



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

Elevator Maintenance and Fire Service Inspection
University of Maine

RFP # 13-14

ISSUE DATE:
March 4, 2014

MANDATORY PRE-BID CONFERENCE
MARCH 14, 2014

PROPOSALS MUST BE RECEIVED BY:
April 3, 2014

DELIVER PROPOSALS TO:

University of Maine
Office of Procurement Services
Attn: Gary Haslam
5765 Service Building
Orono, ME 04469

SECTION ONE

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 and Darlings Marine Campus in Walpole, with the option to expand any agreement to include other University of Maine System campuses, as described in this document.

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

- 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 "Bidder(s)" or "bidder(s)". 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 Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

Evaluation Criteria	Possible	Weight	Total
Overall plan and approach to maintaining the equipment listed	5	2	10
Bidder's experience with projects of similar scope and magnitude	5	2	10
References from contracts of a similar scope and magnitude	5	1	5
Bidder's qualifications for the scope of work in this contract	5	2	10
Experience and training of personnel assigned to this contract (primary and backup)	5	1	5
Cost	5	2	10
Total Points			50

- 1.5 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 addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Gary Haslam
Office of Procurement Services
University of Maine
5765 Service Building
Orono, Maine 04469
Gary.haslam@maine.edu

The University will respond to written inquiries not later than close of business, March 18, 2014.

Mandatory Pre-Bid Conference: A conference will be held on March 14, 2014 at 1:00 pm local time at the University of Maine, 5765 Service Building, Orono, ME. The purpose of this conference is to answer questions and provide further clarification as may be required. Ten elevators selected by the University and representative of the scope of work will be available for inspection. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Firms planning to attend this pre-bid conference should contact Gary Haslam at 207-581-2689 no later than 4:00 p.m. local time on March 13, 2014, with the names and titles of the individuals who will attend.

- 1.6 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 Proposals 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.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 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 a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, 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 your 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 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #13-14

- 1.15 Proposal Submission: A **SIGNED original and one (1) copy** of the proposal must be submitted to the Office of Procurement Services, University of Maine, 5765 Service Building, Orono, Maine 04469, in a sealed envelope by 4:00 pm, Thursday, April 3, 2014, to be date stamped by the Office of Procurement Services in order to be considered. Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors 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. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly**

identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP # 13-14

- 1.16 Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 1.17 The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration: The University of Maine's Executive Director of Facilities Management 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 notifications must be sent:

Stewart Harvey
Executive Director of Facilities
University of Maine
5765 Service Building
Orono, ME 04469

Job Coordinator / University's Job Coordinator: The Associated 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.

- 2.2 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.
- 2.3 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Term The contract term shall be for one (1) year with the option to renew for four (4) additional (1) one year terms with mutual written consent of both parties. The effective date of this agreement shall be the date of contract execution. Automatic (evergreen) renewal clauses are not acceptable.
- 2.5 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).
- 2.6 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.
- 2.7 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 Contract shall not constitute a waiver of such terms, conditions, or rights.

- 2.8 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) calendar 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.
- 2.9 Employees: The Contractor shall employ only competent and satisfactory personnel 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.
- 2.10 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.
- 2.11 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 in 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 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, genetic information, 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. The following person has been designated to handle inquiries regarding non-discrimination policies: Director, Office of Equal Opportunity, 101 North Stevens Hall, 581-1226.
- 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 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, Office of Equal Opportunity, 101 North Stevens Hall, 581-1226.
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's 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 operations of the Contractor or any subcontractor under this agreement.
- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel
4. Professional Liability (Errors and Omissions)	\$5,000,000
5. Crime Insurance or Bond	\$5,000,000

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Procurement Services
University of Maine
5765 Service Building
Orono, Maine 04469

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:
University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.18 Smoking Policy: The University of Maine is a tobacco free campus. This policy applies to faculty, staff, contractors, vendors, and visitors. The use of tobacco and all smoking products is not permitted on an University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:
<http://umaine.edu/tobaccofree/>.

- 2.19 Payments: Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

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.

- 2.20 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 in the proposal.
- 2.21 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.
- 2.22 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the University Parking Office at 581-4047.
- 2.23 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.

2.24 Bidders must disclose any potential conflicts of interest.

2.25 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), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

The Contractor agrees to be responsible for initiating, maintaining and supervising all applicable site security, environmental controls, safety practices and programs in the performance of the work or services in accordance with generally accepted practices, take all reasonable precautions to protect University property and the personal safety of the University's employees, students, and its other invitees, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement of any phase of work, the Contractor shall submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management in the performance of the work 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, not less than fourteen (14) days prior to the start of any operation, provide directly to the Facilities Management supervisor, Material Safety Data Sheets (MSDS) on all hazardous materials to be used in the operation. The Facilities Management supervisor shall be responsible for ensuring proper precautions and notifications to the building occupants prior to the initiation of such operations.

The Contractor will include, in the bid package, a copy of the Contractor's safety/ environmental compliance manual(s) covering all safety and environmental policies, procedures and work practices relevant to the scope of work the Contractor will or could perform at the University or its satellite facilities.

The Contractor shall develop and implement a site specific safety plan that addresses the specific hazards, controls, safety procedures, training, enforcement and reporting requirements for all personnel. A Site Specific Work Practice and Safety Plan shall be provided to the University's authorized representatives for work performed prior to the start of each phase of work. Where each phase of work is the same, a single Site Specific Work Practice and safety Plan may be utilized, and updated as needed per phase when changes in conditions or scope warrant. The Site Specific Work Practice and Safety Plan will include:

2.25.1 A description of work practices and procedures to be followed by the Contractor and subcontractors who will be employed to perform the phase of work. Such work practices may include, but are not limited to, when applicable, pedestrian and traffic control, fall protection, confined space entry, hazard communication, lockout and tagout, storm water pollution prevention and spill prevention control and countermeasures

- 2.25.2 Copies of relevant training documents for employees of the Contractor and subcontractors performing the work, to include Competent Person certifications where applicable.
- 2.25.3 Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.
- 2.26 Asbestos Removal: The University shall be responsible to track and coordinate the identification, removal and disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing 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 Facilities Management supervisor. The Facilities Management supervisor will then contact the Asbestos and Lead Project Manager who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and /or abatement schedules to the Facilities Management supervisor who will then direct the Contractor.
- 2.27 Lockout and Tagout of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.
- 2.28 Confined Space Policy: Under the University's confined space policy, where areas are defined as permit-required confined spaces, the Contractor shall only enter these permit-required spaces under the auspices of a written confined space permitting program that meets the requirements of OSHA's Standard for Permit Required Confined Spaces (29 CFR 1910.146). The Contractor, prior to entry into a permit-required confined space, must receive the following information from the University:
- 2.28.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space;
- 2.28.2 Precautions or procedures the University has implemented for the protection of University employees in or near permit-required confined spaces where Contractor personnel will be working.

The University shall authorize entry per scope and location of each phase of the work. The Contractor shall coordinate confined space entry operations with the University and Contractor personnel who 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 Contractor do not endanger the employees of any other Contractor or employees of the University.

The Contractor shall inform the Facilities Management supervisor of the Permit-Confined Space Program that the Contractor shall follow and of any hazards confronted or created in permit-required spaces, either through a debriefing or during the entry operation.

The Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.

- 2.29 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hotwork permits and firewatch, the Contractor shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

- 2.30 Accident/Injury Notification: The Facilities Management supervisor 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 the work performed under this contract.
- 2.31 Emergency Notification: The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
- 2.32 Emergency Notification: The Contractor shall 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 shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
- 2.33 Protection and Security of Buildings and Property: The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under this contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property, including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement cost of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations.

- 2.34 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting

requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.

- 2.35 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.
- 2.36 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.
- 2.37 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.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 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.
- 3.2 Laws and Permits:
- 3.2.1 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.
- 3.2.2 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.
- 3.3 Service Requirements: The Contractor agrees to perform the Service Requirements described in Attachment A, Scope of Service, which may be changed from time-to-time by mutual consent of the parties, in writing.
- 3.4 Response Times: The Contractor shall respond to breakdowns within two (2) hours of notification by the University. NOTE: this is the minimum required response time. The Contractor must comply with ASME 17.1 - 200 and 17.4.
- 3.5 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.
- 3.6 Additions/Deletions: The University retains the option to add or delete University of Maine System elevators, campuses and properties under the Contract at rates mutually agreed upon, consistent with bid prices, after warranty services have been fulfilled or existing service agreements have expired. If the Contractor is the current service provider at another University of Maine System location, the University, at its option, may roll existing Contractor agreements into this agreement. 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 University Job Coordinator 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 FOUR

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. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Business Profile:

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

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 (2010 – 2013), provide a list of accounts that your firm has lost or were terminated and the reason(s) for their loss. The University is only interested in accounts of similar size and service in the New England area.

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 (2009 - 2013), 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 (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. The University shall be responsible for having smokes set off; Contractor shall witness and sign off on related paperwork. If there is a smoke detector failure, the return visit of the Contractor shall be included within the contract price unless the problem is with the building. In this instance the University shall pay the Contractor for the return visit.
 - 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 3.5 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 in 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: \$_____ University requires stand by services for move in days – two (2) times per year on weekdays for eight (8) hours.
- 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 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)
- 4.14 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

4.15 Pricing: For elevators, dumbwaiters and wheelchair lifts.

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.

LOCATION	ITEM NO.	STATE ID	MAKE	SERVICE	INSTALL DATE	INSIDE CAR	TYPE	NO. STOPS	MONTHLY COST 1	MONTHLY COST 2
ASCC	1	35526	US	PAX	1999	7'6"x5'11"	HYD	2		
ASCC	2	VL4451	Concord	WC LFT	1999					
ALFOND ARENA	3	3737	LAWRENCE	PAX	1993	5'8" X 4'3"	HYD	3		
ALFOND STADIUM	4	35531	US	PAX	1998	6'0" X 8'10"	ROPED HYD	4		
ALUMNI HALL	5	3284	PNE STATE	PAX	1988	4'3" X 5'8"	HYD	4		
AMC	6	36320	STANLEY	PAX	2004	8'9" X 5'9"	HYD	2		
ANDROSCOGGIN HALL	7	1878	OTIS	PAX	1963	4'0" X 3'0"	HYD	5		
AROOSTOOK HALL	8	1864	OTIS	PAX	1962	4'6" X 2'0"	ELEC	5		
AROOSTOOK HALL	9	SWL6	STANLEY	FREIGHT	2001	5'0" X 5'0"	HYD	2		
AUBERT HALL	10	36099	DOVER	PAX	2006	8'4" X 7'3"	HYD	4		
AUBERT HALL	11	3156	CANTON	FREIGHT	1988	4'0" X 4'4"	HYD	4		
BALENTINE HALL	12	36235	STANLEY	PAX	2004	8'9" X 5'9"	HYD	4		
BARROWS HALL	13	4716	NATIONAL WHEELOVATOR	LIFT PAX	2003	5'6" X 4'0"	SCREW	2		
BARROWS HALL	14	36204	OTIS	FREIGHT	2003	10'11" X 8'4"	HYD	3		
BARROWS HALL	15	1865	OTIS	FREIGHT	1963	5'0" X 7'6"	HYD	3		
BENNETT HALL	16	1230	BUTLER	LIFT PAX	1979					
BENNETT HALL	17	1741	STANLEY	PAX	1959	7'0" X 4'10"	HYD	4		
BOARDMAN HALL	18	3649	LAWRENCE	PAX	1991	6'8" X 4'0"	HYD	5		
BRYAND GLOBAL SCIENCE	19	4261	US	PAX	1996	11'0" X 9'3"	ROPED HYD	4		
CENTER STEVENS HALL	20	35738	OTIS	PAX	1999	5'8" X 4'3"	ROPED HYD	3		
CHADBOURNE HALL	21	3568	OTIS	PAX	1990	4'4" X 5'8"	HYD	6		
COLVIN HALL	22	35672	OTIS	PAX	2000	6'9" X 4'5"	ROPED HYD	2		
CORBETT HALL	23	3987	LAWRENCE	PAX	1994	6'9" X 5'3"	HYD	3		

CORBETT, DONALD P.	24	3873	MCE	PAX	1992	8'4" X 5'9"	HYD	4
CROSBY LAB	25	DMW5055	ENERGY	DMBWTR	1950	3'0" X 3'0"	ELEC	2
CUMBERLAND HALL	26	1800	PAYNE	PAX	1961	4'6" X 2'6"	ELEC	5
CUMBERLAND HALL	27	SWL8	STANLEY	FREIGHT	2001	5'0" X 5'0"	HYD	2
DEERING HALL	28	4223	US	PAX	1995	3'6" X 4'9"	HYD	5
DORIS TWITCHELL ALLEN VILLAGE	30	3626	CANTON	PAX	1991	5'8" X 4'3"	HYD	3
DORIS TWITCHELL ALLEN VILLAGE	31	3624	CANTON	PAX	1991	5'8" X 4'3"	HYD	3
DORIS TWITCHELL ALLEN VILLAGE	32	3625	CANTON	PAX	1991	5'8" X 4'3"	HYD	3
DORIS TWITCHELL ALLEN VILLAGE	33	3627	CANTON	PAX	1991	5'8" X 4'3"	HYD	2
DTAV PATCH HOUSE	34	36084	STANLEY	PAX	2000	6'8" X 4'9"	HYD	3
DUNN HALL	35	3988	LAWRENCE	PAX	1994	6'9" X 5'3"	HYD	6
ESTABROOK HALL	36	3767	LAWRENCE	PAX	1992	6'8" X 4'3"	HYD	5
FOGLER LIBRARY	37	2489	DOVER	PAX	1976	4'3" X 4'3"	HYD	6
FOGLER LIBRARY	38	2488	DOVER	PAX	1976	4'3" X 4'3"	HYD	3
FOGLER LIBRARY	39	36301	STANLEY	PAX	2001	6'8" X 4'0"	HYD	3
GANNETT HALL	40	1746	OTIS	PAX	1959	4'6" X 2'9"	ELEC	5
GANNETT HALL	41	SWL10	STANLEY	FREIGHT	2001	5'0" X 5'0"	HYD	2
HANCOCK HALL	42	1940	OTIS	PAX	1965	6'9" X 4'3"	ELEC	4
HART HALL	43	1604	OTIS	PAX	1955	4'6" X 3'0"	ELEC	5
HITCHNER HALL	44	3208	PINE STATE	PAX	1988	5'5" X 6'9"	HYD	3
JENNESS HALL	45	2246	STANLEY	PAX	1973	6'8" X 4'8"	HYD	3
KENNEBEC HALL	46	1812	OTIS	PAX	1960	4'6" X 2'9"	ELEC	5
KENNEBEC HALL	47	SWL7	STANLEY	FREIGHT	2001	5'0" X 5'0"	HYD	2
KNOX HALL	48	2107	STANLEY	PAX	1667	5'0" X 4'3"	HYD	5
KNOX HALL	49	36447	DOVER	FREIGHT	2001	5'8" X 4'7"	HYD	2
LENGYEL HALL	50	DMW5058	OTIS	DMBWTR	1963	3'6" X 2'6"	ELEC	2
LENGYEL HALL- WES JORDAN	51	36560	STANLEY	PAX	2006	6'8" X 5'2"	HYD	2
LITTLE HALL	52	1952	OTIS	PAX	1965	6'8" X 5'2"	HYD	4
LORD HALL	53	36445	OTIS	PAX	2006	6'9" X 5'2"	TWINPOST HYD	7
MAHANEY CLUBHOUSE	54	3414	CANTON	PAX	1989	7'10" X 5'9"	HYD	2

COLLINS CENTER FOR THE ARTS	55	3143	WESTINGHOUSE	PAX	1987	4'3" X 5'10"	HYD	3
COLLINS CENTER FOR THE ARTS	56	3144	WESTINGHOUSE	PAX	1987	4'3" X 5'10"	HYD	3
MEMORIAL GYM	57	3145	WESTINGHOUSE	PAX	1987	4'3" X 5'8"	HYD	2
MEMORIAL UNION BUILDING	58	3616	LAWRENCE	PAX	1991	3'10" X 5'10"	HYD	5
MEMORIAL UNION BUILDING	59	35954	DOVER	FREIGHT	1989	3'10" X 5'10"	HYD	5
MEMORIAL UNION BUILDING	60	35953	DOVER	PAX	1989	2'2" X 3'0"	HYD	5
MEMORIAL UNION BUILDING	61	2827	WESTINGHOUSE	PAX	1989	2'2" X 3'0"	HYD	5
MERRILL HALL	62	DMW5115	ATLAS	DMBWTR		1'8" X 1'8"	CABLE	2
MURRY HALL	63	2122	OTIS	PAX	1967	4'0" X 6'7"	ELEC	4
MURRY HALL	64	SWL2	OTIS	FREIGHT	2001	5'8" X 4'4"	HYD	2
NEVILLE HALL	65	2475	DOVER	PAX	1976	6'0' x 3'8"	HYD	4
NORTH STEVENS HALL	66	3506	OTIS	PAX	1990	6'8" X 4'3"	HYD	4
NORUMBEGA HALL	67	4645	CONCORD	WC LFT	2004			
NUTTING HALL	68	443	Concord	WC LFT	1995			
NUTTING HALL	69	3049	WESTINGHOUSE	PAX	1987	4'3" X 5'10"	HYD	2
OAK HALL	70	65864	OTIS	PAX	2000	8'0" X 6'6"	ROPED HYD	6
OXFORD HALL	71	2105	STANLEY	PAX	1968	5'0" X 4'3"	HYD	5
OXFORD HALL	72	SWL4	DOVER	FREIGHT	1968	5'9" X 4'6"	HYD	2
PAGE FARM	73	4131	LAWRENCE	PAX	1995	7'6" X 6'0"	HYD	3
PENOBSCOT HALL	74	1788	OTIS	PAX	1959	4'6" X 2'9"	ELEC	5
PENOBSCOT HALL	75	SWL9	STANLEY	FREIGHT	2001	5'0" X 5'0"	HYD	2
PICS	76	2112	DOVER	PAX	1967	8'0" X 6'0"	HYD	2
ROGERS HALL	77	3739	CANTON	PAX	1992	5'8" X 4'3"	HYD	3
SAWYER BUILDING	78	3380	CANTON	PAX	1988	5'8" X 4'3"	HYD	2
SHIBLES HALL	79	1809	STANLEY	PAX	1961	4'0" X 6'8"	ELEC	3
SOMERSET HALL	80	2106	STANLEY	PAX	1967	5'9" X 4'4"	HYD	5
SOMERSET HALL	81	SWL3	STANLEY	FREIGHT	2001	5'9" X 4'4"	HYD	2
NEW MEDIA CENTER	82	SWL5	STANLEY	FREIGHT	2001	5'0" X 4'9"	HYD	2
STODDER HALL	83	1642	OTIS	PAX	1961	4'6" X 2'9"	ELEC	5
WINGATGE HALL	84	4060	MCE	PAX	1994	5'8" X 5'2"	HYD	4

YORK HALL	85	1844	OTIS	PAX	1961	6'8" X 4'8"	ELEC	5
BENNETT HALL	86	VL4834						
COLLINS CENTER FOR THE ARTS	87	EL36817						
JENNESS HALL DW	88	DMW5144						
STUDENT RECREATION CENTER	89	EL36592						
WELLS COMMON	90	EL36673						
WELLS COMMON	91	EL36707						
AUBERT HALL	92	4155NSN1						
AUBERT HALL	93	4155NSN2						
COLLINS CENTER FOR THE ARTS	94	4155NSN1						

Off-Site locations

LOCATION	ITEM NO.	STATE ID	MAKE	SERVICE	INSTALL DATE	INSIDE CAR	TYPE	NO. STOPS	MONTHLY COST 1	MONTHLY COST 2
DARLINGS MARINE CENTER	95	EL3729	ESCO	PAX	1991		HYD	2		
DARLINGS MARINE CENTER	96	EL36973	OTIS	PAX	2011		HYD	2		

ATTACHMENT A

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. The Contractor shall be responsible for contacting and arranging for elevator inspection following repair or maintenance activities as required by State 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, provided by the University, shall be maintained in each elevator car by the Contractor.
- 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 The entire door mechanism is covered excluding the outer panel.

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 were 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 gibs for wear and alignment. Renew worn gibs 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 on move-in/out days.

5.26 Regular Emergency Call Back Service: 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 not in immediate danger to life or health (IDLH) 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.
- 7.9 Making an elevator safe for pit access, permitting authorized University personnel to perform facility maintenance, unrelated to elevator operations.

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. Emergency call backs for major repairs will require the Contractor to stay and work until the problem is resolved or until work can go no further due to lack of parts. The elevator will then be locked out, and the parts order as soon as possible. Repair will commence as soon as possible after the receipt of parts. If overtime work (not included in this contract) is required by the University, the University will compensate the Contractor for labor costs as bid.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)