



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR INFORMATION

**EMERGENCY MITIGATION AND
RESTORATION SERVICES**

RFI # 09-10

ISSUE DATE:
November 17, 2009

DUE DATE: OPEN
(See note at the bottom of page 2)

DELIVER TO:

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

EMERGENCY MITIGATION AND RESTORATION SERVICES

The University of Maine System (UMS) is seeking letters of interest and qualifications in order to create a resource base of vendors for emergency mitigation and restoration services.

The University of Maine System consists of seven universities and 10 University College regional outreach centers. In addition to the campuses of our seven public universities and our regional outreach centers, there are 75 local ITV sites that deliver distance-education. More information can be found at <http://www.maine.edu/>.

With a diverse infrastructure throughout the State of Maine, UMS must prepare for the next unexpected event whether it be large scale flooding, wind or ice damage or a smaller scale event such as a water main break or fire.

The University intends to create a pool of qualified and trained vendors who can respond to any situation anywhere in the State 24/7/365. In the event of an emergency the University would use the roster to solicit services from vendor(s) that are best qualified to respond to the event. The University intends to annually update the information provided as a result of this RFI.

Firms desiring to be considered for this project should submit a letter indicating interest.

Five (5) copies of the following must accompany the letter:

- (a) A statement of qualifications;
- (b) A profile of key personnel who would work with the University;
- (c) A complete description of your fees;
- (d) A list of three references (preferably from colleges and universities) for work performed within the last three years;

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

Firms may be contacted to participate in interviews.

Attached is a copy of the University's Professional Services Contract for your review. **Do not fill it out at this time; it is only for your information.** If you have a contract that you would prefer to use, please include that with your materials.

All responses should be addressed to:

**Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401.
(207)973-3302, Fax (207)973-3322
Email hcwells@maine.edu**

Letters of interest should be received prior to **Wednesday, December 9, 2009.**

NOTE: This is an ongoing project, therefore letters of interest received after December 9th will be considered for inclusion in the University's resource base of vendors for emergency mitigation and restoration services.

**FOR INFORMATIONAL PURPOSES ONLY
DO NOT FILL OUT AT THIS TIME**

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PROFESSIONAL SERVICES
(not for use for architectural or engineering design contracts)**

This Contract 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".

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:

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

2. **Term** : This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract.

3. **Payment** :

A. The total of **all** payments made against this contract shall not exceed \$_____. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:
_____ All travel, lodging and meals are part of the compensation described in section A.
No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.

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. **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.
7. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
8. **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.
9. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration**: _____ 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.
11. **Non-Discrimination**: Contractor shall not discriminate and shall comply with applicable laws and University policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
12. **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.
13. **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.
14. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venturer 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. 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.
15. **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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** Attachment B, hereby incorporated by reference.
24. **Signatures:**

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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 U.S. 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.

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PROFESSIONAL SERVICES
SPECIFICATIONS OF WORK**

ATTACHMENT A

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS**

ATTACHMENT B

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

General Liability: Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities.

Insurance shall be provided on a standard form Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 12 04 or equivalent and shall include the following three endorsements or their equivalent:

1. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (CG20 10 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured;
2. Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG 20 37 07 04) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured; and
3. Designated Construction Project General Aggregate Limit (CG 25 03 03 97) as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance.

The required minimum insurance limits below shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation,

General Liability insurance required minimum limits:

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

Workers' Compensation – Contractor shall provide Workers' Compensation insurance with coverage on a statutory basis according to Maine Law and apply to all personnel on the job site. Workers' Compensation Insurance required minimum limits:

1. Coverage A (Workers' Compensation)	Statutory Limits
2. Coverage B (Employer's Liability)	
Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each employee
Bodily Injury by disease	\$500,000 policy limit

Vehicle Liability Insurance – Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned vehicles. Vehicle Liability insurance required minimum limits:

1. Combined Single Limit \$1,000,000 each accident or
2. Split Limits \$1,000,000 bodily injury \$1,000,000 property damage

Property Insurance: The Contractor is responsible for property insurance on all of the tools, equipment or material brought to the site. Any damage to any of the materials provided by the Contractor is the responsibility of the Contractor.

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

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

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.