



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR BIDS

**ON-CALL SERVICES FOR GENERAL FACILITIES
AND MECHANICAL MAINTENANCE**
University of Maine

RFB # 12-11

ISSUE DATE:
February 23, 2011

MANDATORY PRE-BID MEETINGS:
See paragraph 1.9 for details

BIDS MUST BE RECEIVED BY:
March 28, 2011, 2:00 p.m.

DELIVER BIDS TO:

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

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine is seeking bids for the pre-qualification of contractors to provide labor, equipment and materials pricing for on-call general facilities and mechanical maintenance services, which may include construction, for projects not-to-exceed \$50,000.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder(s) to whom the contract(s) is/are awarded shall be referred to as the "Contractor(s)."
- 1.3 Scope of Work: The University is seeking to pre-qualify contractors in the following twenty (20) areas:
- A. Electrical
 - B. Plumbing
 - C. Structural Welding
 - D. HVAC/Refrigeration
 - E. Glass and Window Glazing/Automotive Glass
 - F. Sheet Metal Fabrication
 - G. Automotive Mechanical
 - H. Tree Trimming/Arborist
 - I. Excavation and Pre-Construction Site Work/Catch Basin Repair and Storm Water Structure Repair and Replacement
 - J. Electric Motor Maintenance and Repair
 - K. Snow Plow Equipment Maintenance
 - L. Leak Repair Services
 - M. Asphalt Line Striping
 - N. Roadway Concrete Curbing, Patios and Sidewalks
 - O. Fence Installation and Maintenance
 - P. Radio Repair Services
 - Q. Emergency Spill Response Services
 - R. Underground Storage Tank Maintenance
 - S. Storm Water Catch Basin Cleaning
 - T. Materials Recovery Facility Disposal

It is the University's intent to establish open contracts with pre-qualified contractors 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 listed above however only one contract will be awarded for each of the areas listed above. Award is not a guarantee of work. Contracts shall cover the actual needs of the University as determined by the Facilities Management department.

The initial term of the contract(s) shall be for one (1) year. Quoted pricing for labor, equipment and material discounts shall be firm for the initial term. With mutual written agreement of the parties, the contracts may be extended for four (4) additional one (1) year periods.

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.

- 1.4 Evaluation Criteria: Award(s) will be made to the low bidder(s) provided that criteria for experience and qualifications are met.
- 1.5 Awards: Awards shall be made to the most responsive, lowest cost and responsible bidders. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
hcwells@maine.edu

- 1.8 Submission: A **SIGNED** original and four (4) copies of the bid must be received at the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope no later than **2:00 P.M. local time, Monday, March 28, 2011**, for a public opening. The bid must be date/time stamped in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**
- 1.9 Pre-Bid Meeting: Pre-bid meetings will be held to provide further clarification. Please hold all questions until these meetings. Attendance by all prospective bidders is **mandatory**. Bidders planning to attend the pre-bid meetings should contact Margaret Weigang at 207-581-2695 no later than 4:00 p.m. EST on Friday, March 11, 2011, with the names and titles of the individuals who will attend. All meetings will be held in the Bangor Room at the Memorial Union from 9:00 a.m. to 11:00 a.m.

GROUP ONE**Prospective bidders in the following service trades will meet on Monday, March 14, 2011**

Electrical	Plumbing	Structural Welding	HVAC / Refrigeration
Automotive Mechanical	Underground Storage Tank Maintenance	Leak Repair Services	
Glass and Window Glazing / Automotive Glass	Sheet Metal Fabrication	Electric Motor Maintenance and Repair	

GROUP TWO**Prospective bidders in the following service trades will meet on Friday, March 18, 2011**

Radio Repair	Snow Plow Equipment Maintenance	Excavation and Pre-Construction Site Work / Catch Basin Repair and Storm Water Structure Repair and Replacement
Asphalt Line Striping	Roadway Concrete Curbing, Patios and Sidewalks	Fence Installation and Maintenance
Tree Trimming/Arborist	Storm Water Catch Basin Cleaning	Emergency Spill Response Services
Material Recovery Facility Disposal		

NOTE: For bidders providing services from both groups, attendance is required only at one meeting. The bidder may choose which meeting to attend however the bidder may also choose to attend both meetings, if desired. Parking permits for both days are included.

- 1.10 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____ March 28, 2011 2:00 p.m. RFB 12-11
Name Due Date Time Bid No.

- 1.11 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.13 Debarment: Submission of a signed bid 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.
- 1.14 Bid Validity: Unless specified otherwise, all bids shall be valid for ninety (90) days from the due date of the bid.
- 1.15 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an

apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Maine's Purchasing Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. The University's authorized representatives to monitor the work performed under this Contract shall be Facilities Management supervisors in each specific area.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Term:** The initial term of the contract(s) shall be for one (1) year, commencing upon award of the Contract. With mutual written agreement of the parties, the contracts may be extended for four (4) additional one (1) year periods.
- 2.4 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing during the initial term) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice.
- Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.6 **Contract Value:** Award is not a guarantee of work (paragraph 1.3). The value specified in paragraph 1.1 (\$50,000) is the maximum amount per project. The contract shall cover the actual needs of the University throughout the term of the contract which may result in a total cost per year in excess of \$50,000 for multiple projects.
- 2.7 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.8 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms, conditions or rights.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this contract.
- 2.12 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from:

The University of Maine
Director of Equal Opportunity
North Stevens Hall
Orono, Maine 04469
(207) 581-1226

- 2.15 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office (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 (CG 20 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 below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation. General Liability insurance required minimum limits:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. General Aggregate	\$2,000,000
2. Products & Completed Operations Aggregate	\$2,000,000
3. Personal Injury Aggregate	\$1,000,000
4. Each Occurrence for Contracts Under \$1 million	\$1,000,000
5. Personal/Advertising Injury	\$1,000,000
6. Medical Payments (Any One Person)	\$5,000

Workers' Compensation: Contractor, including Independent Contractors, 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: Coverage A (Workers' Compensation) Statutory Limits

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 limit:

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

*Hired/rented and Non-Owned Vehicle Liability insurance covers vehicles used by the Contractor that are not owned by the individual or firm. This type of coverage by itself is acceptable if the Contractor does not own any vehicles.

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

Certificates of Insurance for the above insurance coverage's shall be submitted prior to the date of performance under this Contract to:

Sherri Dow, Personnel & Administration Coordinator
Office of Facilities Management
University of Maine
5765 Service Building
Orono ME 04469

Said certificates, in addition to proof of coverage, shall contain the standard ACORD statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The insurance certificate shall state the University of Maine System as Certificate Holder as follows:

University of Maine System
16 Central Street

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverage's and limits required and such insurance has been approved by the University; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor has been so obtained and approved by the Contractor.

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

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.

- 2.17 Payments: Payment will be upon final acceptance of goods and services and submittal of an invoice by the Contractor on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number. The University is using several preferred methods of payment: PCard (VISA), Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.19 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling the University Parking Office at 581-4047.
- 2.20 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Contractor agrees to be responsible for initiating, maintaining and supervising all applicable site security, environmental controls, safety practices and programs in the performance of the work or services in accordance with generally accepted practices, take all reasonable precautions to protect University property and the personal safety of the University's

employees, students, and its other invitees, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement of any phase of work, the Contractor shall submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management in the performance of the work and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies.

Where any of the Contractor's operations occur in, on, or within 50 feet of any door, window, or air intake in a building occupied by University employees or students, the Contractor shall, not less than fourteen (14) days prior to the start of any operation, provide directly to the Facilities Management supervisor, Material Safety Data Sheets (MSDS) on all hazardous materials to be used in the operation. The Facilities Management supervisor shall be responsible for ensuring proper precautions and notifications to the building occupants prior to the initiation of such operations.

The Contractor will include, in the bid package, a copy of the Contractor's safety/ environmental compliance manual(s) covering all safety and environmental policies, procedures and work practices relevant to the scope of work the Contractor will or could perform at the University or its satellite facilities.

The Contractor shall develop and implement a site specific safety plan that addresses the specific hazards, controls, safety procedures, training, enforcement and reporting requirements for all personnel. A Site Specific Work Practice and Safety Plan shall be provided to the University's authorized representatives for work performed prior to the start of each phase of work. The Site Specific Work Practice and Safety Plan will include:

- 2.20.1 A description of work practices and procedures to be followed by the Contractor and subcontractors who will be employed to perform the phase of work. Such work practices may include, but are not limited to, when applicable, pedestrian and traffic control, fall protection, confined space entry, hazard communication, lockout and tagout, storm water pollution prevention and spill prevention control and countermeasures.
 - 2.20.2. Copies of relevant training documents for employees of the Contractor and subcontractors performing the work, to include Competent Person certifications where applicable.
 - 2.20.3. Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.
- 2.21 Asbestos Removal: The University shall be responsible to track and coordinate the identification, removal and disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the Facilities Management supervisor. The Facilities Management supervisor will then contact the Asbestos and Lead Project Manager who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and /or abatement schedules to the Facilities Management supervisor who will then direct the Contractor.
- 2.22 Lockout and Tagout of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all

State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

2.23 Confined Space Policy: Under the University's confined space policy, where areas are defined as permit-required confined spaces, the Contractor shall only enter these permit-required spaces under the auspices of a written confined space permitting program that meets the requirements of OSHA's Standard for Permit Required Confined Spaces (29 CFR 1910.146). The Contractor, prior to entry into a permit-required confined space, must receive the following information from the University:

2.23.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space;

2.23.2 Precautions or procedures the University has implemented for the protection of University employees in or near permit-required confined spaces where Contractor personnel will be working.

The University shall authorize entry per scope and location of each phase of the work. The Contractor shall coordinate confined space entry operations with the University and Contractor personnel who will be working in or near permit-required confined spaces during Contractor's work. The purpose of this coordination is to ensure employees of one Contractor do not endanger the employees of any other Contractor or employees of the University.

Contractor shall inform the Facilities Management supervisor of the Permit-Confined Space Program that the Contractor shall follow and of any hazards confronted or created in permit-required spaces, either through a debriefing or during the entry operation.

Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.

2.24 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hotwork permits and firewatch, the Contractor shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

2.25 Accident/Injury Notification: The Facilities Management supervisor must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under this contract.

2.26 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.

2.27 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.

- 2.28 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 negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.

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

- 2.29 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.
- 2.30 Liens: The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.
- 2.31 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.
- 2.32 Pricing: Quoted prices 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 will not be allowed.

SECTION THREE

3.0 PERFORMANCE SPECIFICATIONS:

3.1 Minimum Requirements for Prequalification:

- 3.1.1 Experience: To be qualified for a specific trade, the Contractor shall have been in business for a minimum of the last three (3) consecutive years.
- 3.1.2 Response Time: Contractors shall have qualified personnel on site within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled work. When required, response time for emergency automotive glass replacement shall be within two (2) business days.
- 3.1.3 Electrical: The following licenses shall be required:
Electrical Company – State of Maine master electrician license.
On-Site Work Supervisor – State of Maine journeyman electrician license and a minimum of three (3) years experience.
- 3.1.4 Plumbing: The following licenses shall be required:
Plumbing Company – State of Maine master plumber’s license.
On-Site Work Supervisor - State of Maine journeyman plumber license and a minimum of three (3) years experience.
- 3.1.5 Structural Welding: Contractor shall ensure that welders in supervisory and non-supervisory roles have a State of Maine welder’s certificate of authority and are certified by the American Welding Society.
- 3.1.6 HVAC/Refrigeration: The following licenses shall be required:
Contractor and employees shall have appropriate State of Maine licenses for work to be performed on refrigeration units.
HVAC/Refrigeration Company - State of Maine master license for work to be performed on natural gas, propane and oil burners.
On-Site Work Supervisor - State of Maine journeyman license and minimum of three (3) years experience in natural gas, propane and oil burners.
- 3.1.7 Glass and Window Glazing/Automotive Glass: Contractor shall provide materials and installation services for any type of glass, including automotive and glazing. Glass repairs will include all grades, sizes and framing.
- 3.1.8 Sheet Metal Fabrication: The following certification shall be required:
Sheet Metal Fabrication Company – State of Maine certification in Sheet Metal and Metal fabrication.
- 3.1.9 Automotive Mechanical: Services shall be required for non-warranty alignment, transmission and electrical/diagnostic work.
- 3.1.10 Tree Trimming/Arborist: The following licenses shall be required:
Contractor shall be licensed as a First Class Arborist in the State of Maine.
See Attachment 1 for complete specifications for tree trimming and removal services.
- 3.1.11 Excavation and Pre-Construction Site Work/Catch Basin Repair and Storm Water Structure Repair and Replacement:
See Attachment 2 for complete specifications and a list of required backup

equipment.

- 3.1.12 Electric Motor Maintenance and Repair: Services shall be required to replace motor bearings, rewind motors, supply motor repair parts and other general electric motor repair services.
- 3.1.13 Snow Plow Equipment Maintenance: Services shall be required for diagnostic, annual maintenance and emergency repairs.
- 3.1.14 Leak Repair Services: Services shall be required for emergency and routine maintenance work on masonry structures, pipes and buildings.
- 3.1.15 Asphalt Line Striping: Services shall include, but not be limited to, directional arrows, pedestrian symbols, slow signs, yield signs, handicap symbols, stop bars, crosswalk blocks, pavement line marking and parking stall lines.
- 3.1.16 Roadway Concrete Curbing, Patios and Sidewalks: Services shall include, but not be limited to, slope and square top concrete curbs, concrete pads and concrete walkways.
- 3.1.17 Fence Installation and Maintenance: Service shall be required for emergency and routine fence installation, maintenance and removal.
- 3.1.18 Radio Repair Services: Service shall be required for emergency and routine vehicular and portable radio antenna and component maintenance and repair.
- 3.1.19 Emergency Spill Response Services: Service shall include on-call service for 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.
- 3.1.20 Underground Storage Tank Maintenance: Services shall include scheduled annual inspections and related maintenance on underground petroleum storage tanks and on call emergency response.
- 3.1.21 Storm Water Catch Basin Cleaning: Services shall include vacuuming out grit in catch basins and depositing the grit in a designated location on campus for University disposal. University shall remove catch basin lids and provide traffic management. Work will also include vacuuming and properly disposing of grit from designated sand/oil separators in Service Building B, and providing disposal information to the University.
- 3.1.22 Materials Recovery Facility Disposal: Services shall include wood and brush grinding; removal and proper disposal of old asphalt and contaminated fill and providing documentation of disposal weights. Wood and brush by-products shall be used for bio-fuel only.

3.2 Employees:

- 3.2.1 All persons employed under this contract shall be employees of the Contractor and must be currently licensed or certified in their respective field, as applicable. 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. No person shall be allowed on the property who is not directly involved in the performance of the work. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 3.2.2 Security: The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require that the Contractor conduct criminal history checks on employees or subcontractors.
- 3.2.3 Employee Identification: When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 3.3 Equipment and Supplies: All tools, equipment and fuel required to provide services within the scope of work shall be furnished by the Contractor. The Contractor shall have backup equipment available at all times to complete the work. When applicable, equipment must be licensed, registered and insured and must comply with standard safety requirements (strobe lights, back-up alarms, fire extinguishers, etc.) University equipment or tools shall not be available for use by the Contractor.
- 3.4 Materials: Materials required to be furnished by the Contractor shall be new and shall be covered by manufacturer's warranty.
- 3.5 Communications: The Contractor shall provide the names and phone numbers of persons who will be available for contact 24 hours per day to coordinate routine or emergency services.
- 3.6 Project Quotes: All individual projects estimated at \$10,000 or more shall require a written, detailed, not-to-exceed time and materials quote prior to the commencement of the work. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed and cost of materials required for the work. The invoice shall include the number of hours and price per hour of labor hours billed and a breakdown of materials and/or equipment being charged.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Bid Responses: Bidders shall ensure that all information required herein is submitted with the bid. 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 bid or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be provided in addition to the applicable bid form for each trade.
- 4.2 Business Profile: Provide a brief history of the company, including how many years in business and number of employees. **No financial statements are required to be submitted with your bid**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.3 Pricing: Provide all rates and pricing on the price schedule for the trade quoted. Contractors submitting pricing for multiple trades shall use one price schedule for each trade. Pricing shall be firm for the first year of the contract. Pricing shall include all costs including tools, expendables, small materials packages, and transportation or other trip charges, but shall exclude specific materials as requested by the University. Fuel surcharges will not be allowed.

Windshield pricing, including materials and installation, for the most representative groups of vehicles in the University's fleet shall be submitted on the separate price schedule provided for this trade.

- 4.4 Payment Method: Indicate your ability to accept electronic or credit card payment methods. (Paragraph 2.17)
- 4.5 References: Submit three (3) references with your bid. These references should contain the names and contact information of companies having received similar services within the past three (3) years.
- 4.6 Required Bid Submittal Documents: In addition to the information requested in this section, the following documents shall be submitted with bid responses:
 - 4.6.1 Price schedule(s)
 - 4.6.2 List of backup equipment, when required
 - 4.6.3 Certificate of Insurance (see paragraph 2.15)
 - 4.6.4 Proof of licensing, when required
 - 4.6.5 Completed IRS W-9 Form
 - 4.6.6 Current copy of the bidder's Safety Manual (see paragraph 2.20)
 - 4.6.7 Signature page

PRICE SCHEDULE FOR _____ **Insert Trade Letter Code** _____
 Print Name of Service Trade (See Section 1.3)

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, 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work.

	Regular Hours	Overtime/Weekend/Holiday hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Master License	\$ _____/hr	\$ _____/hr
c. Site Forman	\$ _____/hr	\$ _____/hr
d. Journeyman license	\$ _____/hr	\$ _____/hr
e. Laborer (skilled)	\$ _____/hr	\$ _____/hr
f. Laborer (unskilled)	\$ _____/hr	\$ _____/hr
g. Safety person/Crew Leader	\$ _____/hr	\$ _____/hr
h. Non-Auto Glass Services (not including materials)	\$ _____/hr	\$ _____/hr
i. 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, 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work.

	Regular Hours	Overtime/Weekend/Holiday hours
a. 3-Yard Loader	\$ _____/hr	\$ _____/hr
b. 26,000# Excavator	\$ _____/hr	\$ _____/hr
c. 450-size Bulldozer	\$ _____/hr	\$ _____/hr
d. Tandem Dump Truck	\$ _____/hr	\$ _____/hr
e. Tri-Axle Dump Truck	\$ _____/hr	\$ _____/hr
f. Flat Bed Tractor and Trailer	\$ _____/hr	\$ _____/hr
g. Road Grader	\$ _____/hr	\$ _____/hr

- h. 4-ton Vibratory Roller (Asphalt Type) \$_____/hr \$_____/hr
- i. Aerial Lift \$_____/hr \$_____/hr
- Specify Size of Lift _____
- j. Other Equipment With Operator \$_____/hr \$_____/hr
- Specify Type of Equipment _____
- k. Markup Percentage for Rented Equipment for than listed above _____%
3. Markup Percentage Off List Price for Materials _____%
4. Automotive Alignment Labor Cost \$_____/job
5. Automotive Electrical Diagnostics (no overtime required) \$_____/hr
6. Automotive Transmission complete rebuild (no overtime required) \$_____/hr
7. Trench Box with Box Certification \$_____/day
- Specify Size of Box _____
8. Disposal of Asphalt and Contaminated fill \$_____/ton
9. Wood and Brush Chipping \$_____/ton
10. Stump Grinding (Chip) \$_____/hr
11. Discount Payment Terms If Applicable _____

PRICE SCHEDULE FOR Automotive Glass Replacement Trade Letter Code E

Pricing for the following representative windshields shall be complete, including but not limited to, materials, installation on site at the University of Maine, and transportation or other shipping charges. Upon request, emergency windshield replacements shall be completed within 2 business days.

Vehicle Year, Make, Model

Total Price

1997 Chev Lumina LS 4-Door Sedan	
1998 Chev Express G3500 Extended Sports Van	
2007 Chev Malibu 4-Door Sedan	
2006 Dodge Stratus SLT 4-Door Sedan	
2004 Ford Taurus LX 4-Door Sedan	
2005 Ford F450 Super Duty Reg. Cab	
2004 GMC Sierra K1500 Extended Cab Pickup	
2005 GMC Sierra K2500 HD Pickup Reg. Cab	
2005 GMC G2500 8-Passenger Van	
2008 GMC Savanna G1500 Sports Van	

Discount Payment Terms If Applicable: _____

ATTACHMENT 1

TREE TRIMMING AND REMOVAL SERVICES

1. **Certification:** Contractor shall have at least one employee who holds an ISA (International Society of Arboriculture) Certification and is licensed by the State of Maine as a First Class Arborist. Contractor shall ensure that certifications are maintained throughout the Contract period. All work shall be performed or supervised by a certified arborist.
2. **Aerial Lift:** Contractor is required to provide an aerial lift with a minimum reach (working height) of 50 feet when necessary and requested by the Facilities Management supervisor. The University may require that work under this contract be performed by a trained climber without the use of an aerial lift.
3. **Vehicles and Equipment:** Vehicles and equipment used to perform tree services (e.g. aerial lift, wood chipper, support vehicles) will, to the extent possible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or tree root zones, the Contractor shall use ground protection equipment to prevent soil compaction and turf damage.
4. **Disinfectant/Tree Wound Paint:** When appropriate, the Contractor will use disinfectant on tree cutting equipment to prevent the spread of pathogens. In appropriate arboricultural practices, tree wound paint, specially formulated for this application, shall be used to protect trees from spread of pathogens.
5. **Tree Support Systems:** When requested, Contractor shall install tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.
6. **Waste Removal:** All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternate arrangements are made with the Facilities Management Supervisor. The Contractor shall not leave debris in University dumpsters or in any non-Contractor owned dumpster. The Contractor shall not incinerate debris, and/or dump waste by or on streets or roads.
7. **Stump grinding** shall be performed by the Contractor however the University will be responsible for removal of wood chips debris and filling the hole created by the stump removal.
8. **Tree Waste as Firewood:** Tree waste appropriate for use as firewood generated by the contract may be deposited at the designated firewood distribution site on campus. Wood sections left at this site must be in lengths no greater than four feet and weigh no more than 75 pounds. Wood infected with pathogens shall be disposed of off-campus in a manner that will not result in the survival of the disease pathogen.
9. **Hazardous Waste:** Contractor must contact the Facilities Supervisor for proper hazardous waste disposal policies.

ATTACHMENT 2

EXCAVATION AND PRE-CONSTRUCTION SITE WORK CATCH BASIN REPAIR AND STORM WATER STRUCTURE REPAIR AND REPLACEMENT

1. The general scope of work will include but not be limited to:
 - Catch basin repair and replacement
 - Excavation, hauling and filling as needed
 - Water, sewer and storm drain/storm water structure repair and replacement service
 - Grading services for gravel roadways and parking areas as needed
 - All subterranean maintenance work on campus below four (4) feet.
2. Excluded from this service are the following:
 - All construction and/or repair materials
 - Digging permits / Dig safe notification
 - Barricades and signage
 - Internal notifications to UMPD, Orono Fire, Old Town Fire, UVAC, etc.
 - Site silt fence, hay bale, or other erosion and sediment control best management practice preparation
 - Capital Construction work may be bid as part of the Capital Project
3. A Site Specific Work Practice and Safety Plan shall be required for each job. (Paragraph 2.20)
4. Specific equipment and services that must be available and to be priced individually per hour with an operator are as follows:
 - 3-yard Loader
 - 26,000# Excavator
 - 450-size Bulldozer
 - Tandem dump truck
 - Tri-axle dump truck
 - Flat bed tractor and trailer
 - Road Grader
 - 4-ton asphalt type vibratory roller
 - Competent safety person / crew leader to be assigned to each project
 - Laborer
 - Trench box with box certification (specify size of box in quote and price daily use)
 - The markup percentage for rented equipment other than listed above
5. Work will be on an as-called basis. The Ground Shop supervisor (or designee) will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by this contract.
6. Potentially multiple pieces of the above equipment could be employed at once.
7. The Contractor shall be responsible for all fuel. Fuel may not be stored on University property.

8. This contract shall be for both planned and unplanned maintenance work and shall provide 24/7 coverage as needed.
9. Equipment not in use for a maintenance project must be stored off University property. If a maintenance project is underway, the equipment that is in use may be stored on site until no longer needed for the project.
10. Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication with the Grounds Supervisor.
11. A list of the Contractor's available backup equipment is required to ensure continuation of the work in the event of a breakdown.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)