REQUEST FOR PROPOSALS (RFP)

Elevator Inspection, Repair and Maintenance Services
University of Southern Maine

RFP # 10-14

ISSUE DATE:
October 18, 2013

MANDATORY PRE-PROPOSAL MEETING:
Tuesday, October 29, 2013 at 10:30 a.m.

PROPOSALS MUST BE RECEIVED BY:
November 12, 2013

DELIVER PROPOSALS TO:

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

1.0 GENERAL INFORMATION:

1.1 Purpose: The University of Maine System, acting through the University of Southern Maine, is seeking proposals from qualified vendors for the provision of elevator inspection, repair and maintenance service at its Portland, Gorham and Lewiston-Auburn 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 System 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, minor repair, emergency service and all parts for the University's elevators. Services shall include but not be limited to, the provision of qualified labor; supervision; transportation (when and where required); establishment of maintenance records; all parts, tools, equipment and cleaning.

Maintenance 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 inspection and service shall be consistent with the requirements of the equipment and shall insure that the reliability and proper operational 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:

- Experience of the bidder's firm
- Performance on previous and present contracts
- Qualifications of the technicians to be assigned to this contract
- Cost
- Emergence service
- Service and parts support
- Plan to maintain elevators
- Responsiveness to the RFP
- References
- Financial stability of company

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. It is the responsibility of all bidders 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 to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
hcwells@maine.edu

1.6 Award of Proposal: 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 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 bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission 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’s Director of Strategic Procurement 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.

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.

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 #10-14

1.15 Proposal Submission: A SIGNED original and three (3) copies (FOUR TOTAL) of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Tuesday, November 12, 2013, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. 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 #10-14

1.16 MANDATORY Pre-Proposal Conference: A conference will be held on Tuesday, October 29, 2013 at 10:30 a.m. at the USM Office of Facilities Management, 25 Bedrod Street, Portland, Maine. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is MANDATORY.

Firms planning to attend this pre-proposal conference should contact Daniel Warren at 207-780-4176 no later than 5:00 p.m. local time on Friday, October 25, 2013 with the names and titles of the individuals who will attend.
1.17 Authorization: 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.
SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Administration: The University of Southern Maine’s Department 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 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 (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.4 Contract Term: The Contract term shall be for a period of approximately three (3) years commencing upon January 1, 2014. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect for one (1) year after the end date of this Contract.

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) to the University.

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) 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: Whenever a conflict, contradiction, or discrepancy exists between any statutes, regulations, plans or specifications, or if the Contractor requests clarification of or deviation from the terms of the Contract, it is the Contractor’s responsibility to obtain written clarification from the University (see Section 2.20).

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.

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 Office of Community Standards, 125 Upton Hall, (207) 780-5242.

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

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

1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

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

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

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

1. Employer's Liability
Bodily injury by accident $500,000 each accident
Bodily injury by disease $500,000 each employee
Bodily injury by disease $500,000 policy limit

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

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

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

All coverage provided to comply with the Specifications shall be provided by companies licensed by the State of Maine Bureau of Insurance.

2.18 Parking Regulations and Use of Walkways: The Contractor’s vehicles and those of the Contractor’s employees working on the University must be registered with the Department of Public Safety. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by University police. Violation charges and towing will be at the Contractor’s expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 207-780-5211.

Driving on walkways is not allowed. However, exceptions can be requested from the Contract Administrator on an “as needed” basis.

2.19 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration’s (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926) and general Occupational Safety and Health Standards (29 CFR 1910) for the duration of the Contract.

Prior to the commencement of any phase of work under this Contract, the Contractor will:

- Submit the name(s) of the person(s) who is (are) designated as being responsible for job site safety and environmental management under this Contract and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies.

- If the Contractor will be using electrical circuits that are not part of a building or structure and not equipped with ground fault interrupt systems, two copies of the Contractor’s written Assured Equipment Grounding Conductor Program shall also be submitted to the Campus Environmental Safety & Health Office.

Where any of the Contractor’s operations occur in, on, or within 50 feet of any door, window, or air intake in a building occupied by University employees or students, the Contractor shall, prior to the start of any operation, provide directly to the University’s representative, copies of the Material Safety Data Sheets on all materials to be used in the operation. The University’s representative shall be responsible for ensuring proper precautions and notifications are made to the building occupants prior to initiation of such operations.
2.20 Notification and Response: The Contractor must be responsive to the needs of the University and shall coordinate activities under this contract with the University’s Office of Facilities Management (USM) and the Office of Strategic Procurement. The Contractor shall promptly respond to reasonable requests and recommendations.

Department of Facilities Management:

Portland, Gorham, and Lewiston-Auburn
Daniel Warren – Contract Administrator
Assistant Director of Maintenance & Operations - Gorham
Department of Facilities Management
University of Southern Maine
37 College Ave
31 University Way
Gorham, Maine  04038

2.21 Solid Waste Removal: The Contractor will be responsible for cleaning up all litter from spaces assigned and shall promptly remove all waste materials created by the Contractor’s operation from University premises by the end of the day. The Contractor will promote waste reduction and recycling and follow University policies to reduce, reuse, and recycle. Complete information about University policies can be obtained by calling the Waste Management Office at 207-780-4160.

a. Waste Oil. The Contractor is responsible for removal of waste oil resulting from maintenance work. The University is responsible for disposal of waste oil as a result of system failures.

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

2.23 Lockout and Tagout of Electrical Equipment: The Contractor shall establish methods of insuring employee safety as well as compliance with Federal, State, University and local regulations relating to the lockout and tagout of electrical equipment procedures. Further information on this policy can be obtained by calling the USM Office of Occupational Safety & Health.

2.24 Confined Space Policy: The Contractor shall establish methods of insuring employee safety as well as compliance with Federal, State, University, and Local regulations relating to Confined Space and the entry thereof. The Contractor shall furnish its latest version of Confined Space procedures to the University prior to the contract award. Under the University’s confined space policy, elevator pits are defined as confined space. Further information on this policy can be obtained by calling the office of USM Facilities Management.

Confined Space Policy: Under the University’s confined space policy, elevator pits are defined as confined spaces, but NOT permitted spaces (or put another way, they are non-permitted confined spaces).
2.25 Access to buildings: Keys, for access to buildings are available through the Department of Facilities Management, 25 Bedford Street, Portland. Contractor must agree to comply with the University Key Policy: TEMPORARY CONTRACTOR KEY ISSUANCE

1. Keys required by contractors or other non-University users to access areas on campus to conduct their work must be prearranged and authorized by Facilities Management.

2. Access and entrance to buildings outside the normal workday of 7:00am-4:30pm will require approval by the Facilities Management Department.

3. Daily Key Request: Daily access to University buildings will be obtained by signing out a building access key from the Facilities Management office. The office will be open from 8:00am – 4:30pm Monday-Friday. The contractor must sign a key tracking log (or other mechanism for tracking key possession) and all keys must be returned on the same day of issue. Multiple day requirements will require a daily sign out. At no time will a contractor be allowed to keep a key ring overnight. The contractor must present an ID and provide his/her name, company name, project Manager/University contact, time out, time returned and signature or other electronic means of verification. The keys must be returned by 4:30pm daily.

4. Keys for Facilities Contractors will be issued by Facilities Management whenever possible.
   a. Keys may be issued by the USM Police Department only with prior arrangement and written authorization from Facilities Management administrative or supervisory staff. If prior arrangement and authorization has not been communicated to the USM Police Department they will refuse to issue keys.
   b. The Facilities Management Department will provide University Police with a list of the names of contractors authorized to receive designated key rings.
   c. Contractors authorized to receive keys must show photo identification to sign out and return keys at the University Police station. Information as to who is issued keys, when they are signed out and returned will be recorded by University Police.

5. The contractor assumes all liability for lost keys. This includes all cost (material and labor) associated with rekeying buildings. Final payment for services provided will not be made until all issued keys are returned.

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

2.27 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.

2.28 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.
2.29 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.

2.30 The Contract Administrator must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this Contract.

2.31 Incident/Accident Reporting: The Contractor shall report any incident/accident involving a University elevator that results in an injury to the Contract Administrator. The Contract Administrator will determine whether the injury is ‘serious’ and whether or not the incident/accident therefore requires shutting down the elevator and notifying the State as required by law.

2.32 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.

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

2.34 The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

2.35 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

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

Performance of work not included in the Contract must be pre-approved by the Contract Administrator. Invoicing for work claimed “not in contract” will be complete, citing reasons for charges and will be supported by time slips signed by the Contract Administrator.
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 chart shall be posted in the machine room or other location convenient to each station. The Contractor must initial the chart to indicate that the work has been accomplished.

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 provided to the Contract Administrator.

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:

3.3.1 General: All maintenance performed under this Contract shall be of the highest quality to protect all elevator equipment from deterioration and to insure performance to manufacturer's specification.

3.3.2 Design: The Contractor will maintain the original design speed for each elevator car, in feet per minute, the original performance times, which include acceleration and retardation, as designed and installed by the manufacturer (adjusted for age of unit). The Contractor will also perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes. The Contractor shall attempt to maintain leveling and re-leveling at + or – ¼ inch. However due to the age of some units, the University will accept leveling and re-leveling at + or – ½ inch.

3.3.3 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 the National American Standard Safety Code for Elevators and Escalators. The requirements of all other codes and regulations will be followed.

3.3.4 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.

3.3.5 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.

3.3.6 Five Year Tests: The Contractor shall perform Five Year Tests when they come due.

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

3.4 Equipment Covered: includes, but is not limited to the following items:

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

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

c. 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.

d. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.

e. 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.

f. Hoist and governor ropes and rope fasteners.

g. Hoist way door interlocks, hoist way door hanger, bottom door guides and auxiliary door closing devices.

h. 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.

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

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

k. Elevator intercom and emergency alarm system including all wiring to cars, panels and through controller. The Contractor is responsible for all wiring to box. The Contractor is not responsible for repairing the actual phone.

l. Pumps, pump motors, drive belts, operating valves, valve motors, leveling valves, plunger packings, exposed piping, hydraulic fluid.
m. Sump pumps and alarms (inspection only).

3.5 Items not included in this Contract:

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

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

c. Car doors.

d. Car ceiling and light fixtures.

e. Cover plates for signal fixtures and operating stations.

f. Casings, and all underground hydraulic piping and connections.

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

h. Annual Inspection and Certification is not included in the Contract. Fees for permits and modernization of elevators are not included in this Contract but are covered under separate modernization contract(s).

3.6 Maintenance Requirements:

3.6.1 Repairs and Replacement: 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.

3.6.2 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 gibbs or guide rollers in order to assure smooth and quiet operation.

3.6.3 Safety Devices: The Contractor will periodically examine all safety devices, and will adjust, repair, or replace as necessary.

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

3.6.5 New Parts: The Contractor will furnish new parts and lubricants obtained from or recommended by the manufacturer of equipment or equal, approved by the Contract Administrator or designee.

3.6.6 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.

3.6.7 Manufacturer's Instructions: the Contractor will perform all maintenance, adjustments and inspections according to original manufacturer's recommendations and will keep current on techniques and requirements.

3.7 Vandalism: If repair work performed by the Contractor is due to vandalism and the Contractor
can document that damage is due to vandalism, to the satisfaction of the University, then the University will bill that damage to student residents.

‘Act of God’ type incidents, i.e. flood, fire, etc. outside the control of the Contractor or beyond normal wear and tear of the equipment is the financial responsibility of the University. The Contract Administrator will determine whether or not repair work as the result of ‘Act of God’ type incidents will be performed by the Contractor.

3.8 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 to comply with performance and safety requirements.

3.8.1 Monthly Services:

a. 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.

b. 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.

c. 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.

d. 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.

e. Clean the hoistways, landing and car sills, all ledges, tops of elevators and pits.

f. 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.

g. Examine all traveling cables for wear and position. Replace worn or frayed cables.

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

i. 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.

j. Light bulbs located in hall lantern fixtures, pits, car stations, hall push button stations, elevator mechanical rooms, 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.

k. 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.

l. 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.

m. Written documentation as to the performance of the monthly services shall be provided to the Contract Administrator or designee, for each elevator.

n. Monthly fire service shall be performed and included in the monthly report.

3.8.2 Annual Services:

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

b. 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.

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

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

e. 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.

f. Drain machine gear oil, repair any oil leaks, examine gear teeth, and refill with new gear oil.

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

h. Clean and inspect hatch door hangers, tracks, rollers and gibs.
i. Clean car tops, pits, overhead sheaves and beams. Check all bracket and fishplate bolts for tightness.

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

k. A capital improvement/conditions report shall be provided to the University, at the end of years 1 & 3 of the contract. The Contractor shall provide a detailed report that will aid the University with its capital planning/replacement action plan.

3.8.3 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 (2) hours of notification of each such requirement from the University. For trapped passengers, response time shall be within 30 - 45 minutes. After hours calls will be paid at the overtime rate as noted on the proposal unit price form.

3.8.4 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. All mechanics will hold a current Maine Elevator license, and be thoroughly familiar with maintenance, repair and troubleshooting requirements for installations listed in this specification. Mechanics will be interviewed by the University 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 or removed from this site without prior approval of the Contract Administrator or designee.

3.9 Communications: It is expected that the Contractor, generally through the primary mechanic, shall maintain good communications with the Contract Administrator or designee regarding the following:

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

b. Notification of any damaged or abused equipment.

c. Notification of any equipment not operating as designed.

d. Notification of shutdown of any equipment.

e. Communication with the manufacturer to determine required modification to equipment or servicing methods and adjustments.

f. Feedback of maintenance problems, and equipment performance through clear and well documented service slips.

g. All elevator service people will report to the Contract Administrator or designee during normal working hours and USM Police after hours prior to starting work. A sign in and out log must be maintained before and after all work on a daily basis. Service slips shall be turned in to the Contract Administrator or designee during normal working hours or the next business day.
h. Written documentation as to the performance of monthly services shall be provided to the Contract Administrator or designee.

i. Contractor shall arrange quarterly update meeting with the Contract Administrator or designee.

3.10 Documentation: The University requires that the Contractor maintain full documentation covering performance and such documentation will be maintained with Contract Administrator or designee. This will include, but not be limited to, the following:

a. The Contractor shall be provided access to, and shall work with the University's IWMS, (Integrated Work Management System) system to document all services performed.

b. Within thirty (30) days after award of contract, the Contractor shall develop a written Preventive Maintenance program including a schedule of required work, P/M and repair record forms, and maintenance testing procedures.

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

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

e. Preventive Maintenance records and repair logs to document all work done for each elevator. Original maintenance records will remain in the elevator mechanical room as the University's property.

f. All changes in writing of the elevator components will be recorded on the University's plans and specifications maintained at the elevator mechanical room.

g. The Contractor shall immediately notify the Contract Administrator or designee of defects or required modifications in the elevators which the Contractor considers to be beyond the scope of this Contract, and shall furnish the University with a detailed written estimate of the repair costs. The Contract Administrator 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 Contract Administrator will have the defect corrected as it deem is appropriate.

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

i. Written documentation as to the performance of monthly services.

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

3.11 Elevator Downtime: 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 in advance. For “critical units” - defined as passenger elevators that have no backup passenger elevators servicing the same building and levels - maximum allowable shutdowns must be less than the times listed below and are to be limited to the fullest extent possible.
3.11.1 Major repairs:

a. Cables-hoist, and governor ropes: 3 working days to complete.

b. Motor field coils: 15 working days to complete.

c. Rewind motor armatures: 28 working days (10 working days for an elevator without backup).

d. Turn-down and undercut motor commutator: 4 working days.

e. Replace motor bearings: 3 working days.

f. Repacking of pistons: 1 working day.

g. Replacement of pump motor: 3 working days.

h. Repair or replacement of control valves or pump: 1 working day.

3.11.2 Minor Repairs: (Completion within one (1) working day)

a. Repair governor

b. Replace relays or coils

c. Replace door interlocks

d. Replace door gibbs

e. Door operator repairs

f. Repair selector

g. Replace door operator motor

3.11.3 Minor Repairs: (Completion within two (2) working days)

a. Replace selector

b. Replace brake linings

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

3.12 Repair Parts Availability and Characteristics: 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. These spare parts shall be genuine, original manufacturer's parts or approved equal.
The elevators are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the elevator's original design and performance characteristics.

3.13 Availability of Rotating Elements: The Contractor is expected to maintain an inventory (in stock or available within 24 hours) one pump, motor and set of valves for the equipment covered by this Contract. Exceptions / problems will be evaluated by the University on a case-by-case basis.

3.14 Parts Costs: The University reserves the right to audit the Contractor's records to determine cost.

a. Repair Parts Availability and Characteristics: The Contractor is responsible for locating obsolete parts. The University is responsible to pay for them. For parts costing $10,000.00 or more, the Contract Administrator, will determine whether the Contractor or the University will bid out the parts required. If the Contract Administrator determines that the Contractor shall bid out the parts then Contractor shall solicit (at least three) written quotes and award to the lowest qualified bidder when possible. If it is not practical or possible to obtain multiple quotes then the Contractor must document the circumstances that make bidding impossible or impractical. The Contractor shall provide bid documentation to the University along with the invoice for the part(s).

3.15 Work Hours: Normal work shall be accomplished 8:00 a.m. to 4:30 p.m. Monday through Friday.

3.16 If the University requires and authorizes emergency call back services (24 hours a day) or overtime work not included in this Contract, such as examinations or repairs, the University will compensate the Contractor for labor costs (at single time rates) and other pre-approved costs.
SECTION FOUR

4.0 PROPOSAL CONTENT:

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. Bidders 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 Business Profile:

4.1.1 Financial

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

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

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

4.1.3 Number of years in business.

4.1.4 Type of operation (Individual, Partnership, Corporation)

4.2 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 (20010 – 2013), provide a list of accounts that your firm has lost or were terminated and the reason(s) for their loss.

4.2.4 Provide evidence that your firm has successfully established and maintained a full preventive maintenance program, for a period of not less than five consecutive years (2008 to 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.

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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 Service:

4.3.1 Include a statement that emergency call back service can be provided as required
within two (2) hours of notification by the University (30 - 45 minutes for trapped
passengers). 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.

4.3.2 Submit samples of reports that will be used on this Contract.
   a. Sign-in and sign-out log
   b. Monthly report of service calls
   c. Monthly report of major or safety related problems
   d. Preventive maintenance record to document work done on each elevator
   e. Estimate of repair cost report for repairs not covered by Contract
   f. Performance of monthly service report
   g. Performance of annual service report

4.3.3 Does your company provide a toll free number?

4.3.4 Provide your plan to maintain the University’s elevators.

4.4 Parts Availability: Bidders shall assure, in writing, or present satisfactory evidence that they
are able to acquire major replacement parts of suitable and genuine manufacture from a
reliable source, and that such parts shall 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 expected life thereof.

4.5 Parts Cost: 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.

4.6 Hours: State the estimated number of hours that elevator technicians will be working on this
Contract in order to fulfill its terms and conditions.
4.7 References: Submit three (3) 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
SECTION FIVE

5.0 SCHEDULE I: Price this schedule for a professional regular maintenance program to keep University of Southern Maine elevators in top operating condition as specifications require. The prices quoted in this table shall be for work accomplished during the normal work day, 8:00 a.m. to 4:30 p.m. Monday through Friday.

University of Southern Maine
Elevator Inventory
Portland – 23 Elevators

<table>
<thead>
<tr>
<th>Campus</th>
<th>No.</th>
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<th>Class</th>
<th>Type</th>
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<th>Yr Built</th>
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### Lewiston – 2 Elevators

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### University of Southern Maine

### Gorham – 23 Elevators

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Unit Prices: To be applied if the University requires and authorizes emergency call back services or overtime work not included in this Contract, such as examinations or repairs, the University will compensate the Contractor for labor costs at these (single time rates) and other pre-approved costs.

Elevator Mechanic Hourly Rate: ____________________

Elevator Mechanic Hourly Overtime Rate: ____________________

_______________________________ Can / Can Not Service this elevator.

(Company Name)

Monthly Cost: $__________________
SIGNATURE PAGE

COMPANY NAME: ____________________________________________

By: _______________________________________________________
    (Signature)

__________________________________________________________
    (Print Name)

__________________________________________________________
    (Title)

__________________________________________________________
    (Phone)

__________________________________________________________
    (Cell Phone)

__________________________________________________________
    (E-mail Address)

__________________________________________________________
    (Date)