

**THE INTER-UNIVERSITY COUNCIL PURCHASING GROUP
REQUEST FOR PROPOSAL**

Date Issued: 4/15/2011 Due Date/Time: 5/26/2011 @ 3:00 P.M., Local Time

**ELEVATOR MAINTENANCE and REPAIR
RFP: UN11-082**

Proposals must be received, by the due date/time specified above at the location below. Proposals received after the due date/time will not be opened and will be returned to the vendor, if requested.

Proposals should be delivered to the following address:

INQUIRY #UN11-082

Mailing Address:

Bowling Green State University
Business Operations
Attn: Andy Grant
103 Park Avenue
Bowling Green, Ohio 43403

Phone: (419) 372-3905

Contact:

Andy Grant
Director of Business Operations

Email: agrant@bgsu.edu

PLEASE READ THE INFORMATION BELOW - By signing this document the awarded supplier(s) agrees to the following requirements:

Administrative Fee: Supplier will provide to the Inter-University Council Purchasing Group (IUC-PG), a Contract Administrative Fee (CAF), to be calculated quarterly, which is equivalent to one-half of one percent (.50%) of the total invoice amounts of all orders shipped pursuant to this Agreement during the previous quarter. These fees are to offset the expenses of the IUC-PG in administering this Agreement and are disclosed to and approved by its Members. This fee shall be attached to the quarterly Report of Sales, made payable to The Inter-University Council Purchasing Group within 30 days from the end of each quarter. Above referenced reports and payment are to be filed with the IUC-PG, C/O Inter-University Council of Ohio, Attention: Sara Grundei, 10 West Broad Street, Suite 450, Columbus, OH 43215. Failure to submit these fees when due shall constitute grounds to IMMEDIATELY terminate this Agreement but Supplier shall remain liable for any fees due prior to such notification.

By signing this document I am agreeing, on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment, the IUC-PG's Standard RFP Agreement Terms (Section III). All purchase orders resulting from this RFP shall be subject to these instructions, terms and requirements that shall be incorporated therein.¹

Submitted by: Company _____

Authorized Signature _____ Date _____

(Printed Name)

(Title)

¹ Should a bidder take exception to the IUC-PG's Standard RFP Agreement Terms (Section III cited within) the bidder must submit such exceptions and/or amendments in writing to the contact above within five (5) business days prior to the Proposal Closing Date. The IUC-PG reserves the right to reject some, all or none of the proposed exceptions and/or amendments and asserts its Standard RFP Agreement Terms as described in Sections III.

REQUEST FOR PROPOSAL

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SECTION I

EXECUTIVE SUMMARY

1. Background

The Inter-University Council Purchasing Group of Ohio, frequently called the IUC or IUC-PG, is a purchasing consortium comprised of the purchasing officers of the State of Ohio institutions of higher education. The purpose of the formation was to achieve standardization of requirements, methods of operation and to develop price agreements that offer the best possible product pricing for our members. The organization has 36 members made up of the 14 state universities, 14 community colleges and 8 technical colleges. Membership also includes 37 private institutions referred to as the Ohio College Association (OCA) that also receive state appropriated funds (See Appendix A).

2. Project Description

The IUC-PG requests proposals from qualified vendors to supply the IUC-PG members with a **Comprehensive Elevator Maintenance and Repair Program** for participating IUC-PG members as described herein. Should your organization offer related services not addressed in this RFP and you wish to offer those services to the IUC-PG, you should include and clearly identify your offer for those additional items within your proposal. The IUC-PG reserves the right to review or not to review any additional offerings and to select any additional offerings that are determined to be in the best interest of the IUC-PG and its members.

3. Program Specifications:

The Inter-University Council Purchasing Group (IUC-PG), representing the State Institutions of Higher Education as listed on the attached roster requests proposals offering educational, volume, or quantity discounts for a **Comprehensive Elevator Maintenance and Repair Program** for participating IUC-PG members.

Please keep in mind that the IUC-PG may be willing to look at specific program changes or additions offered. **The final agreement will be negotiated with the selected vendor(s) and individual IUC-PG members reserve the right to negotiate additional items or points of interest that may be unique to their specific needs.**

4. Scope of This Agreement

This RFP is for a **Comprehensive Elevator Maintenance and Repair Program** for participating IUC-PG members. This is a new offering for the IUC-PG but we do expect to have a substantial number of our members participate in this new program. You will find a list of the expected participants within this RFP. However, members will make their final decision on participating after they have a chance to review the program and pricing offered by the vendor(s) determined to have offered the best overall **Elevator Maintenance and Repair Program**. **The IUC-PG cannot guarantee any specific contract volume for this agreement.**

SECTION II

Definitions

Relative to this document, and any addenda incorporated therein, the following definitions apply.

General:

Addendum (a): Written instruments, issued solely by the Inter-University Council-Purchasing Group, that details amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instruments shall be the sole method employed by the IUC-PG to amend, change or clarify this RFP, and any claims (from whatever source) that verbal amendments changes or clarifications have been made shall be summarily rejected by the IUC-PG.

Agreement, Contract or Purchase Order: Award resulting from the Request for Proposal or Request for Quotation.

CMV: A minority owned or controlled business as defined in the Ohio Revised Code Section 122.71 and certified by the State of Ohio Equal Opportunity Commission.

CUE: Community University Education Purchasing Association - a professional, non-profit association with members located in four counties (Medina, Portage, Stark and Summit) that make it possible for public, non-profit entities to save substantial sums of money through volume collective purchasing.

EDGE Program: Encouraging Diversity Growth and Equity program as defined in the Ohio Revised Code, Section 123 and 125.

IUC, IUCPG, IUC-PG: The Inter-University Council, The Inter-University Council – Purchasing Group.

May, Should: Indicates something that is requested but not mandatory. If the Bidder fails to provide requested information, the Inter-University Council – Purchasing Group may, at its sole discretion, either request that the Bidders provide the information or evaluate the proposal without the information.

MBE Program: Minority Business Enterprise program as defined in the Ohio Revised Code, Section 123 and 125.

OCA: The Ohio College Association.

Proposal Closing Date: The date and time specified in this RFP by which the proposal must be received by The University of Akron Department of Purchasing, in accordance with Section IV Paragraph 1 of this RFP. Proposals received after such date and time will not be considered.

Proposal, Quotation: Response provided by Proposer.

Proposer: Respondent to the Request for Proposal.

RFP: Request for Proposal.

Shall, Must, Will: This indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal, or result in rejection of a proposal as non-responsive.

University/Member Institution: A State of Ohio supported institution of higher education.

Note: Please see Appendix B for the Standard RFP Terms and Conditions

SECTION III

RFP Agreement Terms

Bidders are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Bidders must submit a complete response to this RFP in the format detailed by the specifications. *Proposals* must be dated, signed by an official authorized to bind the Bidder to the terms of their proposal and submitted to the IUC-PG in accordance with the instructions, terms and conditions of this RFP.

The IUC-PG reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Request clarification from any Bidder on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP; and,
- Invite some, all, or none of the Bidder(s) for interviews and further negotiations/discussion. The IUC-PG reserves the right to negotiate the pricing and all terms and conditions associated with this RFP process with the selected vendor(s).

See Appendix B for the entire Agreement Terms and Conditions (Page 62 – 69).

SECTION IV

RFP Response Instructions

PROJECT SUMMARY: The IUC-PG, on behalf of its members, is seeking proposals for **Elevator Maintenance and Repair**. Bidder(s) should include information that will demonstrate their ability to service all participating IUC-PG members according to the criteria established within this RFP.

1. RFP SCHEDULE OF EVENTS

The IUC-PG will make every effort to adhere to the schedule detailed below:

RFP Issued via IUC-PG Website	April 15, 2011	
Site Visits at each participating school	April 18, 2011 through May 6, 2011	
Proposal Inquiry Forms due	May 12, 2011	by 3:00 P.M. Local Time
Responses to Proposal Inquiry Forms by	May 19, 2011	by 5:00 P.M. Local Time
RFP Proposal Closing Date	May 26, 2011	by 3:00 P.M. Local Time

2. RFP INSTRUCTIONS

Bidders Will Submit The Following:

The following items are to be included in the proposal-response package by the proposal due-date/time; failure to do so may invalidate the proposal response.

- Signed and dated RFP cover sheet
- Schedule A - Vendor Data Sheet - (completed and signed)
- Schedule B - References (completed and signed)
- Schedule C - Vendor Questionnaire (completed and signed)
- Schedule D - Certification Form (completed and signed)
- Schedule F - Credit Card Questionnaire (completed and signed)
- Schedule G - Authorization to do business in Ohio Form
- Attachment A – Pricing Sheets (Excel Format)
- Attachment C – Bidder’s Notarized Statement of Competency as described on Page 24, Item #3, b
- Other applicable Attachments.

The IUC-PG reserves the right to request, at its sole discretion, from some, or all of the respondents, any further information or documentation that it deems necessary for the issuance of an agreement.

Further, each participating institution may require additional documentation prior to the issuance of a contract or purchase order. This documentation may include, but is not limited to:

- A Certification/Conflict of Interest Form specific to the member institution and consistent with the general intent of Schedule D.
- Acceptance of individual member’s purchase order terms and conditions.
- Other identified documentation.

3. RFP Questions

Bidders must submit questions by **3:00 P.M., Local Time, on May 12, 2011**, using SCHEDULE E: INTER-UNIVERSITY COUNCIL PURCHASING GROUP INQUIRY FORM. Questions submitted by the deadline will be answered no later than **5:00 P.M. Local Time, May 19, 2011**. All questions should be submitted via email as indicated below.

During the IUC-PG competitive proposal process, up to and including the issuance of an agreement letter, under no circumstances may a Bidder contact other individuals at **member institutions** to discuss any aspect of this inquiry, outside of the inspection procedures, or attempt to influence the process. Failure of a Bidder to comply with this protocol may invalidate their proposal response.

Questions pertaining to this RFP must be directed solely to:

Primary Contact

Andy Grant
Bowling Green State University
Director of Business Operations
103 Park Avenue
Bowling Green, Ohio 43403

Phone: (419) 372-3905
E-mail: agrant@bgsu.edu

Back-up Contact

Gene Stephens
IUC-PG, Director of Strategic Procurement
Phone: (330) 968-4460
E-mail: es@uakron.edu

Answers to the Questions submitted will be posted to the IUC-PG website.

4. RFP Proposal Closing Date and Location

Responses to this **RFP must** be received by **3:00 P.M., Local Time on May 26, 2011**.
Fax or e-mail responses will not be accepted.

Vendors must deliver all RFP responses to the following address:

INQUIRY #UN11-082 (IUC-PG Elevator Maintenance and Repair RFP)

Mailing Address:

Bowling Green State University
Business Operations
Attn: Andy Grant, Director of Business Operations
103 Park Avenue
Bowling Green, Ohio 43403

5. Response Format

Responses must address all aspects of the **RFP** and should follow the chronology of the **RFP**. Provide two (2) **complete hard copies** of your response to the **RFP** with one clearly labeled "**MASTER**". **In addition, vendors must also include one (1) electronic copy (via Flash Drive or CD) of its response, preferably in MS Word and/or Excel format.** Should a discrepancy arise between various copies of the **RFP**, information contained in the "**MASTER**" copy shall prevail over conflicting information. Specific pricing sheets should be prepared in Excel format.

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All information requested in the **RFP** should be submitted in a manner consistent with Schedule A, Vendor Data Sheet and Pricing Proposal Forms, Schedule D (Certification Form) and Schedule F (Credit Card Questionnaire). If applicable, bidders must also submit Schedule E (IUC-PG Inquiry Form) as instructed. Please submit hardcopy Proposals in a 3-ring binder or loose-leaf on 8½"x11", letter sized paper. Each proposal should be prepared simply and economically, providing a straightforward concise description of the approach and ability to meet the IUC-PG requirements. **It is the responsibility of the bidder to see that their proposal is received on time and at the address/location shown within this document.**

6. ***Administrative Fee: Supplier will provide to the Inter-University Council Purchasing Group (IUC-PG), a Contract Administrative Fee (CAF), to be calculated quarterly, which is equivalent to one-half of one percent (.50%) of the total invoice amounts of all orders shipped pursuant to this Agreement during the previous quarter. These fees are to offset the expenses of the IUC-PG in administering this Agreement and are disclosed to and approved by its Members. This fee shall be attached to the quarterly Report of Sales, made payable to The Inter-University Council Purchasing Group within 30 days from the end of each quarter. Above referenced reports and payment are to be filed with the IUCPG, C/O Inter-University Council of Ohio, Attention: Sara Grundei, 10 West Broad Street, Suite 450, Columbus, OH 43215. Failure to submit these fees when due shall constitute grounds to IMMEDIATELY terminate this Agreement but Supplier shall remain liable for any fees due prior to such notification.***

Evaluation Criteria

All responses will be evaluated on the following criteria, but not limited to:

- Responsiveness to all specifications in the RFP;
- Overall quality of the services being offered;
- Capacity to provide high quality services to multiple member institutions;
- Financial proposal (Discounts/pricing offered);
- Acceptance of credit card payment;
- References (at least 3 as described within this document);
- Evidence of past experience in servicing the Higher Education community or other applicable groups;
- Other items determined by the IUC-PG to be relevant.

- Minority Business Participation: The IUC-PG has a goal consistent with the State of Ohio legislative mandate to help members procure a percentage of its goods and services from State Certified Minority Vendors (CMV) and/or Encouraging Diversity Growth and Equity (EDGE) vendors. To help the IUC-PG in this effort, vendors are asked to confirm their MBE and/or EDGE certification eligibility.

- References: Contact name, telephone number and email address of at least :
 - Submit at least two (2) higher education institutions that have done business with your firm since January 1, 2010 and one (1) public or private institution which has done business with your firm since January 1, 2010. See Schedule B for the form that needs to be completed.

Bidders must:

- Respond to all items in Schedule A, B, C, D, F, G and Attachment A and C: failure to do so may invalidate your proposal.
- Bidders must provide their proposals exactly as specified in this RFP.
- Provide evidence that they are authorized dealers to service all listed elevators.

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- Prices listed as a part of Attachment A must include F.O.B. Destination, freight Pre-Paid and Allowed – all shipping and delivery charges must be included in price shown in Attachment A.
- State any other miscellaneous charges that may apply.
- Should include any applicable rebate/discount offered with associate payment terms offered: (Net 10, Net 20, etc)
- Agree to any other terms required within this RFP.
- Respond to other items as directed.

Section V

SCOPE OF WORK AND RFP SPECIFICATIONS

Scope of Work

The Inter-University Council Purchasing Group (IUC-PG), representing the State Institutions of Higher Education as listed on the attached roster requests proposals offering educational, volume, or quantity discounts for providing a comprehensive **Elevator Maintenance and Repair Program** for participating members of the IUC-PG. The following Ohio colleges and universities are currently planning on participating in this RFP process. If the pricing submitted is favorable, these schools plan on participating in this new **IUC-PG Elevator Maintenance and Repair program**. Those deciding to go ahead will come on-board with this new program as their current programs expire.

<u>Institution</u>	<u>Current Contract Expiration</u>
1) Bowling Green State University	<u>September 30, 2011</u>
2) Central State University	<u>June 30, 2011</u>
3) Cleveland State University	<u>March 31, 2011</u>
4) Miami University	<u>June 30, 2011</u>
5) Ohio University	<u>August 31, 2012</u>
6) Shawnee State University	<u>January 21, 2012</u>
7) The University of Akron	<u>June 30, 2011</u>
8) Washington State Community College	

For purposes of this Request for Proposal, the following items are included in this scope of service:

The IUC-PG plans on selecting one vendor for this project and also reserves the right to make a single, dual, or multiple award on this new program if it is determined to be in the best interest of the IUC-PG and its members.

Discounts: Any special discounts, outside of volume discounts, given during the term of this price agreement must be fully documented as an additional offering to this price agreement. The IUC-PG and its member institutions reserve the right to negotiate a better price and/or greater discount for the services being offered upon significant increases in member volume. The estimated number of elevators covered under this new program is listed in the following specifications.

Proposals must include firm pricing for each elevator shown in the RFP documents on Attachment A. Bidders must also explain their pricing for future years on Attachment A.

Commitment: The IUC-PG does not jointly or individually obligate itself to procure any specific volume; however, the pricing and/or discount offered shall remain firm for the full term of the resultant agreement. Vendors will be required to accept and furnish all requirements as shown within the finalized Price Agreement and/or RFP document to the participating IUC-PG members at the time of order placement.

Eligibility: *Due to the expected volume of this agreement, only elevator manufacturers or their authorized dealers will be considered for award.*

Introduction to Bidders

1. Proposal information

- a. Please quote a firm lump sum bid in accordance with all terms and conditions hereinafter specified. The lump sum bid price is to cover the cost of furnishing 12 months of service on all of the said services, materials, equipment and labor for the equipment listed; to the satisfaction of the IUC-PG.
- b. This contract has the potential to cover a period of five years. The bid submitted shall be firm for the twelve month period stated on the price inquiry cover page, the following four one (1) year renewal contract prices shall be adjusted upward or downward as hereinafter specified in the form of proposal.

2. Qualifications of bidder

- a. The bidder shall submit with his bid satisfactory evidence that he has had previous experience and possesses an adequate plant, financial resources and organization all as hereinafter specified in section B, to perform the type, magnitude, and quality of work specified. The IUC-PG shall have the right to reject bids of any bidder who is unable to satisfy the above specifications.

3. Examination of existing buildings and contract documents

- a. Each bidder is under an affirmative duty to inform by personal examination of the specifications and location of the proposed work and by such other means as it may select of the character quality and extent of work to be performed and the conditions under which the contract is to be executed.
- b. Each bidder will examine specifications and all other data or instructions pertaining to the work. No pleas of ignorance of conditions that exist or of difficulties or conditions that may be encountered or any other matter concerning the work to be performed in the execution of the work will be accepted by the IUC-PG members as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder if awarded contract will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to bidding
- c. Bidder's attention is directed particularly to the following article:

Section A: "General Conditions", Article 2, Intent, Page 12 and 13.

4. Explanation and Addenda

- a. Any bidder in doubt as to the true meaning of any part of the specifications or the proposed contract documents shall submit to the Bowling Green State University Purchasing Department a written request (**Schedule E, IUC-PG Inquiry Form**) for an interpretation thereof. Questions must be submitted in writing to the Bowling Green State University Purchasing office in the manner and time frame shown on Schedule E.

Answers to any questions submitted will be addressed by an Addendum posted to the IUC-PG website (www.iucpg.com). Any vendor interested in bidding on this project must register as a supplier on the IUC-PG website to receive any Addendums posted and/or answers to any questions submitted.

The following are the instructions to register as a vendor/supplier on the Inter-University Council Purchasing Group (IUC-PG) website:

Go to our web site (www.iucpg.com) and follow the instructions to register as a supplier/vendor. You will be asked to provide information on your company and to select the categories that you are interested in. For Elevator Maintenance use category **BMRER**. Once registered, your organization will be notified electronically (to the name and email address entered at registration) when the IUC-PG has a bid opportunity, or Addendum, that matches your product category selections. You will need to keep your registration current by visiting the site and entering your password at least once per calendar year.

- b. Any Addendum issued during the time of bidding shall be included in RFP responses and will become a part of any contract executed.
- c. Any verbal information obtained from, or statements made by, representatives of the IUC-PG at the time of examination of the documents or site visits shall not be construed as in any way amending contract documents, only such corrections or addenda as are issued in writing to all bidders, shall become a part of the contract. The IUC-PG will not be responsible for verbal instructions.

Section A

General conditions

1. General

- a. The contractor for work under this contract is referred to the instructions to bidders, form of proposal, performance bond/surety (terms shown below), general conditions, general requirements, and all amendments and addenda thereto, all of which are hereby made part of this contract.

Performance Surety

All vendors' assigned awards estimated to have a value in excess of \$100,000.00 must furnish performance surety. Performance surety may be in the form of a performance bond, irrevocable letter of credit, certified check, or bank cashier's check, issued by or drawn on a federally insured bank, and made payable to Bowling Green State University in the amount of 10% of the award, due immediately upon receipt of the purchase order or contract. Performance surety will be effective for the maximum period of the contract including the optional renewal period(s) specified. The bond amount indicated shall be deemed adequate surety for the initial and optional renewal periods specified and exercised.

- b. Where general conditions clauses are repeated herein it shall be understood as calling special attention to them or as a further qualification and shall not be construed as omitting any other part of the general conditions clause.
- c. Successful low bidder shall be subject to each IUC-PG member facility use rules and shall report in and out as directed by the IUC-PG member, whenever entering or leaving the premises when possible.

2. Intent

- a. Intent of these specifications is to cover maintenance service complete in every respect, details of service not explicitly stated in these specifications but necessarily attendant thereto are deemed to be understood by the bidder and included herein. Furnish all material and equipment usually furnished with such service.
- b. All material and equipment furnished shall be new and in excellent condition.

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- c. IUC-PG's interpretation of specifications shall be final and binding upon contractor.
- d. It shall be mutually agreed that contractor has included cost to remedy all deficient items in his proposal and he will be responsible for satisfactory functioning of the equipment without extra compensation. The contractor may, at its option, provide with its bid a detailed explanation of work intended to be performed under this clause.
- e. The IUC-PG will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- f. The successful bidder will be required to complete the entire work, or any part thereof, as the case may be to the satisfaction of the participating IUC-PG member in strict accordance with the specifications and/or a contract between the vendor and the participating IUC-PG member if it was created.

3. Contractor's responsibility

- a. Contractor will be held to have carefully examined existing buildings and to have made all necessary investigations to inform himself thoroughly and fully as to facilities for delivery of materials and equipment and with space floor loading limitations affecting delivery of equipment to and to have informed himself fully as to all difficulties that may be encountered in complete execution of all work.
- b. Contractor will be held to have examined all specifications and all other data or instruction pertaining to the service work.
- c. No consideration or allowance will be granted for failure to visit all sites, or for any alleged misunderstanding of materials to be furnished or work to be done, it being understood that tender of proposal carries with it agreement to all items and conditions referred to herein.

4. Laws and permits

- a. 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, and pay all safety test fees. **The responsibility for obtaining and the expenses incurred for the semi-annual and annual state safety inspections are to be the responsibility of the participating IUC-PG member and are not a part of this contract.**
- b. All work and materials shall be in full accordance with the rules of all other departments or boards having jurisdiction.
- c. The contractor shall immediately inform the participating IUC-PG members of any work or materials which violate any of the above laws and regulations and any work done by contractor causing such violations shall be corrected by contractor at his own expense.
- d. Contractor will possess at no cost to the IUC-PG or the participating IUC-PG members, all qualifications, licenses and permits to engage in the business of public elevator care and maintenance as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training licenses and permits as may be required within such jurisdiction.

5. Conflicts

Should it appear that there is real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished it shall be assumed that contractor has based his bid on a more expensive solution. The final decision will rest with the IUC-PG and the participating IUC-PG members.

6. Payment

- a. Within 45 calendar days after the close of each calendar month contractor will submit standard itemized invoice and copies of vendor's cost of materials for services rendered in the previous month, these invoices will be processed in accordance with established procedures of the participating school.
- c. All invoices for payment related to this contract must be delivered to the designated payment office of each participating schools to ensure eligibility for prompt payment:

7. Inspection

The quality of maintenance service shall be subject to inspection by the state of Ohio at any time. Should it be found that quality of the maintenance service being performed is not satisfactory and that the requirements of the specifications are not being met, the IUC-PG and/or the IUC-PG participating member may terminate the contract in accordance with the terms described in this RFP document and employ a contractor to place the equipment in a satisfactory condition. The existing contractor and his surety shall be liable to the participating IUC-PG member for any such costs on account thereof. The IUC-PG and/or the IUC-PG participating member's reserve the right to employ an independent elevator inspection service to inspect and monitor the performance under the contract.

8. Stop work order

The IUC-PG and/or the IUC-PG participating member reserves the right to stop the work covered by this proposal and the contract at any time that it deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the IUC-PG and/or the IUC-PG participating member and in the event of such stopping the participating IUC-PG member shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid the successful bidder and its surety shall be liable to the participating IUC-PG member for any such cost on account thereof. In the event the IUC-PG stops the work as provided herein, contractor shall be given written notice thereof together with the reason therefore and the contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

9. Indemnity and consequential damages

- a. Contractor and its employees engaged in performance of the work shall at all times be deemed to be performing as independent contractors and not as agents or employees of the IUC-PG and/or the IUC-PG participating member and the acts and omissions of such employees shall be deemed to be those of the contractor. Contractor shall hold harmless the IUC, the IUC-PG, the IUC-PG participating members, or their employees from and against any and all losses claims, demands, judgments costs and expenses of every nature and kind, arising out of or incidental to or in any way resulting from the acts or omissions of contractor or contractor's employees while acting within the scope of their employment.

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- b. The contractor shall not, absent gross negligence, be liable for consequential damages for loss of use of the premises unless such loss of the use exceeds fifteen (15) calendar days. The contractor's liability for consequential damages for loss of use in excess of fifteen (15) calendar days shall not, absent gross negligence, exceed five percent (5%) of the annual contract price unless such loss of use exceeds thirty (30) calendar days and affects more than fifty percent (50%) of the elevators under its care in a building.

10. Liability and insurance

- a. The successful bidder agrees that without expense to the IUC-PG he will procure and maintain during the period of the proposal and contract insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the state of Ohio covering all operations under this proposal and contract, whether performed by him or by subcontractors.

The kinds of required insurance are:

- 1. A policy covering the obligations of the successful bidder in accordance with the workmen's compensation law and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract.
 - 2. Successful contractor(s) must submit a copy of liability insurance certificate before any work is performed under the agreement minimum amounts (general and automobile) as described on pages 8, 9 and 10, Insurance Requirements:
- b. Contractor's liability insurance issued to and covering the liability of the successful bidder with respect to all work performed by him under the proposal and contract.
 - c. Protective liability insurance issued to and covering the liability of the people of the state of Ohio with respect to all operations under this proposal and contract by the successful bidder or his subcontractors, including omissions and supervisory acts of the state.
 - d. The successful bidder shall save and keep harmless and indemnify the IUC, the IUC-PG, the IUC-PG members and the state of Ohio against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incidental to or arising out of occupancy use service operations or performance of work in connection with the awarded contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor or any employee agent or representative of the contractor. In this connection, it is understood that the contract does not have possession or control of the equipment covered under the contract.
 - e. Successful contractor(s) must submit a copy of their current workers compensation certificate before any work is performed under this agreement.

11. Prevailing Wage

For any work performed as a result of this RFP offering and designated by the IUC-PC participating member as a prevailing wage project, the work will be subject to the provisions of ORC Chapter 4115. The successful contractor(s) must abide by all of the provisions of the ORC Chapter 4115, which includes, without limitation, ensuring that all workers and laborers performing prevailing wage work are paid the then-current prevailing rate of wages as established by the Ohio Department of Commerce Wage and Hour Division.

Please see Attachment A for individual schools that will require that Prevailing Wage be paid.

The successful contractor(s) must then insure that all work performed under the contract complies with chapter 4115, Ohio Revised Code, and the following:

- a. The contractor and all of his subcontractors must pay not less than prevailing wage rates as required by chapter 4115 Ohio Revised Code, in effect at the time the work is performed and as published by the Department of Industrial Relations state of Ohio for each county where work is done unless the work is performed by owners of the company, (all other employees, even if family members of the owners, must be paid at least the published prevailing wage rate.)
- b. The contractor is responsible for advising his subcontractors, if applicable, of this requirement and for advising them of all current modifications thereto.
- c. The contractor is responsible for submitting schedules of dates on which he and his subcontractor are required to pay wages.
- d. The contractor must keep himself and all subcontractors advised as to the current rates in effect.
- e. The contractor must submit a certified payroll for his firm and all of his subcontractors on the forms provided by the university or on a computer printout form of the same size that is acceptable to the prevailing wage coordinator.
- f. The contractor must post the prevailing wage rates at the job site.

12. Examination of existing condition

The bidder does hereby represent that it is familiar with and has full knowledge of all conditions and requirements and does hereby represent that it has visited the premises of all participating IUC-PG members and is fully cognizant of all the conditions under which the work is to be performed.

13. Option to add or delete vertical transportation:

- a. The university maintains the option to add vertical transportation units to contract at a mutually agreeable rate after warranty services have been fulfilled. In adding these units, consideration will be based on the desirability of having all vertical transportation in a particular building maintained by the same contractor.
- b. The participating IUC-PG member reserves the option to remove units from service where available vertical transportation exceed the requirement within the building, where changes in operations may cause a reduction in the requirement for vertical transportation, or where reductions are desirable because of budget limitations. The contractor will be notified in writing of any removal of units from service, and the contract will be amended with cost reductions, terms and conditions to apply from the effective date of notice.

14. Water in pits

The participating IUC-PG member may supply portable pump for the removal of water from the elevator pits by elevator technicians. If the sump pump needs to be repaired, the elevator technician will remove the pump by running the elevator for access to the pit so the vendor may repair the pump.

Section B

Maintenance Specifications - General

1. General

The selected contractor(s) shall provide full maintenance services on the elevators outlined in the elevator schedule listed herein: (Attachment A)

2. Scope of work

The work to be performed by the elevator contractor under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies and other expenses necessary to provide full maintenance services and repairs of every description including inspection, adjustments, tests and replacement of parts as herein specified for all equipment covered under this contract. This requirement will only be met when safety devices and features are kept performing correctly, there is a maximization of equipment life, and the elevator systems are kept operating continuously at rated performance with minimum call backs and failures.

3. Competency of bidder

a. The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the bidder in order to qualify in addition to the other requirements herein provided shall prove to the satisfaction of the IUC-PG that his firm has actively and normally been engaged for at least the past five years in the maintenance service repair and replacement of materials and equipment in elevators of similar manufacture, capacity and control systems as those covered by this contract.

b. The bidder shall show that he has available under his direct employment and supervision, the necessary organization and facilities to properly fulfill all the services and conditions required under this specification. **Bidder should submit with his bid a notarized statement, on company letterhead, attesting to the following:**

1. That he has maintained an organization capable of performing the work hereinafter described in continuous operation for at least the past five years. The bidding organization must have a sufficient numbers of technicians and engineering staff to supply the required service 24 hours a day for each participating school. This must be exclusive of any other commitments, including the following:

(a) the names of the employees responsible for this contract (at each school), their function in the company, title and number of years of service with the bidder's firm. Include this info on Attachment C.

(b) the present address of the main operating facilities of this organization location of the engineering department and if any, the location of the research and development department. Include this info on Attachment C.

(c) the locations of the various facilities that will serve all participating IUC-PG members on this contract. Please identify the service facility that will be servicing the various accounts and the number of miles between the facility and the school being served.

(d) list the source of major and minor replacement parts such as worms and gears, commutator bars, field coils for gear-less machines, indicate which of the above parts are available at your facilities. Include this info on Attachment C.

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2. That his main operating facilities are equipped with:
 - (a) machine shop facilities containing a minimum of two lathes drill press power hacksaw milling machine and a ten ton hydraulic press. One of the lathes shall be capable of handling stock 18" x 60" or bidder is to supply the name and address of a separate business or company which he will subcontract with for this service, if applicable. Include this info on Attachment C.
 - (b) turning tools capable of turning any hoisting machine and motor generators commutator on the job site or bidder is to supply the name and address of a separate business or company which he will subcontract with for this service, if applicable. Include this info on Attachment C.
 - (c) machine tools capable of turning main motor drive sheave grooves on the machine or bidder is to supply the name and address of a separate business or company which he will subcontract with for this service, if applicable. Attach as separate document.
 - (d) bidders main operating facilities are to be equipped with a motor repair shop capable of rewinding field coils brake coils and armatures for use in elevators similar to those included in this specification or bidder is to supply the name and address of a separate business or company which he will subcontract with for this service, if applicable. Include this info on Attachment C.
 - (e) testing facilities with reversing ammeters reversing voltmeters and power sources capable of supplying voltages from 0 to 600 volts AC. or DC list any other testing equipment on hand for adequate testing and analysis in case of problems and for preventive maintenance.
3. That his local service facility has or is equipped with spare parts as hereinafter specified.
4. If group supervisory control systems are included in the equipment covered by these specifications bidder must have at least five (5) years experience with such controls system and must provide with its bid a detailed written statement of such experience including the company or building serviced, representative responsible for supervising the contract for such company or building and complete elevator characteristics. Include this info on Attachment C.
5. Quality assurance
 - (a) All work shall be performed in a skillful and professional manner. Maintenance, repair and service requirements will be performed by elevator constructor mechanics with at least five (5) years experience at repairing vertical transportation equipment. Mechanics must have successfully passed the "Journeyman's" Test of the National Elevator Industry Education Program (NEIEP), or must supply proof to the IUC-PG of equivalent training. The determination or equivalent training will be at the sole discretion of the IUC-PG and shall be final. Workers with less qualifications may be utilized for cleaning and assisting the elevator constructor mechanic, but not for technical maintenance activities. If, due to the fault or neglect of the contractor his agents or employees, any IUC-PG participating member's property equipment, stock or supplies are lost or damaged during performance of this contract, the contractor shall be responsible for such loss or damage and the IUC-PG participating member at its option may either require the contractor to replace all property or to reimburse the IUC-PG participating member for the full value of the lost or damaged property.
 - (b) the contractor shall make all examinations and repairs under the direction of, and to the complete satisfaction of the authorized IUC-PG member's representative.

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(c) failure to correct reported service problems will be cause for the IUC-PG and/or the participating member representative to hire another contractor to do the work at the expense of the contractor who was awarded this contract.

6. Describe program and manpower source for equipment maintenance during a work stoppage.
7. The contractor shall be required to conduct at the request of the IUC-PG participating member, annual Esterline recording meter tests and/or periodic traffic tests to insure that said performance levels are constantly sustained and failure to do so and/or submit documentation satisfactory to the owner shall be considered as a breach of contract and subject the agreement to immediate termination.
8. Contractor shall provide, or have at his immediate disposal all "service tools" necessary to provide service, adjust or troubleshoot elevator equipment to all elevators under this contract. Neither the IUC-PG nor the IUC-PG participating member will be responsible for any additional cost that may be incurred by contractor to secure such service tools.
9. If contractor is unable to secure the necessary service tool required to adequately service, adjust or troubleshoot elevator equipment, it shall be his responsibility to secure the services of another elevator service company that can provide such service tool and services. The cost of these services shall be included as part of this contract and shall be provided at no additional cost to the IUC-PG participating member.

4. Full service maintenance

- a. the contractor shall regularly, as more fully set in clause 15, hereinafter specified and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment:
 1. Entire machine including housing, drive sheave, drive sheave shaft bearings; brake and brake assembly and component parts.
 2. Motors including auxiliary rotating systems, motor windings, rotating elements, couplings and bearings.
 3. All sheaves.
 4. Controller: all components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
 5. Selector: all components including selector drive tape wire or cable hoistway vanes magnets inductors and all other mechanical and electrical drive components.
 6. Motor and motor generator brushes and brush holders.
 7. Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks bottom doors gibs cams rollers and auxiliary door closing devices for power operated doors chain tracks, cams, interlocks, sheaves for vertical bi-parting doors.
 8. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
 9. Guides and guide shoes including rollers or replaceable: gibs.
 10. Automatic power operated door operators, door protective devices, car hanger tracks, and car door contacts for both side slides and vertical bi-parting doors.

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11. Traveling cables.
 12. Elevator control wiring in hoistway and machine room.
 13. Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.
 14. Car and counterweight safety mechanism and load weighing equipment.
 15. Hoist cables, governor cables, draw through cables, compensating cables and compensating chains, including adjustment of tension on all hoist ropes.
 16. Buffers.
 17. In an effort to minimize the service calls and optimize the reliability of the elevator signal and general lighting, the contractor will employ group re-lamping techniques on a per car per item basis. Example: If lights are out in the cars control panel then all lights in that central panel would be replaced or if a corridor directional signal is out then all corridor directional signal lamps will be replaced on that car, etc. The contractor will make an assessment of equipment and signal lighting, pro-rated for lamp life, and replace lamps on a periodic PM schedule. Fixture contacts push buttons key switches locks, lamps and sockets of button stations (car and hall), hall lanterns , position indicators (car and hall), and direction indicators.
 18. Car telephones.
 19. Car lighting.
 20. Vent fans.
 21. Controller A/C maintenance/repair.
 22. Maintenance security equipment.
 23. Everything in the hoistway and pit is the responsibility of the elevator service contractor including removal of water from the pit, maintenance of the sump pump, pit light, switch, and outlets. This includes replacement of burnt-out lights, switches, and outlets.
- b. The contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used, renew guide shoe rollers and gibs as required to insure smooth and satisfactory operation.
 - c. The contractor shall also examine and make necessary adjustments or repair to the following accessory equipment including re-lamping of signal equipment: hall lanterns car and corridor position indicators car stations traffic director station electric door operators' intercom system, interlocks, door hangers, safety edges.
 - d. All replacements parts shall be new specifically designed for their intended use and be of the same manufacturer as the elevator system on which they are to be installed unless otherwise approved by the IUC-PG participating member.
 - e. The contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.

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- f. The contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust painted with heat resistant enamel and presentable at all times, the motor windings shall be treated as needed with proper insulating compound as recommended by the motor manufacturer, cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this contract.
- g. The contractor shall maintain all elevator equipment in hoistways pits and machine rooms and assigned elevator contractor work space in a clean orderly condition free of dirt dust and debris, pits and machine spaces shall be kept dry and clean.
- h. The contractor shall not be responsible for upgrading equipment to meet changes in code requirement as may be recommended or directed by insurance companies or federal, state, municipal, or other governmental authorities.
- i. The contractor shall be responsible for notifying the IUC-PG (in writing) of the existence or development of any defects in or repairs required to the elevator equipment which he does not consider to be his responsibility under the terms of the contract. The contractor shall furnish the IUC-PG participating members with a written estimate of the cost to correct any such defects or to make the required repairs. The IUC-PG participating member reserves the right to make the final determination concerning the responsibility for such defects corrections or repairs. Any repairs which are not the contractor's responsibility will be paid at the labor rates supplied in accordance with this proposal, all materials required for the above mentioned repairs will be paid at cost plus the percent of mark-up indicated in your proposal. (mark-ups inconsistent with those of the industry will not be considered.)
- j. The contractor shall be responsible for giving immediate notice to the IUC-PG participating member of any condition which he discovers that may present a hazard to either the equipment or passengers.
- k. The contractor shall not be required by this agreement except as herein noted to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the contractor his representative and employees or by reason of any other proven cause except for normal wear and tear, beyond the control of the contractor.

Examples of these are:

Refinishing repairing or replacing car enclosures, hoistway enclosure hoistway door panels frames and sill and all power supply panels and feeders, cost of repairs replacement or removal necessitated by any cause, other than ordinary wear which is occasioned by negligence or abuse by personnel other than 'the contractor shall be borne by the IUC-PG, negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of the IUC-PG participating member and the contractor.

- l. The contractor shall not be responsible for elevator systems components which are inaccessible for service. This specifically is in reference to the buried portion of the hydraulic jack on a hydraulic elevator.

5. Equipment, wiring and circuit changes

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 of the elevators unless changes are authorized in writing by the IUC-PG participating member as hereinafter provided. The contractor shall submit any proposed changes to the IUC-PG participating member for approval, the submission shall be in quadruplicate and it shall include complete, neatly prepared drawings and wiring diagrams as well as a complete description of the proposed change, prior to submitting the proposed change to the

IUC-PG participating member, the contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, contractor shall provide as-built drawing of modifications.

6. Maintenance service

- a. Maintenance under this contract shall provide a constant high quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum of down time for any portion of the system
- b. When an elevator is shut down a sign shall be placed at each opening stating: "this elevator being serviced, please use elevator no. _____" and also they should identify as "elevator out of service." This is for times when the elevator is down for short periods. A record shall be maintained by the contractor of non-emergency maintenance items in need of correction which come to his attention and he shall provide this list to the IUC-PG participating member for necessary corrective action during the contractor's routine visits.
- c. Also see maintenance service under:

Section C: Maintenance Specifications - Traction Elevators

Section D: Maintenance Specifications - Hydraulic Elevators

Section E: Maintenance Specification - Escalators

7. Service records, reports, and logs

The contractor shall provide and keep current suitable check charts for each elevator, one shall be kept in the appropriate machine room of the building in which the elevator is located. The contractor shall properly initial, and date, the chart to indicate the work has been completed.

In addition to the check charts in each machine room the contractor shall maintain on the premises a log of arrival and departure times of all contractor employees. The log shall contain columnar line entries for date, employee position, classification, employee name, time of arrival, time of departure, hours worked, and type and extent of work performed on each unit. These logs will be copied and presented to the IUC-PG participating member, or its representative on a quarterly basis.

- a. The contractor shall maintain a database of the elevators under contract in a format utilizing 'Microsoft Excel'. Use of other software will require mutual consent between the university and the contractor. Two application programs will be maintained. The minimum fields or columns to be supplied for participating member applications and sorting include:
 - 1. Service data: date, time, building, university car number, state car number, caller, description of problem, people in car, call taken by, mechanic name, work type, arrival time, checkout time, total hours, hour multiplier, material used, material cost, action taken, work complete, car status, and two (2) blank fields for participating member use.
 - 2. Safety data: date, building, university car number, state car number, mechanic name, one (1) blank field for participating member use and safety test items which include alarm bells, general and emergency lighting, telephones, battery back-up, ADA signals and signage, firefighters service tests, and emergency lowering.

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- b. The fields, codes, and input data of the data base are subject to the approval of the IUC-PG participating member's representatives.
- c. The intent of the electronic format is to assess the performance, operational and repair cost of the elevators and the ability to tailor reports as needed. It is required that the contractor include routine preventive maintenance and service as part of the database for a more global look at the elevator equipment performance.
- d. The following reports are required periodically for all vertical transportation equipment:
 - 1. Quarterly reports for service calls, call backs, entrapment, downtime of out-of-service, invoice time and materials, elevator condition.
 - 2. A quarterly summation of all elevator service calls which will include, but not limited to; nature of the problem reported, what caused the failure, what was done to correct it and, if needed, recommendations on improvements or avoidance.
 - 3. Annual reports for safety devices that are to be tested once each year. The report must show test dates and conditions of the safety devices and cables.
 - 4. All elevators.
- e. Formatting of reports will be approved by the authorized participating member representative. Formatting may be changed or altered by the participating member if considered necessary. Additional reports may be requested by the participating member's representative(s).
 - 1. Reports must identify equipment by building and state identification number.
- f. The repair and service reports and the data base updates must be submitted within 14 calendar days, after the end of a calendar quarter. Data base updates will be submitted on a CD or flash drive.

8. Maintenance responsibility

- a. The contractor shall keep the elevators maintained to operate at the original contract speed keeping the 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,
- b. The IUC-PG, participating member (Director of Facilities Management or the designated representative) 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 his responsibility to make the necessary corrections within 30 days after his receipt of such notice. In the event that the deficiencies have not been corrected within 30 days, the IUC-PG participating member may terminate the contract and employ a contractor to make the corrections at the original bidder's expense.
- c. Approximately six (6) months prior to the end of the contract term the IUC-PG participating member (Director of Facilities Management or the designated representative) will make a thorough maintenance inspection of all elevators covered under the contract, at the conclusion of this inspection the IUC-PG participating member 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.

9. Working hours

- a. The maintenance work to be performed under these specifications shall be performed during normal working hours at each participating institution, Monday through Friday, IUC-PG participating member holidays excepted. Bidder shall submit with its bid, and update annually, together with supporting documentation, including copies of any relevant union collective bargaining agreements, a statement of the hourly rates paid to its mechanics and helpers for "regular time" work which term shall mean the hours herein above stated and shall be synonymous with the term "straight time hourly labor cost" as defined below in paragraph 9b. Bidder shall also state what constitutes "time and one-half."
- b. The contractor shall provide emergency callback service for all elevators under which the contractor agrees to have a workman report to the site of the emergency within one hour after receipt of a request for such service by telephone or otherwise from the IUC-PG or his representative. This emergency callback service shall be limited to minor adjustments or repairs to provide uninterrupted elevator service. Emergency callback service shall be performed as part of this contract without additional charge. Emergency callback service shall be provided during regular working hours at each participating institution on regular working days (Monday through Friday, excluding IUC-PG participating member designated holidays) for all elevators covered by this contract. In addition emergency callback service, as previously defined, shall be provided on a seven-day twenty-four hour basis, without additional charge for the elevators so noted in Attachment A, the contractor shall provide the university with names and telephone numbers of the persons to be contacted.
- c. Should callback occur during other than normal working hours, necessitating the payment by the contractor of premium or overtime wages, this contractor shall be responsible for the basis hourly rate paid but the IUC-PG participating member, upon receipt of properly documented bills, will pay the actual amount of the premium portion of the wage.

10. Reporting requirements

The contractor should use the university's elevator numbering system including the member institution's work order number on all time tickets and reports. The contractor shall provide and keep current suitable check charts for each elevator, one shall be kept in the appropriate machine room of the building in which the elevator is located. Requested copies shall be turned over to the IUC-PG participating member or his representative for review. Upon completion of maintenance, the contractor shall properly initial the chart and date the chart to indicate the work has been completed.

In addition to the check charts in each machine room the contractor shall maintain on the premises a log of arrival and departure times of all contractor employees. The log shall contain columnar line entries for date, employee position, classification, employee name, time of arrival, time of departure, hours worked, and type and extent of work performed on each unit. The log shall be kept with the IUC-PG participating member or other designated representative and shall be completed when the contractor's employee checks out with the IUC-PG participating member's work control at the completion each service visit. The date of each visit should be noted.

- a. The contractor shall maintain a database of the elevators under contract in a windows format utilizing "Microsoft Excel". Use of other software will require mutual consent between the participating member and the contractor. Two application programs will be maintained. The minimum fields or columns to be supplied for university applications and sorting include:
 1. Service data: date, time, building, university car number, state car number, caller, description of problem, people in car, call taken by, mechanic name, work type, arrival time, checkout time, total hours, hour multiplier, material used, material cost, action taken, work complete, car status, and two (2) blank fields for university use.

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2. Safety data: date, building, university car number, state car number, mechanic name, one (1) blank field for university use and safety test items which include alarm bells, general and emergency lighting, telephones, battery back-up, ADA signals and signage, firefighters service tests, and emergency lowering.
- b. The fields, codes, and input data of the data base are subject to the approval of the IUC-PG participating member's representatives.
- c. The intent of the electronic format is to assess the performance, operational and repair cost of the elevators and the ability to tailor reports as needed. It is suggested that the contractor include routine preventive maintenance and service as part of the data base for a more global look at the elevator equipment performance.
- d. The following reports are required periodically for all vertical transportation equipment:
 1. Quarterly reports for service calls, call backs, entrapment, downtime of out-of-service, invoice time and materials, elevator condition.
 2. A quarterly summation of all elevator service calls which will include, but not limited to; nature of the problem reported, what caused the failure, what was done to correct it and, if needed, recommendations on improvements or avoidance.
 3. Annual reports for safety devices that are to be tested once each year. The report must show test dates and conditions of the safety devices and cables.
 4. All elevators.
- e. Formatting of reports will be approved by the authorized university representative. Formatting may be changed or altered by the university if considered necessary. Additional reports may be requested by the participating member's representative(s).
 1. Reports must identify equipment by building and state identification number.
- f. The repair and service reports and the data base updates must be submitted within 14 calendar days, after the end of the calendar quarter. Data base updates will be submitted on a CD or flash drive.

11. Overtime

During the term of the contract, the IUC-PG participating member, Director of Facilities Management or the designated representative may, authorize the contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the IUC-PG participating member has made a determination that such action is in the overall best interest of the IUC-PG participating member. When this authority is granted the contractor shall pay his employees their usual overtime hourly rate and the IUC-PG participating member will reimburse contractor for the difference between his regular hourly rate and overtime hourly rate.

12. Travel time

Travel time should be included in the total cost of the repair and/or service and should be transparent to the IUC-PG participating member. The only exception being instances of emergency maintenance occurring in overtime hours and not including work crews.

13. Safety inspection and tests

a. All service and repair work shall be performed in compliance with the American National Standard Safety code for elevators, dumbwaiters, escalators, and moving walks ANSI a17.1-1978 and shall be subject to safety inspection by the IUC-PG participating member's Facilities Management Department. Periodic inspection of the elevators as required by the ANSI a17.1 code shall be performed by the contractor. The contractor shall provide personnel who are familiar with the equipment to perform tests. The contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ANSI a17.1 code. The test shall be conducted in the presence of the elevator inspector designated by the state of Ohio. Tests performed annually will be scheduled to comply with the annual five-year intervals specified in the ANSI code. It will be the responsibility of the contractor to determine when these tests are due. Perform monthly fireman's recall test, per the elevator code. The date of the test and the name of the person performing the test should be kept in a log in the elevator penthouse. After completion of the required safety tests, submit a document to the IUC-PG participating member's Facilities Management department indicating at least the following information. The document may be the contractor's standard form.

1. Type of test
2. Name of organization performing test
3. Address of the facility being tested
4. Elevator identification number
5. Car capacity
6. Speed
7. Type of elevator
8. Type of machine
9. Manufacture of safety
10. Type of safety
11. Indication that governor has been checked for proper tripped speed and that the overspeed switch is functional
12. Type, size and condition of governor rope before and after test
13. Load at which safety was tested
14. Speed at which governor tripped
15. Length of marks on each guide rail made by safety jaws
16. Number of turns remaining on drum
17. Did car or counterweight set level?
18. Did governor set satisfactory?
19. Was governor calibrated? At what speed?

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20. Was safety test satisfactory?
21. At what speed and load were buffers tested?
22. Was oil level satisfactory after test?
23. Indicate plunger compression return time
24. Indicate date test was made
25. Signature of individual performing tests
26. Any additional remarks that are applicable
27. Name of the state of Ohio representative witnessing the tests

b. After tests have been performed all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The contractor shall not be held responsible for any damage to the building and equipment caused by these tests unless such damage is a result of his negligence, failure to correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the contractor.

14. Drawing and wiring diagrams

a. Drawings, schematics, wiring diagrams, operating manuals, and similar technical materials which are furnished by the IUC-PG participating member to facilitate the contractor's work shall be maintained and revised by the contractor periodically as changes occur, the IUC-PG participating member on behalf of the contractor and at the contractor's sole cost and expenses may procure or assist the contractor in procuring any such required drawings, schematics, wiring diagrams, operating manuals, or similar technical materials. However, the contractor shall be solely responsible to determine which technical materials are required and to inform thereof. The IUC-PG participating member shall make available to the contractor any and all such technical materials already at its disposal and all bidders may examine same at any reasonable time before bid opening upon making arrangements, therefore, with the IUC-PG participating member. Such examination by bidders shall take place at the job site only, it is the bidders sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by the IUC-PG since the IUC-PG participating member does not warrant nor accept responsibility for the accuracy and completeness of such technical materials or their lack thereof. The contractor shall be required to advise the IUC-PG participating member of the need for any such materials and the contractor shall be required to procure any such needed materials which are not otherwise already available at its sole cost and expense. At the expiration of the contract, the contractor shall turn over to the IUC-PG participating member one copy of all such drawings, schematics, wiring diagrams, operating manuals, and similar technical materials, completely revised to the date of expiration of the contract covering such elevator and all related equipment covered by such contract. All such technical materials shall faithfully represent the then current "as modified," condition of all the state's equipment which is covered by such contract.

b. Any and all drawings and wiring diagrams furnished to the contractor by the IUC-PG or drawings and wiring diagrams prepared by the contractor for work under the contract shall be considered the property of the IUC-PG participating member and shall be accessible to the IUC-PG participating member or its representative at all times, and be turned over to IUC-PG participating member upon demand.

Section C

Maintenance Specifications - Traction Elevators

1. Maintenance service

a. Not more than one elevator per bank 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 scheduled with the IUC-PG participating member to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual troubleshooting time of 30 to 60 minutes the contractor shall notify the IUC-PG participating member when the elevator was taken out of service the reason why and what time the elevator is expected to be put back in service for proper and safe operation. The following schedule will be considered maximum shutdown times allowed:

1. Major repairs

- a. Cables-hoist, governor, compensating and tail ropes - completion within 4 working days.
- b. Brake coils and motor field coils - 10 working days
- c. Rewind motor or mg set armatures - 21 working days
- d. Turn down and undercut machine commutator - 4 working days
- e. Governor repairs - 2 working days
- f. Replace motor bearing - 5 working days

2. Minor repairs - completion within 2 working days:

- a. Replace relay coils
- b. Replace relays
- c. Replace door interlocks
- d. Replace door gibs
- e. Door operator repairs
- f. Repair selector drive tape

3. Minor repairs - completion within 4 working days:

- a. Replace door operator motor
- b. Replace selector drive motor
- c. Replace brake linings
- d. In an effort to minimize the service calls and optimize the reliability of the elevator signal and general lighting, the contractor will employ group re-lamping techniques on a per car per item basis. Example: If lights are out in the cars control panel then all lights in that central panel would be replaced with LED bulbs or if a corridor directional signal is out than all

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corridor directional signal lamps will be replaced with LED bulbs on that car, etc. The contractor will make an assessment of equipment and signal lighting, pro-rated for lamp life, and replace lamps on a periodic PM schedule. Fixture contacts push buttons key switches locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), and direction indicators.

- e. Car telephones.
- f. Car lighting.
- g. Vent fans.
- h. Controller a/c maintenance/repair.
- i. Maintenance security equipment.
- j. Everything in the hoistway and pit is the responsibility of the elevator service contractor including removal of water from the pit, maintenance of the sump pump, pit light, switch, and outlets. This includes replacement of burnt-out lights, switches, and outlets.

2. Spare parts

a. In addition to the minor spare parts herein before specified, the contractor shall have available at all times in stock at his local operating facility for immediate delivery and installation sufficient supply of the following emergency spare parts for the repair of each elevator system concerned. The inventory shall include, but not necessarily be limited to, the following:

- 1. Lamps, minimum two each type.
- 2. Door operator motors and gear reduction units, for both side slide and vertical bi-parting doors.
- 3. Transformers and rectifiers for each type and size used.
- 4. Relays and switches, minimum one of each type,
- 5. Controller and selector switch contacts and coils for each size and type used.
- 5. Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
- 7. Door interlocks.
- 8. Car door safety edge, complete, each type.
- 9. Car door photo electric safety device. Also infrared door detector curtains.
- 10. Car door electric door detectors complete to include preamplifiers and power pack.
- 11. Hanger rollers for both car and hall doors.
- 12. Limit switches and terminal stopping switches.
- 13. Roller guides for car.
- 14. Electronic tubes for each type and size used.

15. Flexible guide shoe gibs.

16. Torque wrenches and other small tools.

b. The contractor shall provide at the building spare parts and metal storage cabinets and metal containers for storage of waste and other flammable materials.

3. Items of preventive maintenance work

a. The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, the contractor shall perform the required additional preventive maintenance without added cost to the IUC-PG participating member.

b. Weekly preventive maintenance

1. Perform general inspection of machinery, sheaves, worm and gear motor brake selector or floor controllers (when used). Lubricate as required.
2. Empty drip pans, discard oil, in an approved manner, 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. Repair or replace as required.
7. Ride car and observe operation of doors, leveling, reopening devices, push buttons, lights, etc.
8. If rails are lubricated, check condition and lubrication, service lubricators.
9. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
10. Remove litter, dust, oil, etc. from all machine room equipment.
11. Clean trash from pit and empty drip pans.
12. Check condition of car switch handle; replace emergency release glass, if required.
13. Check governor and tape tension sheave lubrication. Lubricate if required.
14. Burned out lamps in hall lanterns, push buttons car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the contractor. Burned out lamps in elevator cars, machine rooms and pits shall be supplied by the IUC-PG participating member and installed by the contractor.

c. Monthly preventive maintenance

1. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices.

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2. Check door operation, clean, lubricate and adjust brakes, checks, linkages gears, wiring motors , check keys, set screws, contacts, chains, cams and door closer. Repair as necessary.
 3. Check selector. Clean, adjust, lubricate and repair as necessary brushes, dashpots, traveling cables, chair panel magnets, wiring, contacts, relays, tapes drive and broken tape switch.
 4. Check car. Clean, adjust, lubricate and repair car door and gate tracks, pivots, hangers, car grill, side and top exits.
 5. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
 6. Visually inspect controller contacts and relays. Check adjustment and replace contacts as required.
 7. 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, repair, and lubricate as necessary.
 8. Check oil level in car and counterweight oil buffers and oil as required.
 9. 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 seating and wear, replace or adjust as required.
 10. Check, adjust, and make necessary repairs:
 - a. Car ventilation system
 - b. Car position indicators
 - c. Director stations
 - d. Hall and car call buttons
 - e. Hall lanterns
 - f. This car up signs
- d. Quarterly preventive maintenance
1. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 2. Check hoistway doors, clean, lubricate, make necessary repairs and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.
 3. Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
 5. Inspect all fastenings and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension. Replace or repair as necessary.
 6. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and check for any bearing wear, repair as necessary.

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7. In the car, test alarm bell system, clean light fixtures. Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, and fastenings. Test emergency switch (ground case if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counter-weight gibs, shoes or roller guides, lubricate and adjust, if necessary. Make necessary repairs.
 8. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.
 9. 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.
 10. Clean and examine governor rope, replacing if needed. (do not lubricate governor rope).
- e. Semi-annual preventive maintenance
1. Check controllers. Replace filters, check and repair a/c unit, clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. Adjust and lubricate. Check, clean and inspect fuses and holders and all controller connections. Repair as necessary.
 2. In hoistway, 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 cams, sheaves, sills, bottom of platform, car tops, counterweights, and hoistway walls. Replace sills when worn beyond limits.
 4. Inspect sheaves to ensure they are tight on shafts. X-ray sheaves including spokes and rim for cracks. Repair as necessary.
 5. Examine all hoist ropes for wear, lubrications, length and tension. Replace, lubricate and adjust as required to meet code requirements.
 6. On tape drives, check hitches, and broken tape switch. Replace/repair as necessary.
 7. Check car sills channels for bends or cracks, also car frame, cams, supports and car steadying plates. Replace/repair as necessary.
 8. Lubricate moving parts of vertical rising or collapsible car gates, check pivot points, sheaves, guides and track for wear. Replace/repair as necessary.
 9. Lubricate guide shoe stems.
 10. Check governor and tape tension sheave fastenings. Repair as necessary.
 11. For bi-parting doors, clean chairs, tracks and sheaves, lubricate as required. Check door contacts. Replace if necessary.
 12. Check fastenings and operation of door checks, interlocks and clean and lubricate pivot points as required.
- f. Annual preventive maintenance
1. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant.

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2. Remove, dismantle, clean and lubricate brake cores on brakes clean linings if necessary and inspect for wear. Correct excess wear and adjust to 125% of load.
3. Inspect motor-generator and hoist motor armatures and rotor clearances. Check motor and mg set connection and lubricate in accordance with manufacturer's instructions. This includes checking and cleaning S.C.R. units.
4. Drain, flush and refill oil reservoirs of each hoisting motor and motor generator.
5. Check and reset if necessary all brushes for neutral settings, proper quartering and spacing on commutators.
6. Group supervisory control systems where installed shall be checked out, the system's dispatching scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature.

Section D

Maintenance Specifications - Hydraulic Elevators

1. Maintenance service

- a. Not more than one elevator per bank 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 scheduled with the Director of Facilities Management or the designee to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than the usual troubleshooting time of 30 to 60 minutes the contractor shall notify the Director of Facilities Management or the designee when the elevator was taken out of service the reason why and what time the elevator is expected to be put back in service for proper and safe operation, the following schedule will be considered maximum shutdown times allowed.

- 1. Minor repairs - completion within 1 working day

- a. Replace relay coils
- b. Replace relays
- c. Replace door interlocks
- d. Replace door gibbs
- e. Door operator repairs
- f. Repair selector drive tape
- g. Replace valves

- 2. Minor repairs - completion within 2 working days

- a. Replace door operator motor
- b. Replace selector drive motor
- c. Replace pump unit

- 3. Everything in the hoistway and pit is the responsibility of the elevator service contractor including removal of water from the pit, maintenance of the sump pump, pit light, switch, and outlets. This includes replacement of burnt-out lights, switches, and outlets.

- a. In an effort to minimize the service calls and optimize the reliability of the elevator signal and general lighting, the contractor will employ group re-lamping techniques on a per car per item basis. Example: If lights are out in the cars control panel than all lights in that central panel would be replaced or if a corridor directional signal is out than all corridor directional signal lamps will be replaced on that car, etc. The contractor will make an assessment of equipment and signal lighting, pro-rated for lamp life, and replace lamps on a periodic PM schedule. Fixture contacts push buttons key switches locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall) and direction indicators.

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- b. Car telephones.
- c. Car lighting.
- d. Vent fans.
- e. Controller a/c maintenance/repair.
- f. Maintenance security equipment.

2. Spare parts

- a. In addition to the minor spare parts herein before specified the contractor shall have available at all times for immediate delivery and installation in stock at his local operating facility sufficient supply of the following emergency spare parts for the repair of each elevator system concerned, the inventory shall include, but not necessarily be limited to, the following:
 - 1. Lamps, minimum two each type.
 - 2. Door operator motors and gear reduction units, for both side slide and vertical bi-parting doors.
 - 3. Transformers and rectifiers for each type and size used.
 - 4. Relays and switches, minimum one of each type.
 - 5. Pressure, relief and control valves for each type and size used.
 - 6. Controller and selector switch contacts and coils for each size and type used.
 - 7. Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
 - 8. Door interlocks.
 - 9. Car door safety edge, complete, each type.
 - 10. Car door photo electric safety device.
 - 11. Car door electric door detectors complete to include preamplifiers and power.
- b. The contractor shall provide at the building spare parts and metal storage cabinets and metal containers for storage of waste and other flammable materials.

3. Items of preventive maintenance work

- a. The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe reliable operation as specified by the manufacturer, the contractor shall perform the required additional preventive maintenance without added cost to the participating IUC-PG member.
- b. Weekly preventive maintenance
 - 1. Perform general inspection of machinery, pumps, piping, drive valves, selector or floor controllers (when used), lubricate as required.

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2. Empty drip pans, discard oil, check reservoir oil level.
 3. Inspect and lubricate machinery, contacts, linkage and gearing.
 4. Clean and inspect controllers, selectors, relays, connectors, contacts, etc.
 5. Ride car and observe operation of doors, leveling, reopening devices, smoothness, etc.
 6. If rails are lubricated, check condition and lubrication, service lubricators.
 7. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
 8. Remove litter, dust, oil, etc. From all machine room equipment.
 9. Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage. Replace seals as necessary.
- c. Monthly preventive maintenance
1. Observe operation of elevator throughout its full range and at all floors it serves to test controls safety devices, leveling, leveling and other devices. If creeping is excessive, determine cause and correct it.
 2. Check door operation clean lubricate and adjust brakes: check linkages, gears, and wiring motors; check keys, set screws, contacts; chains, and cams. Repair as necessary.
 3. Inspect exterior of cab. Test telephone or intercommunication system, normal and emergency lights, security system, fan, emergency call system or alarm call station. Make needed repairs.
 4. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail, lubricators, and etc.
 5. Observe operation of motor and pump oil lines tank controls, plunger, packing, etc. Adjust or repair as required.
 6. Test manual and emergency control.
 7. Check packing glands of valves and cylinder and tighten to prevent loss of fluids. Replace/repair as necessary.
 8. Visually inspect controller contacts and relays. Check adjustment and replace contacts as required.
 9. Clean, lubricate, check door brake, operation of door checks, check keyways, set screws, contacts, etc.
 10. Observe operation of signal system used.
 11. Check locking bar operation (where used) and lubricate as required.
 12. Check sill filler operation (where used) and lubricate as required.

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- d. Quarterly preventive maintenance
 - 1. Check leveling operation, clean and adjust leveling switches, hoistway vanes magnets, and inductors. Repair and/or adjust for proper leveling.
 - 2. Check hoistway doors, clean, lubricate and adjust tracks, hangers, and up-thrust eccentrics, linkage gibs and interlocks.
 - 3. Clean adjust and lubricate car door or gate tracks, pivots, hangers.
- e. Semi-annual preventive maintenance
 - 1. Check controllers. Clean with vacuum cleaner, check alignment of switches, relays, timers, contacts, hinge pins, etc. Adjust and lubricate. 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 hoistway 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 beams, sills, bottom of platform, car tops and hoistway walls.
 - 4. Clean car light fixture or luminous ceiling panel.
 - 5. On tape drives, check hitches and broken tape switch. Repair as necessary.
 - 3. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.
 - 7. Lubricate moving parts of vertical rising or collapsing car gates. Check pivot points, sheaves, guides and track for wear. Repair as necessary.
 - 8. Lubricate guide show stems.
 - 9. Check governor and tape tension sheave fastenings.
 - 10. For bi-parting doors clean chains, tracks and sheaves, lubricate as required. Check door contacts.
 - 11. Check fastenings and operation of door checks, interlocks, clean and lubricate pivot points as required.
- f. Annual preventive maintenance
 - 1. Thoroughly clean car guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant.
 - 2. Take a sample of hydraulic fluid and if conditions indicate, have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers, drain and replace fluid if it fails to meet manufacturer's specified properties.
 - 3. Thoroughly clean the mechanism, pit, top and bottom of car, etc.
- g. Contractor will have a comprehensive, written program to monitor oil levels, at minimum monthly, for all hydraulic units. Any discrepancies shall be reported to the participating member's representative immediately.

Section E

Maintenance Specification - Escalators

1. Maintenance service

Contractor will regularly and systematically examine adjust, lubricate as required and if conditions warrant, repair or replace:

- a. Machine worm, gear external gearing drive chain, thrust bearing main bearings, brake pulley, brake coil, linings and component parts.
- b. Motor, motor windings, rotating elements and bearings.
- c. Controller, all relays, contacts, coils, resistance for operating transformers and operating rectifiers.
- d. Handrail, handrail drive chains, handrail brush guards, handrail guide rollers alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.
- e. Upper drive bearings tension sprocket bearings, upper newel bearings, and lower newel bearings.
- f. Contractor will also examine periodically all safety devices and furnish all necessary high quality lubricants as required.
- g. Contractor will not be required to assume responsibility for balustrades, escalator lighting and wedge guards.

Section F

Examination and Lubrication Service

1. Scope

The contractor will provide all labor tools materials and lubricants necessary for and incidental to furnishing examination and lubrication on the elevators and/or dumbwaiters specified.

2. Work to be performed

Unless otherwise specified under the individual items, the contractor will as a minimum of once a month, examine and provide preventive maintenance.

a. The preventive maintenance specified herein is considered the minimum for all equipment.

b. Monthly preventive maintenance

1. Perform general inspection of machinery sheaves, worm and gear motor, brake selector or floor controllers (when used). Lubricate as required.
2. Empty drip pans, discard oil, in an approved manner, 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. If rails are lubricated, check condition and lubrication. Service lubricators.
9. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
10. Remove litter, dust, oil, etc. From all machine room equipment,
11. Clean trash from pit and empty drip pans.
12. Check condition of car switches, handle, and replace emergency release glass, if required.
13. Check governor and tape tension sheave lubrication.
14. Burned out lamps in hall lanterns, push buttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the contractor. Burned out lamps in elevator cars machine rooms and pits shall be supplied by the participating IUC-PG member and installed by contractor.
15. Everything in the hoistway and pit is the responsibility of the elevator service contractor, including removal of water from the pit, maintenance of the sump pump, pit light, switch, and outlets. This includes replacement of burnt-out lights, switches, and outlets.

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16. Observe operation of elevator throughout its full range and at all floors it serves to test controls safety devices, leveling, releveling, and other devices.
17. Check door operation, clean, lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screws, contacts, chains, cams and door closer.
18. Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch. Repair/replace as necessary.
19. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.
20. Inspect interior of cab. Test telephone or intercommunication system, normal security system and emergency lights fan, emergency call system or alarm, car station. Make needed repairs.
21. Visually inspect controller contacts and relays. Check adjustment and replace contacts as required.
22. 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 or repair as necessary.
23. Check oil level in car and counterweight oil buffers and add oil as required.
24. 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 seating and wear, replace or adjust as required.
25. Check, adjust, replace/repair:
 - a. Car ventilation system
 - b. Car position indicators
 - c. Director stations
 - d. Hall and car call buttons
 - e. Hall lanterns
 - f. This car up signs
26. Everything in the hoistway and pit is the responsibility of the elevator service contractor including removal of water from the pit, maintenance of the sump pump, pit light, switch, and outlets. This includes replacement of burnt-out lights, switches, and outlets.
 - a. In an effort to minimize the service calls and optimize the reliability of the elevator signal and general lighting, the contractor will employ group re-lamping techniques on a per car per item basis. Example: If lights are out in the cars control panel than all lights in that central panel would be replaced or if a corridor directional signal is out than all corridor directional signal lamps will be replaced on that car, etc. The contractor will make an assessment of equipment and signal lighting, pro-rated for lamp life, and replace lamps on a periodic PM schedule. Fixture contacts push buttons key switches locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), and direction indicators.
 - b. Car telephones.

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- c. Car lighting.
 - d. Vent fans.
 - e. Controller A/C maintenance/repair.
 - f. Maintenance security equipment.
- c. Quarterly preventive maintenance
1. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets and inductors. Repair and/or adjust for proper leveling. Replace/repair as necessary
 2. Check hoistway doors, clean lubricate and adjust tracks, hangers and up-thrust eccentrics, linkage gibs and interlocks.
 3. Clean adjust and lubricate car door or gate tracks, pivots, hangers.
 4. On hoistway doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkage gibs and interlocks. Replace/repair as necessary.
 5. Inspect all fastenings and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
 6. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear. Safety cable - repair/replace as necessary.
 7. In the car, test alarm bell system, clean light fixtures. Inspect, clean and adjust retiring cam device chain, dashpots, commutators, brushes cam pivots, fastenings, 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 guides, lubricate and adjust, if necessary.
 8. In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty and clean oil drip pans.
 9. 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.
 10. Clean and examine governor rope, replacing if needed. (do not lubricate governor rope). Repair/replace as necessary.
- d. Semi-annual preventive maintenance
1. Check controllers. Clean with vacuum cleaner, check alignment of switches, relays, timers, contacts, hinge pins etc. Adjust and lubricate. 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 hoistway, 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 cams, sheaves, sills, bottom of platform, car tops, counterweights, and hoistway walls.

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4. Inspect sheaves to ensure they are tight on shafts. X-ray sheaves including spokes and rim for cracks. Repair as necessary.
 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. Repair/replace as necessary.
 7. Check car stile channels for bends or cracks, also car frame, cams, supports and car steadying plates.
 8. Lubricate moving parts of vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track for wear.
 9. Lubricate guide shoe stems.
 10. Check governor and tape tension sheave fastenings.
 11. For bi-parting doors clean chains, tracks and sheaves, lubricate as required, check door contacts.
 12. Check fastenings and operation of door checks, interlocks and clean and lubricate pivot points as required.
- e. Annual preventive maintenance
1. Thoroughly clean car and counterweight guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.
 2. Remove, clean and lubricate brake cores on brakes clean linings, if necessary, and inspect for wear. Correct excess wear and adjust.
 3. Inspect motor-generator and hoist motor armatures and rotor clearances. Check motor and mg set connection and lubricate in accordance with manufacturer's instructions.
 4. Drain flush and refill oil reservoirs of each hoisting motor and motor generator.
 5. Check and reset if necessary all brushes for neutral settings, proper quartering and spacing on commutators.
 6. Group supervisory control systems where installed shall be checked out. The system's dispatching, scheduling and emergency service features shall be tested and adjusted in accordance with manufacturer's literature.
- f. The elevator contractor will perform (as required) a full load or no load safety test and inspection and any other safety tests required by the state of Ohio, copies of these test reports will be forwarded to the state elevator division and to the university department for file and record. Contractor will re-socket (re-shackle) as required by the state of Ohio at no additional cost to the participating member.
- g. All work included in the contract price will be performed during the regular working hours of regular working days of the elevator trade. No work parts of supplies except those specified herein are included in the monthly rate, should any additional callbacks or repairs be required, and this work will be provided in addition to the contract price at the contract's billing rates for labor and materials specified in the contract.

General information

1. The bidder will be responsible for making his own initial inspection of the location and condition of the equipment to be serviced. If a governor and safety test is desired, it shall be at the expense of the bidder.
2. Site inspections will be arranged by each participating member. Phone numbers and contact names are provided within this RFP. Please see Attachment B. Vendors are responsible for contacting the named individual at each institution to arrange a time for their inspections. **The inspections must be completed between the dates of April 18, 2011 through May 6, 2011.**
3. Proposals will be irrevocable for 180 days.
4. It is the obligation of the bidder through diligent inquiry and/or site inspection to ascertain the scope of the work and to clarify any patent ambiguities. Bidders will not be relieved from legal liability on account of bidding errors, which could have been avoided by such inquiry or inspection.
5. The IUC-PG reserves the right to reject any and all proposals.
6. Proposals must be made upon the form provided. The blank places in the form must be filled in as noted and no change shall be made in phraseology of the proposal or in the items mentioned therein, proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities or any kind may be rejected. Proposal must be signed by the bidder in accordance with the directions of this RFP.
7. In submitting this proposal the bidder declares that he is the only person interested in the said proposal; that it is made without any connection with any person making another proposal for the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation.

The bidder further understands and agrees that he is to furnish and provide all the necessary material machinery implements, tools, labor, services, and all else necessary to do and perform all the work under the aforesaid conditions to complete the work in accordance with the specifications which are a part of the proposal. Power to operate the above equipment will be supplied by the participating IUC-PG member.

The bidder understands that comparison of proposal will only be made at the lump sum maintenance price bid for the first year herein before specified and that acceptance or rejection of proposal will be made within 180 days of opening of proposal with the IUC-PG reserving the right to reject any or all proposals. On acceptance of this proposal for the above work for the equipment listed the bidder hereby binds itself to enter into written contract with the IUC-PG incorporating all the specifications hereunder, within such time as the IUC-PG may direct.

8. The IUC-PG's intent is to enter into a one (1) year maintenance contract; with the provisions to renew for up to four, one (1) year renewal contracts. If all five (5) years of the agreement are exercised, the time frame would be from approximately July 1, 2011 – June 30, 2016. Each year the contractor and the IUC-PG on or about April 1st will negotiate any change in contract price, to become effective the following July 1st, due to the increase or decrease of material or labor cost to the contractor.
9. **Price adjustments**

The contract prices are subject to adjustment for each fiscal period (July 1 through June 30) in the following manner:

Elevator Maintenance and Repair

Proposal Due Date: May 26, 2011, 3:00 P.M., Local Time

The labor portion of the contract price will be increased or decreased by the percentage of increase or decrease in the then current and published straight-time hourly rate for elevator constructors (mechanics), as compared with the rate for previous fiscal year and in effect on April 1. The straight-time hourly rate for elevators constructors (mechanics) will be the actual hourly rate paid to such mechanics plus additive fringe benefits which may include but are not limited to pensions, vacations, paid holidays group life insurance, sickness and accident insurance and hospitalization insurance.

Current (April 1st, 2010) labor rate per hour including additive fringe benefit was \$74.1583

The material portion of the contract price will be increased or decreased by the percentage of increase or decrease in the current Producer Metals and Metal Products commodity index (formerly Wholesale Metals and Metal Products index) published by the US Department of Labor, Bureau of Labor Statistics as compared with the rate of the previous fiscal year and in effect on February 1st.

Current (February 1st, 2010) material rate. Index was \$200.50

Adjustments will be calculated and become effective July 1st for the next fiscal year (July 1, through June 30).

10. The questionnaire is to be completed and returned with your proposal. Failure to complete and return this information may result in the rejection of your proposal.

11. Parking

Contractor's marked trucks or workmen in private cars will be permitted to enter campus or hospital receiving area to load or unload and then park in designated university parking lots at regular visitor rates.

Contractor will be responsible for making arrangements with the IUC-PG member's Parking Office.

Parking charges will be paid by the contractor.

If applicable to each participating IUC-PG member, Campus drives may be restricted to 30-minute loading/unloading. A permit to do this may be acquired from the gate attendant. A copy of the service contract or the purchase order may be required for a permit. Violators of these policies will be cited or towed.

12. Changes - additions, deletions or revisions in equipment shall be effective only when a change order is issued by the participating member institution.

13. The description for each item identifier number includes: (1) elevator type code (2) state number, (3) location

The participating IUC-PG members reserve the right to remove elevators while they are being retrofitted and to add them back at a later date. No fees will be charged during this time period.

SCHEDULE A Vendor Data Sheet

Respond to all items in Schedule A: failure to do so may invalidate your proposal. The IUC-PG reserves the right to request (at its sole discretion) from some or all of the respondents, any further information or documentation that it deems necessary for the issuance of an agreement.

Company Name: _____ _____	Address: _____ _____
Fed Tax ID: _____	Website: _____
Telephone #: _____	FAX #: _____

Contact Name: _____	Contact Address: _____
Contact Telephone #: _____	_____
Contact FAX #: _____	_____
Contact Email Address: _____	_____

State of Ohio Certified Minority Business Enterprise (check one, and attach current certification): Yes _____ No _____	Payment Terms: _____ Delivery Terms: FOB: _____
State of Ohio Certified EDGE Vendor check one, and attach current certification): Yes _____ No _____	

If awarded an agreement, please indicate if you will extend similar prices and terms to other IUC-PG members and the Association of Independent Colleges and Universities of Ohio (AICUO - Appendix A). Check one and sign below.

Yes _____ No _____		
_____ (Signature)	_____ (Title)	_____ (Date)

SCHEDULE B

REFERENCE FORM

1. **References:** Provide the following information:

	Name	Contact	Telephone Number	E-mail Address
A higher education institution that has done business with your firm since at least January 1, 2010				
A 2 nd higher education institution that has done business with your firm since at least January 1, 2010.				
A public or private institution that has done business with your firm since at least January 1, 2010.				

Submitted by:
 Company _____

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

SCHEDULE C

Vendor Questionnaire:

1. Due to the need for quick response time to service requests the IUC-PG prefers the vendor to be within a 20 mile radius of the participating university. Do you have offices located within a 20 mile radius of all listed IUC-PG members?

_____ YES _____ NO

If no, please list your nearest location and the number of miles away those not within the 20 mile radius:

2. What is your response time for emergency repair requests?

3. What is your response time for non-emergency requests?

4. The various participating IUC-PG members may have multiple service requests at one time requiring multiple technicians, mechanics, or helpers. How many technicians, mechanics, and helpers do you have on staff?

of technicians _____ # of mechanics _____ # of helpers _____

5. What are your hours of operation?

6. For our larger institutions, the mechanics assigned to service the elevators on their contract should not be called for service on any other accounts. Do you agree to assign mechanics to work 100% of their time for the larger IUC-PG participants?

_____ YES _____ NO

Please explain how you plan to handle the smaller schools to also guarantee them a very short turnaround for repairs? Please identify those schools which will not be given assigned repair individuals.

(Please use a separate sheet if necessary to clearly explain your plan.)

7. For all of your offices that will work with the participating IUC-PG members, please submit the following information for each individual school. Please duplicate this form as necessary:

Sales personnel:

Show Participating IUC-PG member school here:

<u>Name of employee</u>	<u>Title</u>	<u># of years with company</u>	<u>Total years of experience</u>
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Supervisory personnel:

Show Participating IUC-PG member school here:

<u>Name of employee</u>	<u>Title</u>	<u># of years with company</u>	<u>Total years of experience</u>
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Field engineer:

Show Participating IUC-PG member school here:

<u>Name of employee</u>	<u>Title</u>	<u># of years with company</u>	<u>Total years of experience</u>

Field personnel (examiners, mechanics, helpers):

Show Participating IUC-PG member school here:

<u>Name of employee</u>	<u>Title</u>	<u># of years with company</u>	<u>Total years of experience</u>

8. List five (5) or more locations where your company maintains traction units:

<u>Location</u>	<u>Make</u>	<u>Type (capacity stops, openings)</u>

9. Approximate number and current replacement value of new replacement parts for elevators in each of your local operations.

_____ # of replacement parts \$_____ replacement value

10. Method employed for contacting mechanic to assign a trouble call on both, regular and overtime callbacks, the participating IUC-PG members may requires the ability to directly contact elevator mechanics who are assigned to this contract. The preferable contact method is cellular telephone.

11. For providing assistance in vertical transportation design requirements for new construction modernization of existing installations, elevator and traffic analysis, and layout design, list the following information:

- A. Your factories are located at: _____
- B. Location of engineering design dept. _____
- C. Location of Research & Development dept. _____
- D. Number of engineers located in Ohio regional offices: _____

12. List source of major replacement parts such as worm and gears, armatures, rotors, stators, field coils for rotating equipment and drive sheaves. (Add additional lines as necessary)

<u>Part</u>	<u>Source</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE D

THE INTER-UNIVERSITY COUNCIL PURCHASING GROUP CERTIFICATION FORM

(Please check and/or complete the appropriate response – see shaded areas)

- Minority Business Enterprise-** The Bidder is is not a minority business enterprise. A minority business is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are certified by the state of Ohio Equal Opportunity Center, and who are members of one of the following economically disadvantaged groups: African-Americans, Native-Americans, Asian-Americans, and Hispanic-Americans.
- Buy American-**The goods are are not produced or mined in the United States of America, its possessions, or Puerto Rico.
- Buy Ohio-**Note: Economic preference shall be awarded to Ohio Bidders and Bidders from “Border” states (Indiana, Kentucky, Michigan, New York, Pennsylvania, and West Virginia), provided those states do not impose economic restraints on products produced or mined in Ohio. An “Ohio Bidder” describes one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25 percent of the manufactured cost) or a Bidder who demonstrates significant Ohio economic presence (defined to mean business organization that: have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

The Bidder is is not considered a Bidder from a “Border State” or an “Ohio Bidder,” as described above.

4. **Conflict of Interest-**

4-a. The Bidder certifies that **none** of the company’s directors or principal officers is employed by or affiliated with the Inter-University Council – Purchasing Group or any of its members.

4-b. Should any of the Bidder’s directors or principal officers also be employed by or be affiliated with the Inter-University Council – Purchasing Group, or its members, **the Bidder will so certify by listing their name(s) and title(s) below:**

Name of Company Director or Principal

Officer Affiliated With or Employed

By the IUC - Purchasing Group or its members

Title

Failure to complete this document with requested information concerning any of the representations cited above may disqualify your proposal. The Inter-University Council – Purchasing Group, at its discretion, may disqualify your proposal if any such representations are deemed inaccurate or any such employment of affiliation creates a potential conflict of interest.

Signed: Title:

Company Name:

Supplier Federal Tax I.D. Number :

SCHEDULE E
IUC-PG INQUIRY FORM

INQUIRY NAME: Elevator Maintenance and Repair RFP

INQUIRY NUMBER: UN11-082

INQUIRY DUE DATE (Questions): **Question Deadline: 3:00 P.M, Local Time – May 12, 2011**
Questions received prior to the deadline will be addressed via an
Addendum posted to the IUC-PG website.

TODAY'S DATE: _____

COMPANY NAME _____

COMPANY REPRESENTATIVE: _____

TELEPHONE NUMBER: _____

E-Mail Address: _____

PLEASE BE SPECIFIC ABOUT YOUR INQUIRY AND/OR CLARIFICATION.	RFP <u>PAGE NUMBER</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please e-mail this form no later than **3:00 P.M., Local Time on May 12, 2011 to the attention of:**

Andy Grant
Bowling Green State University
Director of Business Operations
103 Park Avenue
Bowling Green, Ohio 43403

Phone: (419) 372-3905
E-mail: agrant@bgsu.edu

Answers to all questions will be posted to the IUC-PG website by May 19 2011 at 5:00 p.m., local time.

SCHEDULE F

IUC-PG Elevator Maintenance and Repair RFP

Credit Card Acceptance Form

All sections must be completed on form(s) provided or your bid may be judged non-compliant and disqualified as non-responsive

Will your company accept credit cards? yes no

If yes, what is the maximum dollar limit per transaction? \$ _____

Does your company charge a fee for use of credit cards? yes no

If yes, under what circumstances? _____

(Indicating "yes" will be viewed as an extra charge. Companies are strongly discouraged from charging credit card transaction fees.)

If yes, what is the percentage charged for each transaction? _____

Submitted by: Company _____

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

SCHEDULE G

Vendor Authorization to do business in the State of Ohio

The undersigned (if a corporation) warrants that it is duly authorized to do business in the state of Ohio.

Company Name	Signature	Title	Date
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Attachment A - IUC-PG Member Elevator List and Vendor Pricing Sheets

See Attachment A (EXCEL Document)

Attachment B: IUC-PG Elevator Maintenance and Repair RFP (UN11-082)

Contact Names and Information for Site Visits:

Site Visits will be made between April 18, 2011 and May 6, 2011


Bidders must contact the individuals named below for each participating IUC-PG member institution to set up a date and time for their on-site visits.

	Participating IUC-PG Member	Contact Name	Telephone Number	E-Mail Address
1)	Bowling Green State University	Tom Rutter	419-372-7657	trutter@bgsu.edu
2)	Central State University	Clinton Brown	937-376-6664	cbrown@centralstate.edu
3)	Cleveland State University	Shehadeh Abdelkarim	216-687-6964	s.abdelkarim@csuohio.edu
4)	Miami University	Scott Rein	513-529-0169 Office 513-839-0731 Cell	reinse@muohio.edu
5)	Ohio University	Mike Gebeke	740-593-2928	gebeke@ohio.edu
6)	Shawnee State University	Butch Kotcamp	740/351/3429	bkotcamp@shawnee.edu
7)	The University of Akron	Joe Kiba	330-972-8522 Office 330-714-0238 Cell	jskiba@uakron.edu
8)	Washington State Community College	Byron Hoffee	740-374-8716	bhoffee@wscc.edu

Attachment C

Bidder is to submit a Notarized Statement, on their company letterhead, on their competency as described on Page 17, Item # 3, b. Competency of bidder.

Appendix A
Member Institutions of the Inter-University Council Purchasing Group

	<p>CHAIRPERSON</p> <p>MIAMI UNIVERSITY MR. WILLIAM SHAWVER DIR. OF PURCH. & CENTRAL SVCS. 102 BONHAM HOUSE OXFORD, OH 45056 (513) 529-9200 FAX (513) 529-9201 shawweg@muohio.edu</p>	<p>DIRECTOR OF STRATEGIC PROCUREMENT</p> <p>MR. GENE STEPHENS IUC-PURCHASING GROUP 10 WEST BROAD STREET, Suite 450 COLUMBUS, OH 43215 (330) 968-4460 FAX (330) 968-4461 es@uakron.edu</p>
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STATE UNIVERSITIES

<p>BOWLING GREEN STATE UNIV. MR. ANDREW GRANT DIRECTOR OF BUSINESS OPERATIONS 103 PARK AVENUE BOWLING GREEN OH 43403 (419) 372-3905 FAX (419) 372-8416 agrant@bgsu.edu</p>	<p>CENTRAL STATE UNIVERSITY MR. HARLAN R. HENDERSON DIR. OF BUSINESS SERVICES PO BOX 1004 WILBERFORCE, OH 45384-1004 (937) 376-6304 FAX (937) 376-6141 hhenderson@centralstate.edu</p>	<p>CLEVELAND STATE UNIVERSITY MR. MIKE EAMES INTERIM DIR. OF PURCHASING SERVICES 2121 EUCLID AVENUE CLEVELAND, OH 44115 (216) 687-3600 FAX (216) 687-9361 m.eames@csuohio.edu</p>
<p>KENT STATE UNIVERSITY MR. TIM KONCZAL DIRECTOR OF PROCUREMENT 229 SCHWARTZ CENTER 800 EAST SUMMIT STREET PO BOX 5190 KENT, OHIO 44242 330-672-9192 FAX 330-672-7904 tkonczal@kent.edu</p>	<p>MIAMI UNIVERSITY MR. WILLIAM SHAWVER DIR. OF PURCH. & CENTRAL SVCS. 102 BONHAM HOUSE OXFORD, OH 45056 (513) 529-9200 FAX (513) 529-9201 shawweg@muohio.edu</p>	<p>OHIO UNIVERSITY MS. LAURA NOWICKI DIR., PROCUREMENT SERVICES 213 HDL CENTER ATHENS, OH 45701-2979 (740) 597-3261 FAX (740) 593-2144 nowicki@ohio.edu</p>
<p>SHAWNEE STATE UNIVERSITY MS. PAT CARSON DIRECTOR, PURCHASING 940 SECOND STREET PORTSMOUTH, OH 45662 (740) 351-3460 FAX (740) 351-3567 pcarson@shawnee.edu</p>	<p>THE OHIO STATE UNIVERSITY MR. TOM CRAWFORD DIRECTOR, PURCHASING, RECEIVING, STORES, MAIL and TRAVEL SERVICES 2650 KENNY ROAD COLUMBUS, OH 43210 (614) 292-9393 FAX (614) 292-6913 crawford.187@busfin.osu.edu</p>	<p>THE UNIVERSITY OF AKRON MR. ANDREW ROTH DIRECTOR OF PURCHASING 100 LINCOLN STREET AKRON, OH 44325-9001 (330) 972-7340 FAX (330) 972-5564 aroth1@uakron.edu</p>
<p>THE UNIVERSITY OF TOLEDO MS. JENNIFER PASTOREK DIRECTOR, PURCHASING SERVICES 2801 W. Bancroft St, MS460 TOLEDO, OH 43606 (419) 530-8707 FAX (419) 530-8711 jennifer.pastorek@utoledo.edu</p>	<p>UNIVERSITY OF CINCINNATI MR. THOMAS B. GUERIN DIR. OF PURCHASING & MAT. MGT. PO BOX 210089 CINCINNATI, OH 45221-0089 (513) 556-2389 FAX (513) 556-5262 thomas.querin@uc.edu</p>	<p>WRIGHT STATE UNIVERSITY MR. JERRY BLACK DIRECTOR OF PURCHASING 3640 COLONEL GLENN HIGHWAY DAYTON, OH 45435-0001 (937) 775-2411 FAX (937) 775-3711 jerry.black@wright.edu</p>

MEDICAL COLLEGE

<p>YOUNGSTOWN STATE UNIV MR. BILL WHELOCK DIR. PROCUREMENT SERVICES JONES HALL, ROOM 2013 ONE UNIVERSITY PLAZA YOUNGSTOWN, OH 44555 (330) 941-3193 FAX (330) 941-1962 wwhelock@ysu.edu</p>		<p>NORTHEASTERN OHIO UNIV. COLLEGE OF MEDICINE & PHARMACY MS. KATHY PORTER CONTROLLER 4209 STATE ROUTE 44 P.O. BOX 95 ROOTSTOWN, OHIO 44272 (330) 325-6375 FAX (330) 325-6392 kporter1@neucom.edu</p>
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(Revised 1/1/2011)

Appendix A (Continued)

**Member Institutions of
The Inter-University Council Purchasing Group**

COMMUNITY COLLEGES

<p>CINCINNATI STATE TECHNICAL AND COMMUNITY COLL. MR. JEFFERY L. COOK DIR. OF PURCH. AND MTL. MGT. 3520 CENTRAL PARKWAY CINCINNATI, OHIO 45223 (513) 569-1590 FAX (513) 569-4746 jeffery.cook@cincinnati-state.edu</p>	<p>CLARK STATE COMM. COLLEGE MR. JOSEPH R. JACKSON V.P. FOR BUSINESS 570 E. LEFFEL LANE SPRINGFIELD, OH 45505 (937) 328-6003 FAX (937) 328-6142 jacksonj@clarkstate.edu</p>	<p>COLUMBUS STATE COMM. COLLEGE MR. BRADLEY A. FARMER PURCHASING SUPERVISOR 550 E. SPRING STREET COLUMBUS OH 43215 (614) 287-2641 FAX (614) 287-2545 bfarmer@csscc.edu</p>
<p>CUYAHOGA COMMUNITY COLL. MS. CINDY LEITSON EXEC. DIR., /SUPPLIER MANAGED SERVICES 700 CARNEGIE AVENUE CLEVELAND, OH 44115 (216) 987-3510 FAX (216) 987-4758 Cynthia.Leitson@tri-c.edu</p>	<p>EDISON STATE COMM. COLL. MR. DAN REKE VP ADMINISTRATION & FINANCE 1973 EDISON DRIVE PIQUA, OH 45356 (937) 778-8600 FAX (937) 778-1920 dreke@edisonohio.edu</p>	<p>EASTERN GATEWAY COMM. COLLEGE MR. JIM MCGRAIL V.P. BUSINESS SERVICES 4000 SUNSET BLVD. STUEBENVILLE, OHIO 43952 (740) 264-5591 FAX (740) 266-2992 jmcgrail@jcc.edu</p>
<p>LAKELAND COMM. COLLEGE MR. TOM KIRCHNER DIRECTOR OF PURCHASING 7700 CLOCKTOWER DR. KIRTLAND, OH 44094-5198 (440) 525-7138 FAX (440) 525-7610 tkirchner@lakelandcc.edu</p>	<p>LORAIN CO. COMM. COLL. MS. LAURA K. CARISSIMI DIRECTOR OF PURCHASING INTERIM DIR OF FACILITIES PLANNING 1005 N. ABBE RD. ELYRIA, OH 44035 (440) 366-4048 FAX (440) 366-4648 lcariissi@lorainccc.edu</p>	<p>NORTHWEST STATE COMM. COLLEGE MS. KATHRYN J. SOARDS CHIEF FINANCIAL OFFICER 22600 STATE ROUTE 34 ARCHBOLD, OH 43502 (419) 267-5511 EXT. 314 FAX (419) 267-5692 ksoards@northweststate.edu</p>
<p>OWENS COMMUNITY COLLEGE MS. MARIANN C. REITER PROCUREMENT MANAGER P.O. BOX 10,000 TOLEDO, OH 43699 (567) 661-7392 FAX (567) 661-7895 mariann_reiter@owens.edu</p>	<p>SINCLAIR COMMUNITY COLL. MR. MARK SCHMID MANAGER OF PURCHASING & MATERIALS MANAGEMENT 444 WEST THIRD STREET DAYTON, OHIO 45402 (937) 512-3020 FAX (937) 512-2949 mark.schmid@sinclair.edu</p>	<p>SOUTHERN STATE COMM. COLL. MR. JAMES E. BUCK TREASURER 100 HOBART DRIVE HILLSBORO, OH 45133 (937) 393-3431 FAX (937) 393-9831 (800) 628-7722 #650 jbuck@sscc.edu</p>
<p>TERRA STATE COMMUNITY COLLEGE MS. ELAINE D. ROSENGARTEN ASST. DIR. OF ADMINISTRATION 2830 NAPOLEON ROAD FREMONT, OHIO 43420-9670 (419) 559-2393 FAX (419) 334-3719 erosengarten@terra.edu</p>	<p>WASHINGTON ST. COMM. COLL. MR. JESS N. RAINES CHIEF FINANCIAL OFFICER 710 COLEGATE DRIVE MARIETTA, OH 45750 (740) 374-8716 FAX (740) 373-9562 jraines@wscc.edu</p>	

(Revised 1/1/2011)

Appendix A (Continued)

Member Institutions of The Inter-University Council Purchasing Group

TECHNICAL COLLEGE & INSTITUTIONS

<p>BELMONT TECH. COLLEGE MR. JOHN S. KOUCOUMARIS DEAN OF ADMIN. AFFAIRS BELMONT TECHNICAL COLLEGE 120 FOX SHANNON PLACE ST. CLAIRSVILLE, OH 43950 (740) 695-9500, EXT. 1017 FAX (740) 695-2247 jkoucoumaris@btc.edu</p>	<p>CENTRAL OHIO TECH. COLLEGE MS. MAGGIE CAMSTRA PURCHASING and AUXILLARY SERVICES MANAGER 1179 UNIVERSITY DRIVE NEWARK, OHIO 43055 (740) 366-9233 FAX (740) 364-9595 camstra.7@osu.edu mcamstra@cotc.edu</p>	<p>HOCKING TECHNICAL COLLEGE MS. GINA FETTY CHIEF FINANCIAL OFFICER NELSONVILLE, OHIO 45764 (740) 753-3591 FAX (740) 753-2505 fettyg@hocking.edu</p>
<p>RHODES STATE COLLEGE MR. CHRIS SCHMIDT VP BUSINESS & TREASURER 4240 CAMPUS DRIVE LIMA, OHIO 45804 (419) 995-8342 FAX (419) 995-8099 Schmidt.cr@rhodesstate.edu</p>	<p>MARION TECHNICAL COLLEGE MR. MICHAEL C. TROPER CONTROLLER 1467 MT. VERNON AVE. MARION, OHIO 43302 (740) 389-4636 (207) FAX (740) 725-4072 troperm@mtc.edu</p>	<p>NORTH CENTRAL STATE COLLEGE MS. RENEE NUSBAUM PURCHASING OFFICER 2441 KENWOOD CIR. BOX 698 MANSFIELD, OH 44901 (419) 755-4772 FAX (419) 755-4522 mussbau@ncstatecollege.edu</p>
<p>STARK STATE COLLEGE MS. KIM CUPARI PURCHASING AGENT 6200 FRANK AVE. N W NORTH CANTON, OH 44720 (330) 494-6170 FAX (330) 966-6588 kcupari@starkstate.edu</p>	<p>ZANE STATE COLLEGE MR. ALBERT BROWN V.P. BUSINESS SERVICES 1555 NEWARK ROAD ZANESVILLE, OH 43701-2626 (740) 588-1210 abrown@zanestate.edu</p>	

(Revised 1/1/2011)

Appendix A (Continued)

Member Institutions of the Association of Independent Colleges and Universities of Ohio

<http://www.aicuo.edu/AboutOhioColleges.html>

- | | |
|---|--|
| 1) Antioch University Midwest | 27) Mercy College of Northwest Ohio |
| 2) Art Academy of Cincinnati | 28) Mount Carmel College of Nursing |
| 3) Ashland University | 29) College of Mount St. Joseph |
| 4) Baldwin-Wallace College | 30) University of Mount Union |
| 5) Bluffton University | 31) Mount Vernon Nazarene University |
| 6) Capital University | 32) Muskingum University |
| 7) Case Western Reserve University | 33) University of Northwestern Ohio |
| 8) Cedarville University | 34) Notre Dame College |
| 9) The Cleveland Institute of Art | 35) Oberlin College |
| 10) Columbus College of Art & Design | 36) Ohio College of Podiatric Medicine |
| 11) University of Dayton | 37) Ohio Dominican University |
| 12) Defiance College | 38) Ohio Northern University |
| 13) Denison University | 39) Ohio Wesleyan University |
| 14) The University of Findlay | 40) Otterbein University |
| 15) Franciscan University of Steubenville | 41) University of Rio Grande |
| 16) Franklin University | 42) Tiffin University |
| 17) Good Samaritan College of Nursing | 43) Union Institute & University |
| 18) Heidelberg University | 44) Urbana University |
| 19) Hiram College | 45) Ursuline College |
| 20) John Carroll University | 46) Walsh University |
| 21) Kenyon College | 47) Wilberforce University |
| 22) Kettering College of Medical Arts | 48) Wilmington College |
| 23) Lake Erie College | 49) Wittenberg University |
| 24) Lourdes College | 50) The College of Wooster |
| 25) Malone University | 51) Xavier University |
| 26) Marietta College | |

(Updated: January 1, 2011)

Appendix B:

Standard RFP Agreement Terms and Instructions:

1. **Advertising:** No Bidder providing products or services to the **IUC-PG**, or **member institutions**, shall appropriate or make use of the name or other identifying marks or property in its advertising.
2. **Assignment:** Any agreements entered into as a result of this offering may not be assigned by the selected vendor without the expressed written consent of the IUC-PG and the participating members.
3. **Auditing Policy:** The selected vendor(s) on this agreement will be required to cooperate with any outside auditor employed by the IUC-PG, an IUC-PG member or an auditor employed by an IUC-PG member, for the sake of monitoring that the vendor is complying with the terms of this agreement. If discrepancies are found and they appear to be unintentional, the successful vendor will correct the situation and return any overpayments that may have been made by any IUC-PG member. Any appearance of intentional wrong doing by the vendor will be cause for the immediate cancellation of any agreement entered into by IUC-PG and the selected vendor and the difference of overpayment shall be reimbursed to that institution.
4. **Authority:** The IUC-PG and its Director of Strategic Procurement are not authorized and cannot sign for warrant terms and conditions of its **member institutions**. All final terms and conditions will be identified by the individual **member institutions** upon execution of an order.
5. **Awards:** Any **agreement** entered into as a result of this inquiry may be awarded to one **supplier** or to several as multiple awards, whichever is in the best interest of the purpose and intent of the **member institutions**. The **member institutions** reserve the right to judgment concerning quality of product, service and the **supplier(s)** capability to service the **agreement**. Unless the Bidder states otherwise, the IUC-PG reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the IUC-PG. If an **award** is made, the vendor(s) determined to have offered the best overall value to the IUC-PG shall be accepted.
6. **Bid Response:** It is the sole responsibility of the bidder to submit their bid response ON TIME and at the location shown within this RFP. **Requests for extension of the due date or time may not be considered. LATE BIDS, E-MAIL OR FAX RESPONSES WILL NOT BE ACCEPTED.**
7. **Campaign Contributions:** Company hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.
8. **Cancellation/Termination:** Any resultant agreement may be canceled by either the selected vendor or the participating IUC member at any time without cause during its term upon 30 days written notice to the other party. The inability of the selected vendor to provide sufficient skilled laborers at the required service level and/or to perform services on a timely basis may serve as grounds for contract termination. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity/inefficient work and/ or poor workmanship, may, without limitation, constitute grounds for immediate termination of the agreement by a participating IUC member institution. Each participating IUC member reserves the right to require the removal of any vendor employee/subcontractor whose conduct is unsatisfactory. Termination of the agreement shall in no way limit the parties' remedies at law and equity.
9. **Cancellation for Lack of Funding:** The resultant agreement may be canceled without any further obligation on the part of IUC-PG or its member institutions in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The supplier(s) shall be notified in writing of such non-appropriation at the earliest opportunity.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

10. **Cash Discount:** The IUC-PG may use any cash terms offered and these may be considered in determining the bidder's final net price depending on the discount period.

In the event that the IUC-PG members are entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the IUC-PG members are entitled to a cash discount with the period commencing on the date it is determined that a cash discount applies.

The IUC-PG member's have expanded and continues to expand their procurement card programs. Whether the proposal includes an option for payment by credit card may be relevant in the University's selection and award process. Proposals submitted shall identify if payments via a members credit card system are acceptable to your firm at the price(s) quoted. Added fees or surcharges that apply for payments via credit cards must be identified in the bidder's proposal and will be used in the selection criteria.

11. **Commitment:** The IUC-PG **member institutions** of higher education do not jointly or individually obligate themselves to procure the volume of services projected within the RFP document. Discounts or prices offered must remain for the initial term of the agreement unless specifically addressed in the vendors response and agreed to by the IUC-PG. Price reductions shall be passed on to the IUC-PG members when and as they occur whether due to incentives, term incentives, rebates, etc. The requirements may exceed the volume estimated and the **supplier(s)** will be required to furnish all requirements as shown on purchase orders issued from any of the member institutions that are dated prior to termination date of the agreement (by mailing date). The resulting **price agreement** does not preclude competitive bidding for the acquisition of any item(s) or products(s) that may be included herein.
12. **Compliance:** Bidder(s) warrant that both in submission of its **proposal** and performance of any resultant purchase order or contract, Bidder will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.
13. **Conflicts of Interest and Ethics Compliance:** No personnel of Company or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Agency in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Agency shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

Company represents, warrants, and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-O1S. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

14. **Contract Term:** The contract term will commence on the date of award and will remain firm for a period of one (1) year with an option to extend the agreement for up to four (4) additional years, one year at a time, subject to the mutual agreement of the IUC-PG and the selected vendor(s). The IUC-PG reserves the right to extend the resultant agreement beyond the normal expiration date if the IUC-PG determines it to be in their best interest and the selected vendor(s) agrees to the extension.
15. **Declaration Regarding Material Assistance/Non Assistance To A Terrorist Organization:** Company hereby represents and warrants to Agency that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the ‘Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.’ Contractor further represents and warrants that it has provided or will provide such to Agency prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to Agency any funds paid under this Agreement. Please review the following link regarding Demonstration of Material Assistance with Homeland Security:
<http://www.homelandsecurity.ohio.gov/dma.asp>
16. **Drug Free Safety Program:** The selected Vendor must be enrolled in, and in good standing in, a Drug Free Work Place Program approved by the Ohio Bureau of Workers’ Compensation at time of contract execution with each participating IUC member and must comply with Ohio Revised Code Section 153.03 regarding its and any subcontractors’ drug free work place program requirements.
17. **Ethical Conduct:** It is expected that once an agreement is issued, suppliers (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of the IUC-PG, its Director of Strategic Procurement or its member institutions. The IUC-PG reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a vendor. Such actions include, but are not limited to, establishing guidelines for campus visits by a vendor, and/or removal of a vendor from the IUC-PG’s Bidders list(s).

Apart from the contact required for any on-going business at the IUC-PG member institutions, vendors are specifically prohibited from contacting any individual at, or associated with the IUC-PG universities regarding this RFP. Vendor communication shall be limited to the contact named in this RFP document.
A vendor’s failure to adhere to this prohibition may, at the IUC-PG’s sole discretion, disqualify the vendor’s proposal.
18. **Evaluation:** If an award is made, the Bidder(s) whose *proposal*, in the sole opinion of the IUC-PG, represents the best overall value to the IUC-PG will be selected. Factors which determine the award are detailed more fully in the specifications, including but not limited to: the *proposal’s* responsiveness to all specifications in the RFP; quality of the Bidder’s products or services; ability to perform the contract; general responsibility as evidence by past performance; and other selection criteria listed within this RFP. Price/discounts, although a factor, will not be the sole determining factor in award of the **agreement**. The IUC-PG will determine the weighting factors that will be assigned.
19. **Findings For Recovery (Ohio Revised Code Section 9.24):** Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a proposal, offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying the IUC-PG and its members of such finding.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

20. **Hold Harmless:** It is understood that the Bidder, if awarded a Price Agreement or Purchase Order, agrees to protect, defend, and save harmless the IUC-PG, its Director of Strategic Procurement, and the member institutions from any claims suits or demands for payment that may be brought against it due to the acts errors or omissions of Bidder in providing the services under this agreement and for use of any patented material, process, article or device that may enter into the manufacture or construction, or form a part of the works covered by either order or contract.
21. **Incurred Expenses:** The Bidder(s), by submitting a proposal, agrees that any cost incurred by responding to this RFP or in support of activities associated with this RFP shall be the Bidder(s) sole responsibility and may not be billed to the IUC-PG or its members. The IUC-PG will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.
22. **Informal Proposals:** RFP's are informal proposals and will not be read at a public opening. Written requests for proposal results must include the **RFP Proposal** number and closing date. If a Bidder wishes to obtain a copy of the proposal tabulation and/or evaluation form once award is complete, Bidder should include a self-addressed, stamped envelope with its quote.
23. **Insurance and Related Requirements:**

Minimum Insurance Coverage's and Requirements:

The selected vendor(s) shall obtain and maintain the minimum insurance coverage's set forth below. By requiring such minimum insurance, the IUC-PG and its participating members shall not be deemed or construed to have assessed the risk that may be applicable to the selected vendor(s) under Permit Number _____. The selected vendor(s) shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage's. The selected vendor(s) is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Coverage's:

1. **Commercial General Liability** – ISO form CG0001 or its equivalent. Coverage to include:
 - Premises and Operations
 - Personal Injury/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract)
 - Independent Contractors
2. **Automobile Liability** – Coverage to include:
 - Owned Vehicles
 - Leased Vehicles
 - Hired Vehicles
 - Non-Owned and Employee Non-Owned Vehicles
 - Personal Injury Protection (where applicable)
3. **Workers' Compensation Statutory** – Ohio Workers' Compensation (Coverage A) through State Fund or Self Insurance
4. **Employers' Liability** – Ohio Stop Gap Liability evidenced either on General Liability or Other Workers' Compensation insurance

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

5. **Liquor Liability** – If the selected vendor(s) is operating a business that distributes, sells, or serves alcoholic beverages or if their activities require a liquor license, they must maintain liquor liability insurance that includes the IUC-PG, its participating members and their Board of Regents/Trustees, officers, employees, agents, and volunteers as additional insured's.

Limits Required:

The selected vendor(s) shall carry the following limits of liability:

Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Payments (Any One Person)	\$10,000
Liquor Liability (if applicable)	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection, if applicable	Statutory
Workers' Compensation	
(Workers' Compensation)	Statutory
Employers' Liability	\$500,000
	\$500,000
	\$500,000

Additional Requirements:

Commercial General Liability (CGL)

Commercial General Liability (CGL) must include coverage for liability arising from products-completed operations and liability assumed under an insured contract.

If the CGL insurance has a general aggregate limit, then ISO endorsement CG2504 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the agreement, and the limit must be twice the minimum required occurrence limit.

The selected vendor(s) shall name the IUC-PG, its participating member schools, and its Board of Regents/Trustees, officers, employees, agents, and volunteers as Additional Insured's on ISO endorsement CG 2026 or its equivalent.

The CGL policy shall contain no endorsement or modification limiting the scope of coverage for liability assumed under a contract or liability arising from pollution.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

All Policies

- Must be written on a primary basis, non-contributory with any other insurance coverage's and/or self-insurance carried by the IUC-PG *or its participating member schools*.
 - Must include a Waiver of Subrogation Clause.
 - May not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to the IUC-PG and its participating member schools.
24. **IUC-PG Rights:** The IUC-PG reserves the right to reject all, some, or none of the received **proposals** and to waive informalities contained in **proposals** that are not inconsistent with law. The IUC-PG may also waive any minor defects in the **proposal** and also reserves the right to negotiate the final terms of the agreement with the vendor(s) determined to be a finalist for selection on this solicitation.
25. **New Products/Services:** New related product lines/services, not available at the time of bidding, may be added during the course of this agreement by the awarded vendor(s). Requests to add new related product lines/services must be submitted to the IUC-PG Director of Strategic Procurement for prior approval before offerings are made to the **member institutions**. The IUC-PG also reserves the right to add additional members to this agreement via a price negotiation process.
26. **Non-Discrimination:** In submitting its **proposal**, or performing that which results from an award by the IUC-PG, the successful Bidder agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, handicap or Vietnam era veteran status. The successful Bidder further agrees that every sub-contract for parts and/or service for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. This covenant is required pursuant to Executive Order 11246, Laws and Regulations of the State of Ohio. Any breach thereof may be regarded as material breach of contract or purchase order.
27. **No Proposal Instructions:** If any vendor is unable to provide a proposal, they are asked to date and sign the price inquiry, indicate "**NO BID**", provide a brief explanation, and return the price inquiry before the **Proposal Closing Date**. Failure to extend this courtesy may jeopardize consideration for receiving future proposal inquiries.
28. **Orders, Delivery and Billings:** Orders will come from the **member institutions** as the need occurs. Delivery of services must be as specified in the RFP and/or as directed by the **member institution**. Billing must also be as directed by the **member institution**. Continued failure to meet delivery requirements is cause for cancellation of the agreement (Uniform Commercial Code Section(s) 2-712 and 2-713).
29. **Pricing:** Bidders are asked to thoroughly explain their pricing structure in their response. The IUC-PG reserves the right to negotiate this and other pertinent terms with the selected finalists and this could become one of the selection criteria used in the award process. Review **proposals** carefully, since it shall not be corrected after the Proposal Closing Date. Any agreement or purchase order resulting from this inquiry shall require the successful vendor(s) to adhere to all specified conditions. Failure by the vendor(s) to meet schedules: to complete the deliverables within a reasonable time, as interpreted solely by the IUC-PG; or any other failure to perform in accordance with the terms and conditions of the inquiry and resultant agreement shall allow the IUC-PG, at its sole discretion, to rescind or cancel the agreement.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

30. **Proprietary Information:** All evaluation criteria for proposals are non-proprietary and subject to public disclosure after contract award. All **proposals**, except for items reasonably identified by Bidder as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. Bidder shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure.
31. **Provisions:** If any provisions in the resultant agreement are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
32. **Quality of Service:** The successful vendor(s) must be prepared to furnish continual top quality service to all of the institutions listed on the roster of institutions. Failure to do so may be considered just cause for cancellation of the agreement.
33. **Quantity and Commitments:** The IUC-PG **member institutions** of higher education do not jointly or individually obligate themselves to procure the volume of services projected unless specifically addressed within the RFP document. Discounts or prices offered must remain for the initial term of the agreement unless specifically addressed in the vendors response and agreed to by the IUC-PG. The requirements may exceed the volume estimated and the **supplier(s)** will be required to furnish all requirements as shown on purchase orders issued from any of the member institutions that are dated prior to the termination date of the agreement (by mailing date).
34. **Proposal Submittal:** **Proposals** should follow the chronology of the *RFP*. Bidders may return **Proposals** to the IUC-PG prior to the **Proposal Closing Date** due date/time (as determined by the clock in the bidding institutions Procurement office, by first class certified mail, return-receipt requested, express mail, and/or hand-delivery). Proposals will be accepted only if the cover page is signed and dated. Any proposal that does not include all elements as specified herein may be considered an incomplete proposal and may not be considered for award. **Proposals** received after the **Proposal Closing Date** will not be considered. Office hours for receipt of proposals or quotes are normally Monday through Friday, 8:00 AM to 4:30 PM, local time. Requests for extension of **Proposal Closing Date** will not be granted unless the IUC-PG determines, at its sole discretion, that the original **Proposal Closing Date** appears impractical. Notice of any extension will be provided in the form of an **Addendum**, posted to the IUC-PG website (www.iucpg.com).
35. **Reports:** Awarded supplier(s) will be required to provide to the **IUC-PG and to any requesting IUC-PG member, any and all agreed upon reports, at no charge**. Failure to provide these reports may result in cancellation of the **agreement**.
36. **Safety Procedures:** The vendor, its employees and subcontractors shall comply with the IUC-PG member's safety procedures while on the universities' premises, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to the vendor prior to the commencement of work on the universities' premises.
37. **Sales Tax:** The **member institutions** issuing the purchase orders for this **agreement**, as instrumentalities of the State of Ohio, are exempt from Ohio sales tax and Federal excise tax, including Federal transportation tax. An exemption certificate will be furnished by the member institution issuing a purchase order upon request.

Appendix B:

Standard RFP Agreement Terms and Instructions Continued:

38. **Specifications: Proposals** are requested for services specified. Instructions are for descriptive purposes only and to guide the Bidder in interpretation of the performance desired, and shall not be construed to exclude **proposals** offering other types of service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your **proposal**. Supplier **must** provide proposal exactly as specified on this **RFP**. Bidder may also offer alternatives. The IUC-PG reserves the sole right to determine if any alternates offered will be accepted.
39. **State Law:** Any agreement entered into as a result this solicitation will be governed by the laws of the State of Ohio.
40. **Use of Data** – Bidder agrees that it will keep confidential the features of any technical or proprietary information furnished by the member institutions and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless the member institution's written consent is first obtained.