 Notification of shutdown of any equipment.
7.5 Communication with the manufacturer to determine required modification to equipment or servicing methods and adjustments.

7.6 Feedback of maintenance problems and equipment performance through well documented service slips.

7.7 All elevator service people will report to the Job Coordinator or designee prior to starting work. A sign in and out log must be maintained before and after all work on a daily basis.

7.8 Written documentation as to the performance of monthly services shall be provided to the Job Coordinator or designee.

8.0 DOCUMENTATION:

The University requires that the Contractor maintain a full documentation covering performance and such documentation will be maintained in the University’s Job Coordinator’s or designee’s office. This will include, but not be limited to, the following:

8.1 Monthly report of all elevator service calls and failures, and a chart of "call backs" by day and elevator.

8.2 Monthly report of major or safety related problems encountered or any equipment not operating to design specifications.

8.3 Maintenance of appropriate Preventive Maintenance records and repair logs to document, in writing, all work done for each elevator. Original maintenance records will remain on the job site as the University’s property.

8.4 All changes in writing of the elevator components will be recorded on the University’s plans and specifications maintained at the job site.

8.5 The Contractor shall immediately notify the University’s Job Coordinator of defects or required modifications in the elevators which the Contractor considers to be beyond the scope of the Contract, and shall furnish the University with a detailed written estimate of the repair costs. The University’s Job Coordinator will then determine if and when the work needs to be done and if it can be accomplished within the scope of the Contract. The University will have the defect corrected as it deems is appropriate.

8.6 Annual performance testing including speed readings to verify and document maintenance of all original design performance characteristics.

8.7 Written documentation as to the performance of monthly services shall be provided to the University’s Job Coordinator.

8.8 Within thirty days after award of Contract, the Contractor shall develop a written Preventive Maintenance program including schedule of required work, P/M and repair record forms, and maintenance testing procedures.

8.9 Failure to comply with any of the above shall result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.
9.0 ELEVATOR DOWN TIME

The following guidelines shall be considered the maximum allowable downtime for repairs listed. The Contractor shall ensure that repairs are expedited to minimize downtime in all cases. Not more than one elevator shall be put out of service at one time for regular maintenance, lubrication and servicing. When an elevator is taken out of service how and when the elevator is to be put back into service shall be scheduled with the University’s Job Coordinator in advance. For critical units, or those with limited backup, maximum allowable shutdowns must be less than the items listed below and are to be limited to the fullest extent possible.

When an elevator without backup is shutdown, a sign shall be placed at each opening indicating the elevator is being serviced and which elevator or stairwell is available for use.

MAJOR REPAIRS

9.1 Cables-hoist and governor ropes: 3 working days to complete.
9.2 Motor field coils: 15 working days to complete.
9.3 Rewind motor armatures: 28 working days (10 working days for an elevator without backup).
9.4 Turn-down and undercut motor commutator: 4 working days.
9.5 Replace motor bearings: 3 working days.
9.6 Repacking of pistons: 1 working day.
9.7 Replacement of pump motor: 3 working days.
9.8 Repair or replacement of control valves or pump: 1 working day.

MINOR REPAIRS, COMPLETIONS WITHIN ONE (1) WORK DAY:

9.9 Repair governor.
9.10 Replace relays or coils.
9.11 Replace door interlocks.
9.12 Replace door gibs.
9.13 Door operator repairs.
9.14 Repair selector.
9.15 Replace door operator motor.

MINOR REPAIRS, COMPLETION WITHIN TWO (2) WORKING DAYS:

9.16 Replace selector.
9.17 Replace brake linings.
10.0 REPAIR PARTS AVAILABILITY:

To assure the maximum use of the elevators and a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the elevators. A sufficient quantity will be maintained on site to minimize equipment downtime. These spare parts shall be genuine, original manufacturer's parts or approved equal.

11.0 AVAILABILITY OF ROTATING ELEMENTS:

To further assure a minimum of shutdown time, the Contractor shall have in stock or available for replacement purposes under this Contract, at least one motor, pump and set of valves, which is as specified for in the equipment covered by the Contract. In addition the Contractor shall have in stock at least one door operator motor included in the equipment covered by this Contract.

12.0 WORK HOURS:

The price quote herein contemplates the work to be done during regular working days from 8:00 A.M. to 5:00 P.M. Monday through Friday and also includes emergency call back services 24 hours a day at no extra charge. If overtime work (not included in this Contract) is required by the University, the University will compensate the Contractor for labor costs as bid.