



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

Elevator Maintenance, Inspection & Repair Services
University of Maine at Farmington
RFP #033-17

Issued Date: October 14, 2016

Response Deadline Date/Time: November 4, 2016, 2:00 PM
EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Submitted electronically to roger.ward@maine.edu
Email Subject Line – **Elevator Maintenance & Repair Services - RFP#033-17**

Response Contact Information:

Strategic Sourcing Manager: Ryan Ward
Email: roger.ward@maine.edu Phone: (207) 581-2712

Table of Contents

SECTION 1	4
1.0 General Information	4
1.1 Definition of Parties	4
1.2 Purpose.....	4
1.3 Overview	4
1.4 Eligibility to Submit Responses	5
1.5 Evaluation Criteria	5
1.6 Timeline of Key Events.....	6
1.7 Respondents' Pre-bid Conference	6
1.8 Respondents' Presentations.....	6
1.9 Communication with the University	6
1.10 Award	7
1.11 Award Protest	7
1.12 Confidentiality	7
1.13 Costs of Preparation	8
1.14 Debarment.....	8
1.15 Response Understanding.....	8
1.16 Response Validity.....	8
1.17 Non-Responsive Submissions	8
1.18 Response Submission.....	8
1.19 Authorization	9
1.20 Multi-Institutional.....	9
1.21 Contractor's Liability Insurance.....	9
1.22 Pricing.....	10
1.23 Cost Response Form Quantities.....	10
1.24 Agreement Documents	10
SECTION 2	11
2.0 Scope of Work	11
SECTION 3	15
3.0 Response Submission Requirements	15
3.1 General Format Instructions	15
3.2 Proposal Format Instructions.....	16
SECTION 4 - REQUIREMENTS	17

4.0	Organizational Qualifications, Experience, Financial Stability, References & Costs	17
4.1	Organizational Qualifications and Experience - 40 Points	17
4.2	References – 5 Points	17
4.3	Economic Impact within the State of Maine – 10 Points	17
4.4	Cost Response – 40 Points	18
SECTION 5 - REQUIREMENTS		19
5.0	Section 5 is intentionally left blank	19
SECTION 6 - REQUIREMENTS		20
6.0	Section 6 is intentionally left blank	20
SECTION 7		21
7.0	Contract for Services Requirements – 5 Points	21
SECTION 8		22
8.0	Confidential Information	22
SECTION 9		23
9.0	List of Appendices and Related Documents	23
	Appendix A – University of Maine System Response Cover Page	24
	Appendix B - Cost Response Form	25
	Appendix C – Economic Impact Form	27

SECTION 1

1.0 General Information

1.1 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor." The University of Maine System and other components of the University shall be referred to as "Multi-Institution"

1.2 Purpose

The **University of Maine at Farmington** is seeking responses to provide **Elevator Maintenance, Inspection & Repair Services** as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **Section 2 and Section 5** of this document to see the full Scope of Services/Products required.

Though this document is primarily for The University of Maine at Farmington, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.3 Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

University of Maine at Farmington (UMF)

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

1.4 Eligibility to Submit Responses

1.4.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. Respondents are required to obtain and provide proof of all Federal and / or State licenses and / or certificates required to perform the work required. Respondents shall have necessary licensing for repairs to warranted elevator systems and repair equipment needed to perform the work required and outlined in Section 2 of this RFP.

1.5 Evaluation Criteria

Scoring Weights: The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 4 (4.1)	Organization Qualifications & Experience	40
Section 4 (4.2)	References	5
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	40
Section 7	Contract for Services	5
	Total Points	100

Section 4 (4.4 Only) – Cost Response

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

$$\text{(Lowest submitted cost response / cost of response being scored)} \times \text{(40)} = \text{pro-rated score}$$

Best and Final Offers: All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

Section 7 – Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Mandatory Respondents' Pre-Bid Conference	October 21, 2016 10:00 AM EST
Section 1, 1.7	Deadline for Written Inquiries/Questions	October 25, 2016 End of Business
Section 1, 1.7	Response to Written Inquiries/Questions	October 28, 2016 End of Business
Section 1, 1.16	Deadline for Proposal Submission	November 4, 2016 2:00 P.M. E.S.T.
	Award Announcement (subject to change)	November 23, 2016
	Estimated Agreement Start Date (subject to change)	January 1, 2017

1.7 Respondents' Pre-bid Conference

A conference will be held on **October 21, 2016 at 10:00 AM EST**. The purpose of this conference is to answer questions and provide clarifications as may be required. Attendance by all prospective Respondents is **mandatory**.

The Pre-bid Conference will be held at the University of Maine at Farmington Facilities Management Building, 147 Farmington Falls Rd., Farmington, Maine.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the **Response Contact Information** email address provided on the cover sheet of this document no later than **6:00 PM EST on October 20, 2016** with the name(s) and title(s) of the individual(s) who will attend.

1.8 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.9 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, **www.maine.edu/strategic/upcoming_bids.php**

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

1.10 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University. **Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the awarded Contractor. All individual projects estimated at \$50,000 or more shall be required to be bid separately from this RFP.**

Contracts shall cover the actual needs of the University's individual Campus Department of Facilities Management. **Contracts estimated to start January 1, 2017 and expire December 31, 2020 with the option for two (2) additional one (1) year renewals.**

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, a Agreement may be awarded to that Respondent without further action.

1.11 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

1.12 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

1.13 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.14 Debarment

Submission of a signed response 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.

1.15 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.16 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.17 Non-Responsive Submissions

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.18 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.

- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

1.19 Authorization

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.20 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.21 Contractor's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	General Aggregate	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	Combined Single Limit \$1,000,000 per occurrence or more OR Split Limits \$1,000,000 bodily injury \$1,000,000 property damage
3	Products & Completed Operations Aggregate	\$2,000,000 per occurrence
4	Personal Injury Aggregate	\$1,000,000 per occurrence
5	Each Occurrence for Contracts under \$1 million	\$1,000,000
6	Each Occurrence for Contracts \$1 million and above	\$2,000,000
7	Personal / Advertising Injury	\$1,000,000 per occurrence
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel; Statutory Limits
9	Medical Payments (Any One Person)	\$5,000

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:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

1.22 Pricing

All prices quoted shall remain firm for the first three (3) years of the contract. Scheduled Maintenance pricing shall be all inclusive including, but not limited to, transportation and trip charges, tools, expendables and small materials packages. Non-scheduled repairs and maintenance shall be based on hourly rates and transportation charges. Hourly rates shall include, but not limited to, tools, expendables and small materials packages. Any price changes for subsequent contract renewals shall be submitted, in writing, to the Contract Administrator sixty (60) days prior to expiration date. Material markup percentage shall remain firm for the length of the contract including all renewals.

1.23 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.24 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the follow precedence will apply:

1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 7.0** of this document.

SECTION 2

2.0 Scope of Work

Due to the essential life safety aspects of the service contract, Respondents are required to meet all criteria outlined in this RFP.

The Contractor shall provide full maintenance and repair of all University elevators. This work includes, but not limited to, inspection, repair and replacement of pumps, motors, sensors, valves, piping, controls, and general servicing of all elevators and ancillary equipment.

See Appendix B – Exhibit 1 for complete listing of all elevators that will be included in this RFP.

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design by the University without prior consent by the University. The Contractor shall submit any proposed change to the University for approval.

Maintenance:

- A. Maintenance under this contract shall provide a constant, high quality service to properly protect equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum amount of down time for any portion of the system.
- B. Not more than one elevator per building shall be put out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be coordinated with the University's Department of Facilities Management to minimize the disruption caused by the elevators being out of service. The Contractor shall notify the University for any reason any elevator should be put out of service for more than the usual trouble shooting time of 30 to 60 minutes with the reason why and what time it is expected to be put back in service for proper and safe operation.
- C. When an elevator is shut down, a sign shall be placed at each opening. The Contractor shall record and maintain a record of non-emergency maintenance items in need of correction which come to the Contractor's attention. Contractor shall provide the list of items needed for correction to the University during the Contractor's routine visits.
- D. Once tests have been performed, the Contractor shall check and adjust all safety devices as required to meet manufacturer's recommendations. Contractor shall not place cars in service until all tests, checks and adjustments are complete and elevators are in proper working condition.
- E. The Contractor shall keep all elevators maintained to operate at the original contract speed, original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

- F. The University reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be the Contractor's responsibility to make the necessary corrections within 30 days after Contractor's receipt of such notice. In the event that the deficiencies have not been corrected within 30 days, the University may terminate the Contract and employ a Contractor to make the corrections at the original awarded Contractor's expense.
- G. Approximately six (6) months prior to the end of the contract term, the University may make a thorough maintenance inspection of all elevators covered under the Contract. At the conclusion of the inspection, the University shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

Preventative Maintenance:

- A. Preventative maintenance shall be performed quarterly and scheduled in advance with the Department of Facilities Management. The preventative maintenance specified in this document is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe reliable operation, the Contractor shall perform the additional preventative maintenance at no added cost to the University and shall be considered "turn-key".
- B. Quarterly Service
 - 1. Perform general inspection of machinery, sheaves, worm and gear motor, brake and selector.
 - 2. In an approved manner, empty drip pans, discard oil, and check reservoir oil level.
 - 3. Observe brake operation and adjust or repair if required.
 - 4. Inspect and lubricate machinery, contacts, linkage and gearing.
 - 5. Clean and inspect brushes and commutator, perform needed repairs.
 - 6. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
 - 7. Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
 - 8. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
 - 9. Remove litter, dust, oil, etc., from all machine room equipment.
 - 10. Clean trash from pit and empty drip pans.
 - 11. Check governor and tape tension sheave lubrication.
 - 12. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, relieving and other devices.
 - 13. Check door operation, clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, came and door closer.
 - 14. Check selector, Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
 - 15. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car sill, side and top exits.

16. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
17. Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
18. Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate as necessary.
19. Check oil level in car and counterweight oil buffers and add oil as required.
20. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension setting and wear, replace or adjust as required.
21. Check and adjust:
 - Car ventilation system
 - Car position indicators
 - Director stations
 - Hall and car call buttons
 - Hall lanterns
22. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, selector tapes and inductors. Repair and/or adjust for proper leveling
23. Check hoist way doors, Clean, lubricate, and adjust tracks hangers and up thrust eccentrics, linkage gibes and interlocks.
24. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
25. Inspect all fastenings and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all ropes, hitches, and shackles and equalize rope tension.
26. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and nay bearing wear.
27. In the car, test alarm bell system. Clean light fixtures. Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, fastening. Test emergency switch (ground case if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibs, shoes or roller guised, lubricate and adjust, if necessary.
28. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.
29. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.

C. Semi-Annually:

1. Check controllers, check alignment, adjust, clean and lubricate switches, relays, timers, contacts hinge pins, etc. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.

2. In hoist way examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as required.
 3. Clean all overhead sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls.
 4. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
 5. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
 6. On tape drives, check hitches and broken tape switch.
 7. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
 8. Check fastenings and operation of door checks, and interlocks. Clean and lubricate pivot points as required.
 9. Check governor and tape tension sheave fastenings.
- D. Annually:
1. Clean car and counterweight guide rails thoroughly.
 2. Remove, clean and lubricate brake cores on brakes. Inspect and clean linings.
 3. Inspect hoist motor armatures and rotor clearances.
 4. Drain, flush and refill oil reservoirs of hoisting motors.
 5. Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators
 6. Group supervisory and triplex control systems shall be checked out. The systems dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall prove to the satisfaction of the University that the systems function properly.
- E. Industry Specific Standards:
1. The Contractor shall provide all the necessary testing / inspections in accordance with the current State of Maine adopted codes, repair service laws or ordinances. Testing shall also include the annual weighted drop test.

SECTION 3

3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 General Format Instructions

- 3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.
- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.
- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the five (5) distinct sections noted below:

Requirements - Organization Qualifications and Experience

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
 - a. 4.1 Organizational Qualifications and Experience
 - b. 4.2 References
 - c. 4.3 Economic Impact within the State of Maine – Appendix C

Requirements - Cost Response

1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 4**:
 - 4.4 Cost Response – Exhibit 1 referenced in Appendix B.

Contract for Services

1. Label this Section 3 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 7**.

Confidential Information

1. Label this Section 4 in the response.
2. Provide the documents as outlined in **RFP Section 8**.

Attachments

1. Label this Section 5 in this response.
2. Any remaining attachments required as part of the response.

SECTION 4 - REQUIREMENTS

4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Respondents shall ensure that all information required herein is submitted with the response. 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 response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 Organizational Qualifications and Experience - 40 Points

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held? – **5 Points**
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications. – **5 Points**
- 4.1.3 Provide a statement describing your company's understanding and ability to provide the products / services described in **Section 2** of this document. – **15 Points**
- 4.1.4 Provide proof of licensing and/or certification if applicable. – **5 Points**
- 4.1.5 Provide emergency response time and non-emergency response time to the University of Maine at Farmington – **5 Points**
- 4.1.6 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years. – **5 Points**

4.2 References – 5 Points

Provide at least three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

4.3 Economic Impact within the State of Maine – 10 Points

In addition to all other information requested within this document, each Respondent must complete **Appendix C** of its response to describing the Respondent's economic impact upon and within the State of Maine.

4.4 Cost Response – 40 Points

4.4.1 General Instructions:

4.4.1.1 The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.

4.4.1.2 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.

4.4.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the Response from consideration, at the discretion of the University.

4.4.1.4 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.

4.4.2 Cost Response Form Instructions – Appendix B

4.4.2.1 The Respondent **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

SECTION 5 - REQUIREMENTS

5.0 Section 5 is intentionally left blank

SECTION 6 - REQUIREMENTS

6.0 Section 6 is intentionally left blank

SECTION 7

7.0 Contract for Services Requirements – 5 Points

- 7.1 The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. By submitting a response to a Request for Proposal, bid, or other offer to do business with the University of Maine System, your entity understands and agrees that the attached University of Maine System, Contract for Services is the required agreement format.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. **Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.** To signify acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement, the Respondent will sign the attached document and provide it as part of their response.

Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission (Riders A, A1, B1, B2, D, and F), will be required to provide the response as outlined in Section 8, 8.1.1 directly below.

- 7.1.1 Provide a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, "Agreement".

For a copy of the word version of the Agreement email the contact provided in **Section 1.6**.

SECTION 8

8.0 Confidential Information

- 8.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18

- 8.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

SECTION 9

9.0 List of Appendices and Related Documents

This section lists documents which are included.

9.1 Appendix A – University of Maine System Response Cover Page

9.2 Appendix B – Cost Response Form

9.3 Exhibit 1 – Pricing

9.4 Appendix C – Economic Impact Form

9.5 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP #033-17
Elevator Maintenance, Inspection & Repair Services
University of Maine at Farmington

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

 Authorized Signature

 Date

 Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM

RFP #033-17
Elevator Maintenance, Inspection & Repair Services
University of Maine at Farmington

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

Complete all applicable pricing rates. Respondents may attach additional applicable pricing rates not included in this document.

Non-Scheduled Labor Rates: Labor hourly rates shall be inclusive of all charges including, but not limited to, equipment, small tools, standard materials packages and expendables.

- A. HOURLY RATE: \$ _____
- B. OVERTIME RATE: \$ _____
- C. HOLIDAY RATE: \$ _____
- D. TRAVEL RATE (Regular Time): \$ _____
- E. TRAVEL RATE (Overtime): \$ _____
- F. TRAVEL RATE (Holiday): \$ _____
- G. OTHER: \$ _____
- H. SPECIFY OTHER: _____

Cost Plus: Respondents are to enter markup on invoice cost for supplies / materials / equipment in conjunction with this proposal. Awarded Respondent(s) are required to submit any / all invoices upon the University's request.

Vendor Markup Percentage of Respondent's Cost: _____ %

Appendix B – Cost Response Form - Exhibit 1

Price this exhibit for a professional regular maintenance program to keep University of Maine at Farmington elevators in top operating condition as specifications require. The prices quotes in this table shall be for work accomplished during normal work day, 8:00 a.m. to 4:30 p.m. Monday through Friday and shall include all work covered in Section 2 Maintenance quarterly and annually.

LOCATION	BLDG NO.	TYPE	EXTENSION	REG NO.	ISSUED	EXPIRATION	STATUS	INSPECTOR	FLOORS	QUARTERLY COST
ADMISSIONS	LOC2F047	Pass	7560	EL35715	7/1/2016	6/30/2017	OP	William A. Sawyer	2	\$
BLACK HALL	LOC2F090	Pass	8051	EL36437	7/1/2016	6/30/2017	OP	William A. Sawyer	5	\$
COMPUTER CENTER	LOC2F037	Pass	7308	EL3640	7/1/2016	6/30/2017	OP	William A. Sawyer	2	\$
DAKIN HALL	LOC2F031	Pass	7217	EL36362	7/1/2016	6/30/2017	OP	William A. Sawyer	5	\$
DAKIN HALL	LOC2F031	Lift	7070	VL4913	7/1/2016	6/30/2017	OP	William A. Sawyer	1	\$
DEARBORN GYM/ALUMNI THEATER	LOC2F014	Pass	7137	EL3132	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
EDUCATION CENTER	LOC2F038	Pass	7811	EL36504	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
FRANKLIN HALL	LOC2F027	Pass	8164	EL35588	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
LOCKWOOD HALL	LOC2F006	Lift		IL810	7/1/2016	6/30/2017	OP	William A. Sawyer	1	\$
MANTOR LIBRARY	LOC2F017	Pass	7207	EL3152	7/1/2016	6/30/2017	OP	William A. Sawyer	5	\$
MERRILL HALL	LOC2F012	Pass	7235	EL2772	7/1/2016	6/30/2017	OP	William A. Sawyer	5	\$
OLSEN STUDENT CENTER	LOC2F071	Pass	7234	EL2430	7/1/2016	6/30/2017	OP	William A. Sawyer	2	\$
PREBLE HALL	LOC2F016	Pass	7229	EL3956	7/1/2016	6/30/2017	OP	William A. Sawyer	3	\$
RICKER HALL	LOC2F015	Pass	7135	EL3955	7/1/2016	6/30/2017	OP	William A. Sawyer	3	\$
ROBERTS LEARNING CENTER	LOC2F030	Pass	8171	EL35699	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
ROBERTS LEARNING CENTER	LOC2F030	Lift	N/A	VL3821	7/1/2016	6/30/2017	OP	William A. Sawyer	2	\$
SCOTT HALL-SOUTH	LOC2F005	Pass	7574	EL2101	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
SCOTT HALL-WEST	LOC2F007	Pass	7556	EL35983	7/1/2016	6/30/2017	OP	William A. Sawyer	4	\$
TOTAL QUARTERLY COST:										\$

TOTAL ANNUAL COST: _____

Appendix C – Economic Impact Form

University of Maine System
ECONOMIC IMPACT FORM

RFP #033-17
Elevator Maintenance, Inspection & Repair Services
University of Maine at Farmington

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

Recent Economic Impact
(Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
Total <u>overall</u> Recent Economic Impact	\$

Projected Economic Impact
(Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments to be made to Maine-based subcontractors in future 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine to be made in future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine to be made in future 24-month period as a result of the awarded contract	\$
Total Projected Economic Impact <u>only</u> from awarded contract, if selected	\$

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES**

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") entered into this _____ day of _____, _____, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and _____, hereinafter referred to as "**Contractor**".

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B-1 – Insurance Requirements

Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Contract Amendments as required

Request for Proposal #033-17 Issue Date **October 21, 2016** Titled **Elevator Maintenance, Inspection & Repair Services University of Maine at Farmington**

Contractor's Bid in Response to Request for Proposal #033-17 Proposal Submission Date **November 4, 2016 2:00 PM EST** Titled **Elevator Maintenance, Inspection & Repair Services University of Maine at Farmington**

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on **January 1, 2017** and shall terminate on **December 31, 2020**, unless terminated earlier as provided in this Contract with option for **two (2) additional one (1) year renewals** upon the parties' mutual agreement.
3. **Payment**:
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is

resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
 - C. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
 5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
 6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
 7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
 8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
 9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
 10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
 11. **Administration:** Jeff McKay, Director of Facilities Management shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
 12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran

status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **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.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

University of Maine System
Robinson Hall
46 University Drive
Augusta, ME 04330

Attn: **Contract Administration**

To Contractor:

<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>

Company Name:
Contact Name:
Address:
Phone Number:
Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. University standard payment terms are made on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. Questions regarding invoices will be directed to:

Accounts Payable Shared Services
Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A - Specifications of Work to be Performed**
 - C. **Rider A-1 – Pricing**
 - D. **Rider B-1 – Insurance Requirements**
 - E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
 - F. **Contract Amendments** as required
 - G. **Request for Proposal #033-17 Issue Date October 21, 2016 Titled Elevator Maintenance, Inspection & Repair Services University of Maine at Farmington**
 - H. **Contractor's Bid in Response to Request for Proposal #033-17 Proposal Submission Date November 4, 2016 2:00 PM EST Titled Elevator Maintenance, Inspection & Repair Services University of Maine at Farmington**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

27. Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

28. Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Per University policy, "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, or designee, and if it is not approved, valid or effective until such written approval is granted."

Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

The Contractor shall provide full maintenance and repair of all University elevators. This work includes, but not limited to, inspection, repair and replacement of pumps, motors, sensors, valves, piping, controls, and general servicing of all elevators and ancillary equipment.

See Appendix B – Exhibit 1 for complete listing of all elevators that will be included in this RFP.

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design by the University without prior consent by the University. The Contractor shall submit any proposed change to the University for approval.

Maintenance:

- A. Maintenance under this contract shall provide a constant, high quality service to properly protect equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum amount of down time for any portion of the system.
- B. Not more than one elevator per building shall be put out of service at one time for regular maintenance lubrication and servicing. The time of day that each elevator can be shut down for routine maintenance shall be coordinated with the University's Department of Facilities Management to minimize the disruption caused by the elevators being out of service. The Contractor shall notify the University for any reason any elevator should be put out of service for more than the usual trouble shooting time of 30 to 60 minutes with the reason why and what time it is expected to be put back in service for proper and safe operation.
- C. When an elevator is shut down, a sign shall be placed at each opening. The Contractor shall record and maintain a record of non-emergency maintenance items in need of correction which come to the Contractor's attention. Contractor shall provide the list of items needed for correction to the University during the Contractor's routine visits.
- D. Once tests have been performed, the Contractor shall check and adjust all safety devices as required to meet manufacturer's recommendations. Contractor shall not place cars in service until all tests, checks and adjustments are complete and elevators are in proper working condition.
- E. The Contractor shall keep all elevators maintained to operate at the original contract speed, original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.
- F. The University reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these

deficiencies in writing, and it shall be the Contractor's responsibility to make the necessary corrections within 30 days after Contractor's receipt of such notice. In the event that the deficiencies have not been corrected within 30 days, the University may terminate the Contract and employ a Contractor to make the corrections at the original awarded Contractor's expense.

- G. Approximately six (6) months prior to the end of the contract term, the University may make a thorough maintenance inspection of all elevators covered under the Contract. At the conclusion of the inspection, the University shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within 30 days after receipt of such notice.

Preventative Maintenance:

- F. Preventative maintenance shall be performed quarterly and scheduled in advance with the Department of Facilities Management. The preventative maintenance specified in this document is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventative maintenance for safe reliable operation, the Contractor shall perform the additional preventative maintenance at no added cost to the University and shall be considered "turn-key".

G. Quarterly Service

1. Perform general inspection of machinery, sheaves, worm and gear motor, brake and selector.
2. In an approved manner, empty drip pans, discard oil, and check reservoir oil level.
3. Observe brake operation and adjust or repair if required.
4. Inspect and lubricate machinery, contacts, linkage and gearing.
5. Clean and inspect brushes and commutator, perform needed repairs.
6. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
7. Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
8. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
9. Remove litter, dust, oil, etc., from all machine room equipment.
10. Clean trash from pit and empty drip pans.
11. Check governor and tape tension sheave lubrication.
12. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, relieving and other devices.
13. Check door operation, clean, lubricate and adjust tracks, check linkages, gears, wiring motors, check keys, set screws, contacts, chains, cable and door closer.
14. Check selector, Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contracts, relays, tape drive and broken tape switch.
15. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car sill, side and top exits.
16. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.

17. Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.
18. Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching time settings. Clean, adjust and lubricate as necessary.
19. Check oil level in car and counterweight oil buffers and add oil as required.
20. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension setting and wear, replace or adjust as required.
21. Check and adjust:
 - Car ventilation system
 - Car position indicators
 - Director stations
 - Hall and car call buttons
 - Hall lanterns
22. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, selector tapes and inductors. Repair and/or adjust for proper leveling
23. Check hoist way doors, Clean, lubricate, and adjust tracks hangers and up thrust eccentrics, linkage gibes and interlocks.
24. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
25. Inspect all fastenings and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all ropes, hitches, and shackles and equalize rope tension.
26. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and nay bearing wear.
27. In the car, test alarm bell system. Clean light fixtures. Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, fastening. Test emergency switch (ground case if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibbs, shoes or roller guised, lubricate and adjust, if necessary.
28. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.
29. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.

H. Semi-Annually:

1. Check controllers, check alignment, adjust, clean and lubricate switches, relays, timers, contacts hinge pins, etc. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
2. In hoist way examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and adjust car shoes, gibbs or roller guides. Adjust or replace as required.

3. Clean all overhead sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls.
 4. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
 5. Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.
 6. On tape drives, check hitches and broken tape switch.
 7. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
 8. Check fastenings and operation of door checks, and interlocks. Clean and lubricate pivot points as required.
 9. Check governor and tape tension sheave fastenings.
- I. Annually:
1. Clean car and counterweight guide rails thoroughly.
 2. Remove, clean and lubricate brake cores on brakes. Inspect and clean linings.
 3. Inspect hoist motor armatures and rotor clearances.
 4. Drain, flush and refill oil reservoirs of hoisting motors.
 5. Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing on commutators
 6. Group supervisory and triplex control systems shall be checked out. The systems dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall prove to the satisfaction of the University that the systems function properly.
- J. Industry Specific Standards:
1. The Contractor shall provide all the necessary testing / inspections in accordance with the current State of Maine adopted codes, repair service laws or ordinances. Testing shall also include the annual weighted drop test.

PRODUCT SCOPE OF WORK:

<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator

notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.

2. **Safety:** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs including all those required by law and the University in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent injury to employees on the Work, damage or loss to the Work, material and equipment to be incorporated therein, and other property at or adjacent to the site. The Contractor shall promptly remedy damage and loss to the property caused in whole or in part by the Contractor.
3. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.
4. **Parking Regulations and Use of Walkways:** The Contractor's vehicles and those of their employees working on the University must be registered with the University Police Department. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing. Contractors are advised that University police strictly enforce parking regulations. Towing will be at the Contractor's expense. The Contractor's employees may obtain a free parking permit (state vehicle registration required) upon signing in from the University Facilities Management Department.
5. **Job Site Safety:** All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor's employees are in compliance with the stated rules, procedures, and regulations.

It is each Contractor's responsibility to insure that each employee of the Contractor, including those of its subcontractors, is trained in the safe work practices necessary to allow successful completion of their assigned tasks. Additionally, the contract firm shall advise the Department of Facilities Management of any unique hazards presented by its employees' planned activities and of any "unusual" hazards discovered by the Contractor's employees.

6. **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.

7. **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.
8. **Solid Waste Removal:** 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.
9. **Protection and Security of Building 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.
10. **Access to Buildings:** 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. Additional requirements may be added by the Department of Facilities Management.
11. **Alternates:** Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
12. **Identification:** Contractors are required to contract each University Department of Facilities Management to determine identification requirements prior to work.
13. **Environmental Compliance:** In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment

or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

14. **Service Requirements:** Inspections and testing are to be pre-scheduled, in advance, with the Department of Facilities Management. The exact days and times shall be determined by the University Department of Facilities Management.
15. **Alternate Contractor:** The University reserves the right to secure services from another provider and bill the Contractor for costs exceeding the contracted rates if the Contractor cannot meet emergency response time requirements.

RIDER A-1

PRICING

<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>

**RIDER B-1
INSURANCE REQUIREMENTS**

<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA) Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	General Aggregate	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	Combined Single Limit \$1,000,000 per occurrence or more OR Split Limits \$1,000,000 bodily injury \$1,000,000 property damage
3	Products & Completed Operations Aggregate	\$2,000,000 per occurrence
4	Personal Injury Aggregate	\$1,000,000 per occurrence
5	Each Occurrence for Contracts under \$1 million	\$1,000,000
6	Each Occurrence for Contracts \$1 million and above	\$2,000,000
7	Personal / Advertising Injury	\$1,000,000 per occurrence
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel; Statutory Limits
9	Medical Payments (Any One Person)	\$5,000

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:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

RIDER B-2

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a U.S. person (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: _____
Address (number, street, and apt. or suite no.): _____
City: _____ State: _____ Zip: _____
Phone: (____) _____

Complete One:

[] Individual/Sole Proprietor Business Name, if different from above _____
Social Security Number ____ - ____ - ____
- or - Business EIN ____ - _____

[] Partnership EIN ____ - _____

[] Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

[] Limited Liability Company EIN ____ - _____

[] Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN ____ - _____

[] Government Entity EIN ____ - _____

[] Estate or Trust EIN ____ - _____

[] All other Entities EIN ____ - _____

Part 2 Exemption:

If exempt from Form 1099 reporting, check here: []
and circle your qualifying exemption reason below

- 1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: _____ Date: _____

Please return this form with the attached contract. Thank you for your cooperation.

