



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS**

**Painting Services  
University of Maine**

**RFP # 15-08**

ISSUE DATE:  
March 19, 2008

PROPOSALS MUST BE RECEIVED BY:  
Thursday, April 10, 2008

DELIVER PROPOSALS TO:

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

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals from qualified vendors for the provision of painting services as described in this document.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a contractor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected contractor.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University is seeking a standard and overtime hourly (time and one-half) rate from an established painting contractor with a minimum of five years experience. The contractor must be able to provide up to three trained and competent painters on an on-call basis.

The Contractor must provide at no charge: latex brushes, oil brushes, paint scrapers, putty knives, trowels, razor scrapers, drop cloths, step ladders, screw drivers, paint trays, roller handles, handle extensions, and hammers. The University will provide all paint, thinners, sandpaper, roller covers, spackle, joint compound and tapes. The Contractor is required to pickup paint and related materials at Central Supply prior to going to the worksite. When materials are not available at Central Supply and at times when the stockroom is closed or in emergency situations the Contactor will provide materials and bill the University on a cost plus markup basis.

The University estimates a need for approximately 2,080 hours of painting services annually. This is an estimate only, consequently, the contract shall cover the actual needs of the University throughout the term of the Contract regardless of whether hours are more or less than this estimated amount.

The Contract is limited to painting projects costing less than \$50,000.00. For projects costing \$50,000.00 or more the University will solicit bids from a minimum of two other contractors for the work.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

Responsiveness to terms and conditions  
Ability to meet specifications  
Experience of employees  
Company profile  
References  
Price

- 1.5 Award of Proposal: The University intends to award this contract to a single Bidder. Presentations may be requested of two or more Bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Bidder. The University reserves the right to waive minor irregularities.

Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more qualified than any other under consideration, a contract may be awarded to that Bidder without further action.

1.6 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 RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://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  
(207) 973-3302

1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

1.9 Costs of Preparation: The Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

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

1.11 Proposal Understanding: By submitting a proposal, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.13 Proposal Submission: A **SIGNED** original and five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Thursday, April 10, 2008**, to be date

stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. 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. Postmarking by the due date WILL NOT substitute for receipt of proposal. 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 PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP #

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The initial Contract term shall begin on the date that a contract is awarded or signed and run for a period of twelve (12) months from that date. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to services rendered and material sold to the University.
- 2.5 **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.
- 2.6 **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 agreement shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the Contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Contract Administration and Clarification of Responsibilities:**

Bruce Sawyer, Paint Shop Supervisor  
Department of Facilities Management  
University of Maine  
5765 Service Building  
Orono, ME 04469-5765  
(207) 581-2662  
[Bruce.sawyer@umit.maine.edu](mailto:Bruce.sawyer@umit.maine.edu)

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:

Michael Noblet, C.P.M.  
Purchasing Manager  
5765 Service Building, Room 101F  
University of Maine  
Orono, ME 04469-5765  
(207) 581-2666  
[noblet@maine.edu](mailto:noblet@maine.edu)

- 2.9 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.
- 2.10 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.
- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, 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 upon request. The University encourages the employment of individuals with disabilities.
- 2.12 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.
- 2.13 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

Further information regarding this policy is available from the Director of Equal Opportunity, Alumni Hall, 581-1226.

- 2.14 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless,

and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.15 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 compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

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

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

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

B. Workers' Compensation: The Contractor shall provide Worker's Compensation insurance with coverage on a statutory basis according to Maine Law and will apply to all personnel on the job site. Worker's Compensation insurance required minimums:

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

C. Vehicle Liability Insurance: The 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

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

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

- 2.17 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926) and general Occupational Safety and Health Standards (29 CFR 1910) for the duration of the Contract.
- 2.18 Prior to the commencement of any phase of work under this Contract, the Contractor will submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management under this Contract and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies.
- 2.19 Where any of the Contractor's operations occur in, on, or within 50 feet of any door, window, or air intake in a building occupied by University employees or students, the Contractor shall, prior to the start of any operation, provide directly to the University's Contract Administrator, copies of the Material Safety Data Sheets on all materials to be used in the operation. The University's Contract Administrator shall be responsible for ensuring proper precautions and notifications are made to the building occupants prior to initiation of such operations.
- 2.20 Solid Waste Removal: The Contractor will 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 will promote waste reduction and recycling and follow University policies to reduce, reuse, and recycle.
- 2.21 Asbestos Removal: The University shall be responsible to track and coordinate the disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing very basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the Contract Administrator. The Contract Administrator will then contact the Asbestos and Lead Coordinator who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and/or abatement schedules to the Contract Administrator who will then direct the Contractor.
- 2.22 Condition and Care of Property and Protection of the Work: The Contractor shall continuously maintain adequate protection of all work covered by the Contract from damage or loss and shall protect the property from injury or loss arising in connection with this Contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.



- 2.23 Separate Contracts: The University reserves the right to obtain competitive bids or proposals for work not covered under this Contract, including alterations. The Contractor will cooperate with any contractor retained under such conditions.
- 2.24 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.
- 2.25 Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 2.26 The Contract Administrator must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of work performed under this Contract.
- 2.27 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of the Contractor's employees working on the University must be registered with the Department of Public Safety. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by University police. Violation charges and towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 207-581-4047.
- 2.28 Vehicles should be limited to Contractor's company vehicles only. Exceptions may be made for employees personal vehicles only on rare occasions and must be approved by the Contract administrator.
- 2.29 Tax Exempt: The University is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The University is exempt from the payment of Maine State Sales and Use Taxes.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 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 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 Payments: Payment will be upon submittal of an invoice to the Department of Facilities by the Contractor on a Net 30 (calendar day) basis unless discount terms are offered. Invoices must include a purchase order number, date work was performed, the job location, number of people assigned to the job and the number of hours worked. Contractor provided material shall be billed as described below.

Performance of work not included in the Contract must be pre-approved by the Contract Administrator.

3.3 Billing Time: Costs to the University will begin when workers arrive on the job site and end when workers leave the job site. A daily time slip, provided by the University, shall be submitted to the Contract Administrator for verification of hours worked. Overtime will be paid on a time and one-half basis only if the University requests work outside of normal business hours (7:00 a.m. to 3:00 p.m., Monday through Friday), or when time on site exceeds 40 hours per week.

3.4 Labor Rates: Labor rates will be in effect for the term of this Contract, including any extension years. The labor rate shall include all charges such as insurance, travel; Contractor provided items and all other costs.

3.5 Contractor Provided Material: Paragraph 1.3 specifies the materials that the Contractor is to provide and what the University is to provide. When University provided materials are not available from Central Supply the Contractor shall provide the materials and bill the University on a cost plus basis. The percent markup will be determined by this Request for Proposals and shall remain in effect for the term of this Contract, including any extension years.

To be reimbursed for materials the Contractor's invoice to the University must be itemized to show quantities, description and cost plus markup. An original invoice from the supplier where the materials were purchased must be attached to the University's invoice.

## SECTION FOUR

### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 Business Profile: Provide a brief history of your company, length of time in business, number of employees including contract painters. Provide emphasis on the painting services part of your company.
- 4.2 Price Quotation: Provide the cost per person per hour for painting services. The price shall be in the form of a firm price for the entire contract period including any extension years. The price must include all charges such as Contractor provided items, insurance travel and all other related costs. Charges not specified in the bid will not be honored.

Per Person – Regular Hourly Rate for Painting Services:

\$ \_\_\_\_\_

Percent (%) Markup Over Cost for Contractor Provided Materials:

\_\_\_\_\_

- 4.3 Response Time: Indicate how much notice you would need in order to provide three (3) experienced painters on-site at the University.

Notice needed: \_\_\_\_\_

- 4.4 Employees: Describe how many experienced painters are employed and how much professional experience each employee has in contract painting.
- 4.5 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names, with contact person, address telephone number and fax number.

## SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)