



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

**ON-CALL SERVICES FOR STORM WATER CATCH
BASIN CLEANING SERVICES; & EMERGENCY SPILL
RESPONSE SERVICES**

RFP #047-16

Issued Date: March 15, 2016

Response Deadline Date/Time: April 13, 2016, E.O.B.

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Submitted electronically to **roger.ward@maine.edu**
Email Subject Line – **Catch Basin & Emergency Spill Services –
RFP #047-16**

Response Contact Information:

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SECTION 1

1.0 General Information

1.1 Definition of Parties

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

1.2 Purpose

The University of Maine, University of Southern Maine, University of Maine at Farmington, University of Maine at Augusta, University of Maine at August – Bangor Campus, University of Maine at Machias and University of Maine at Fort Kent is seeking responses to provide proposals for the pre-qualification of contractors to provide labor, equipment, and materials pricing for on-call services **Storm Water Catch Basin Cleaning Services; and Emergency Spill Response Services** for Department of Facilities Management as needed at each campus as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

It is the University's intent to establish open contracts with pre-qualified contractor(s) who have the specified experience, qualifications, staff, training and equipment necessary to perform the work. A single contractor may receive awards for one or more of the areas identified above and listed in Section 2 Scope of Work.

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

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

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

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

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA);

University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the University of choice for Mainers of all ages who want to attend college without uprooting their lives.

University of Maine at Farmington

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

University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing

villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

University of Maine

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

University of Southern Maine

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham,

Portland, and Lewiston-Auburn, USM is known as Maine’s Metropolitan University and serves communities that are among the largest population centers in the state.

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

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

1.3 Eligibility to Submit Responses

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. The Respondents are required to obtain and provide proof of all required certifications and/or licenses as required to perform the work under each Trade as described in **Section 5** as applicable.

1.4 Evaluation Criteria

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

Submission Requirements	Category	Points
Section 4 (4.1-4.2)	Organization Qualifications, Experience, and Financial Stability	15
Section 4 (4.3)	References	10
Section 4 (4.4)	Economic Impact Within State of Maine	15
Section 4 (4.5)	Cost Response	40
Sections 5	Business Requirements	15
Section 7	Contract for Services	5
	Total Points	100

Section 4 (4.5 Only) – Cost Response

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

The scoring formula is:

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

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

Section 7 – Contract for Services

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

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Inquiries/Questions	March 24, 2016 2:00 P.M. EST
Section 1, 1.7	Response to Written Inquiries/Questions	March 31, 2016
Section 1, 1.16	Deadline for Proposal Submission	April 13, 2016
	Award Announcement (subject to change)	April 27, 2016
	Estimated Agreement Start Date (subject to change)	July 1, 2016

1.6 Respondents’ Presentations

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

1.7 Communication with the University

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

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

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

1.8 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University. **Award is not a guarantee of work and not all work in the service class is guaranteed to be given to the awarded vendor.** Contracts shall cover the actual needs of the University's individual Department of Facilities Management.

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

1.9 Award Protest

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

1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

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

responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.11 Costs of Preparation

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

1.12 Debarment

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.13 Response Understanding

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

1.14 Response Validity

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

1.15 Non-Responsive Submissions

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

1.16 Response Submission

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

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

1.17 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.18 Multi-Institutional

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

1.19 Contractor's Liability Insurance

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

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more
5	Contractor's Pollution Liability or equivalent	\$2,000,000 per occurrence or more

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

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

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

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

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

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

1.20 Pricing

All prices quoted shall be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Pricing shall be firm for the first year of the contract. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date. **Fuel surcharges and/or travel charges will not be allowed.**

1.21 Cost Response Form Quantities

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

1.22 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

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

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 8.0** of this document.

1.23 Employees

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

1.24 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.25 Parking Regulations and Use of Walkways

The Contractor shall contact the University Department of Facilities Management at each campus to determine campus parking regulations and use of walkways.

1.26 Job Site Safety

All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor's employees are in compliance with the stated rules, procedures, and regulations.

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

1.27 Accident/Injury Notification

The Department of Facilities Management must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any

accident or injury that occurs during the course of the work performed under this contract.

1.28 Emergency Notification

The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.

1.29 Solid Waste Removal

The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.

1.30 Protection and Security of Buildings and Property

The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under this contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property, including vehicles, resulting from the Contractor or the Contractor's employees and subcontractors in the performance of the work.

1.31 Warranty of Materials and Workmanship

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment or contents resulting from the use of inferior materials, equipment and workmanship.

1.32 Access to Buildings

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

1.33 Identification

Contractors are required to contract each Campus Department of Facilities Management to determine identification requirements prior to work.

SECTION 2

2.0 Scope of Work

It is the University's intent to establish open contracts with bidders who have the specified experience, qualifications, staff, training, and equipment necessary to perform the work. A single Contractor may receive awards for one or more of the service trades listed. Award is not a guarantee of work. Contracts shall cover the actual needs of the University as determined by each campus Office of Facilities Management.

Upon request, Contractors may be required to provide materials to perform the work.

Services are normally scheduled during regular business hours but may be needed on an emergency basis after hours and on weekends and holidays. Services are to be scheduled, in advance, with the University's Department of Facilities Management. The exact days and times shall be determined by the University Department of Facilities Management for normal scheduled services.

Respondents should review **Section 5 Business Functional Requirements**.

The initial term of any Contract(s) resulting from this RFP will be for 1 year. With mutual written agreement Contract(s) may be extended for four (4) additional one (1) year period. The University will consider other Contract terms at its discretion if proposed and in the best interest of the University.

Each University's Department of Facilities Management will determine the total number of catch basins to be cleaned each year. **The listed total number of catch basins below is for informational purposes, not the total amount to be cleaned each year.**

2.1 Trade A – Storm Water Catch Basin Cleaning Services

Campuses Requesting Services and Dates Services Needed for **Trade A**:

University of Maine (Orono)

Services Requested

- Total Number of Catch Basins: 760
 - Hauling and disposal to location on UM Campus
- Total Number of Sand/Oil Separators: 1
 - Hauling and disposal to location on UM Campus

UM typically will do half of the catch basins each year.
Disposal of materials will be on site by the Salt/Sand Building.

University of Maine at Augusta

Services Requested

Augusta Campus

- Total Number of Catch Basins: 50
 - Hauling and disposal offsite is required
- Total Number of Sand/Oil Separators: 0

Bangor Campus

- Total Number of Catch Basins: 75
 - Hauling and disposal offsite is required
- Total Number of Sand/Oil Separators: 0

UMA typically will clean all catch basins annually.

University of Maine at Farmington
Services are not requested

University of Maine at Fort Kent
Services are not requested

University of Maine at Machias
Services requested

- Total Number of Catch Basins: 24
 - Hauling and disposal offsite is required
- Total Number of Sand/Oil Separators: 0

UMM typically will clean all catch basins annually.

University of Maine at Presque Isle
Services are not requested

University of Southern Maine
Services Requested

*Total includes USM location in Gorham, Portland and
Lewiston-Auburn*

- Total Number of Catch Basins: 210
 - Hauling and disposal offsite is required
- Total Number of Sand/Oil Separators: 2
 - Hauling and disposal offsite is required

USM typically will clean all catch basins annually.

2.2 Trade B – Emergency Spill Response Services

Campuses Requesting Services and Dates Services Needed for **Trade B**:

University of Maine (Orono)

Services requested

University of Maine at Augusta

Services requested

University of Maine at Farmington

Services requested

University of Maine at Fort Kent

Services requested

University of Maine at Machias

Services requested

University of Maine at Presque Isle

Services requested

University of Southern Maine

Services requested

SECTION 3

3.0 Response Submission Requirements

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

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

3.1 General Format Instructions

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

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

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

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

3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the six (6) distinct sections noted below:

Requirements - Organization Qualifications and Experience

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

Requirements - Cost Response

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

Requirements – Business Functional

1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 5**:
 - 5.0 Business Functional Requirements

Contract for Services

1. Label this Section 4 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 7**.

Confidential Information

1. Label this Section 5 in the response.
2. Provide the documents as outlined in **RFP Section 8**.

Attachments

1. Label this Section 6 in this response.
2. Any remaining attachments required as part of the response.

SECTION 4 - REQUIREMENTS

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

Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

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

4.1 Organizational Qualifications and Experience – 15 points

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Provide proof of licensing and/or certification
- 4.1.4 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years
- 4.1.5 Provide, using your OSHA 300 log (or equivalent), the number of injuries and illnesses for the last three (3) years
- 4.1.6 Provide the number of company fatalities
- 4.1.7 Provide the number of OSHA
 - 4.1.7.1 Recordable Cases for the last three (3) years
 - 4.1.7.2 Restricted Only Cases for the last three (3) years
 - 4.1.7.3 Lost Time Cases for the last three (3) years
 - 4.1.7.4 Recordable Incident Rate for the last three (3) years
 - 4.1.7.5 Restricted Only Incident Rate for the last three (3) years
 - 4.1.7.6 Lost Time Incident Rate for the last three (3) years
- 4.1.8 Provide responses and/or corrective actions if your company received any OSHA citations within the last five (5) years

4.2 References – 10 points

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

4.3 Economic Impact within the State of Maine – 15 points

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

4.4 Cost Response – 40 points

4.4.1 General Instructions:

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

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

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

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

4.4.2 Cost Response Form Instructions – Appendix B

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

SECTION 5 - REQUIREMENTS

5.0 Business Functional Requirements – 15 points

Trade A - Storm Water Catch Basin Cleaning Services

Contractor shall provide services that include, but not be limited to, vacuuming out grit in catch basins and depositing the grit in a designated location on campus or hauling for University disposal. Disposal of grit will be determined by individual University Department of Facilities Management. **Contractor shall comply with all Federal, State and Municipal Laws and Ordinances regarding the disposal of materials.** Contractor shall comply with all University policies applicable. When scheduling for normal scheduled work the University Department of Facilities Management will determine if the University will be capable of removing catch basin lids and provide traffic management. The Contractor shall be prepared to remove catch basin lids and provide traffic management when the University is unable. Work will also include vacuuming and properly disposing of grit from designated sand/oil separators, when applicable, determined by individual University Department of Facilities Management. Contractor shall provide disposal information to the University.

Contractor is required to arrive with water tank full and ready. Contractor will be allowed to refill water tank if needed for large number of cleaning of catch basins and/or sand/oil separators. The University Department of Facilities Management will determine location to refill water tank when required to complete scheduled work. Contractor shall inform the University Department of Facilities Management when scheduling if refill of water tank is needed for large number of cleaning of catch basins and/or sand/oil separators.

Contractor shall provide fixed pricing for the following:

- General Cleanout of Catch Basin, Per Catch Basin
- Cleanout of Sand/Oil Separators
- Transportation of Catch Basin and Sand/Oil Separators Materials (When needed to manifested and University approved off-campus location)
- Lab Testing Fee

Trade B – Emergency Spill Response Services

Contractor shall provide on-call services on an “as-needed” basis that is **limited to**, containments, cleanup and disposal of petroleum based spills; transformer spills and leaks to include the collection and disposal of spill cleanup materials generated by the University from maintenance activities. Contractor must be capable of sampling waste petroleum based and transformer fluids from decommissioned transformers to be analyzed by licensed laboratories. Services shall **not** include radioactive containment, cleanup and disposal.

Contractor shall provide services that include, if requested by the University, adequate storage containers and/or devices to store hazardous waste that is generated by the University’s Department of Facilities Management and collected by staff; monitor the storage containers and/or devices to ensure the University has sufficient storage capacity for the hazardous waste it generates and collects; provide collection, handling, packaging, transport, processing, transfer and disposal of hazardous waste in a lawful and environmentally accountable manner; and prepare required manifests and certifications regarding its services.

Contractor shall provide pricing on labor hourly rates.

SECTION 6 - REQUIREMENTS

6.0 Section 6 is intentionally left blank

SECTION 7

7.0 Contract for Services Requirements 5 points

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

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

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

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

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

SECTION 8

8.0 Confidential Information

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

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

SECTION 9

9.0 List of Appendices and Related Documents

This section lists documents which are included.

- 9.1 Appendix A – University of Maine System Response Cover Page
- 9.2 Appendix B – Cost Response Form
- 9.3 Exhibit 1 – Pricing – Storm Water Catch Basin Cleaning Services
- 9.4 Exhibit 2 – Pricing – Emergency Spill Response Services
- 9.5 Appendix C – Economic Impact Form
- 9.6 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP #047-16

ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING SERVICES; & EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES MANAGEMENT

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

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

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

Authorized Signature

Date

Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM

RFP #047-16

**ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING SERVICES; &
EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES MANAGEMENT**

Respondent's Organization Name:

Exhibit 1 - Pricing

PRICE SCHEDULE FOR: STORM WATER CATCH BASIN CLEANING SERVICES

Trade Letter Code: A

Contractor is required to arrive with water tank full and ready. Contractor will be allowed to fill water tank if needed for large number of cleaning of catch basins and sand/oil separators. The University Department of Facilities Management will determine location to refill water tank when required to complete scheduled work.

Contractor shall provide services that include, but not be limited to, vacuuming out grit in catch basins and depositing the grit in a designated location on campus or hauling/disposal for University. Disposal of grit will be determined by individual University Department of Facilities Management. Contractor shall comply with all Federal, State and Municipal Laws and Ordinances regarding the disposal of materials. Contractor shall comply with all University policies applicable. The University reserves the right to review disposal documents for compliance of all Federal, State and Municipal Laws and Ordinances regarding the disposal of materials.

- a) Cleaning/Vacuumping of Catch Basins: \$_____ per catch basin
- b) Cleaning/Vacuumping of Sand/Oil Separators: \$_____ per separator
- c) Hauling/Disposal of Materials: \$_____ per ton
- d) Lab Testing Fee: \$_____ per test

e) Additional Fees/Cost: \$ _____

Specify Additional Fees/Cost: _____

f) Minimum Per-Visit Fee \$ _____

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM

RFP #047-16

**ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING SERVICES; &
EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES MANAGEMENT**

Respondent's Organization Name:

Exhibit 2 - Pricing

**Price Schedule for: EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES
MANAGEMENT**

Trade Letter Code - B

1. Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges including but not limited to, equipment if not specified otherwise, travel, small tools, standard materials packages and expendables. Regular working hours shall be Monday to Friday and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

		Regular Hours	Overtime/Weekend/Holiday hours
a.	Superintendent/Supervisor	\$_____/hr	\$_____/hr
b.	Site Forman	\$_____/hr	\$_____/hr
c.	Laborer (skilled)	\$_____/hr	\$_____/hr
d.	Laborer (unskilled)	\$_____/hr	\$_____/hr
e.	Safety person/Crew Leader	\$_____/hr	\$_____/hr
f.	Other Labor Rate	\$_____/hr	\$_____/hr

Specify Type of Labor _____

2. Equipment/Operator Rates: The following specific equipment shall be available when applicable for a service trade and shall be priced individually per hour including an operator. In addition to the operator, rates shall be inclusive of all charges including but not limited to, transportation or trip charges, small materials packages and expendables.

Regular working hours shall be Monday to Friday and be determined by each University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

	Regular Hours	Overtime/Weekend/Holiday hours
a. 3-Yard Loader	\$_____/hr	\$_____/hr
b. Flat Bed Tractor and Trailer	\$_____/hr	\$_____/hr
c. Aerial Lift	\$_____/hr	\$_____/hr
Specify Size of Lift _____		
d. Other Equipment With Operator	\$_____/hr	\$_____/hr
Specify Type of Equipment _____		
e. Other Equipment With Operator	\$_____/hr	\$_____/hr
Specify Type of Equipment _____		
f. Markup Percentage for Rented Equipment for than listed above _____%		

3. Cost Plus: Respondent are to enter markup on invoice costs for supplies/equipment used in conjunction with this proposal. Awarded Respondent(s) are required to submit any/all invoices upon request.

Vendor Markup Percentage of Respondent's Cost: _____%

Appendix C – Economic Impact Form

University of Maine System ECONOMIC IMPACT FORM

RFP #047-16

ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING SERVICES; & EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES MANAGEMENT

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

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

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

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

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

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

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

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES
MASTER AGREEMENT**

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

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

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B-1 – Insurance Requirements

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

Rider E – Services Engagement Form

Contract Amendments as required

Request for Proposal #047-16 Issue Date **March 15, 2016** Titled **ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING; & EMERGENCY SPILL RESPONSE SERVICES**

Contractor's Bid in Response to Request for Proposal #047-16 Proposal Submission Date **April 13, 2016** Titled **On-Call Services**

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

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

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

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewal periods upon the parties' mutual agreement.**

3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

 - B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E.**

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

4. **Termination:** The **Services Engagement (Rider E)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

8. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: Stewart Harvey, Executive Director of Facilities and Capital Management Services & individual University's Director of Facilities Management shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social

security and other payroll taxes, including other applicable contributions from such persons when required by law.

16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records**: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials**: Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality**: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure**: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not

limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. Contractor payments are made on a net 30 basis unless a discount is offered. Questions regarding invoices will be directed to:

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

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Rider E** – Services Engagement Form
- G. **Contract Amendments** as required
- H. **Request for Proposal #047-16** Issue Date **March 15, 2016** Titled **ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING; & EMERGENCY SPILL RESPONSE SERVICES**

I. **Contractor's Bid in Response to Request for Proposal #047-16** Proposal Submission Date **April 13, 2016** Titled **ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING; & EMERGENCY SPILL RESPONSE SERVICES**

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

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

27. Smoking Policy

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

28. Signatures

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

The University of Maine, University of Southern Maine, University of Maine at Farmington, University of Maine at Augusta, University of Maine at August – Bangor Campus, University of Maine at Machias, and University of Maine at Fort Kent is seeking responses to provide proposals for the pre-qualification of contractors to provide labor, equipment, and materials pricing for on-call services **Storm Water Catch Basin Cleaning Services; and Emergency Spill Response Services** for Department of Facilities Management as needed at each campus.

It is the University's intent to establish open contracts with pre-qualified contractor(s) who have the specified experience, qualifications, staff, training and equipment necessary to perform the work.

PRODUCT SCOPE OF WORK:

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

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

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

PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic,

hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

3. **Safety:** All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor's employees are in compliance with the stated rules, procedures, and regulations.

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

4. **Work Hours:** Normal Monday through Friday work hours are determined by each University Department of Facilities Management. Contractor is to contact Department of Facilities Management to determine normal work hours Monday through Friday while scheduling work.

**RIDER A-1
PRICING**

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

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more
5	Contractor's Pollution Liability or equivalent	\$2,000,000 per occurrence or more

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

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

Complete One:

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

[] Partnership EIN ____ - _____

[] Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

[] Limited Liability Company EIN ____ - _____

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

[] Government Entity EIN ____ - _____

[] Estate or Trust EIN ____ - _____

[] All other Entities EIN ____ - _____

Part 2 Exemption:

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

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

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

**RIDER E
SERVICES ENGAGEMENT FORM**

Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between _____ (“Contractor”) and _____ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ (“Contractor”) and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:

The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____