



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

<b>REQUEST FOR PROPOSALS</b>
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**FACILITIES & ADMINISTRATIVE (F&A) RATE PROPOSAL SERVICES**

**RFP # 15-14**

ISSUE DATE:  
December 2, 2013

PROPOSALS MUST BE RECEIVED BY:  
January 15, 2014

DELIVER TO:

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

## **FACILITIES AND ADMINISTRATIVE (F&A) RATE PROPOSAL SERVICES**

The University of Maine System (UMS or University) is required to submit a long-form Facilities and Administrative (F&A) Rate Proposal to the Department of Health and Human Services (DHHS) based on costs for fiscal year (FY) ending June 30, 2014.

The University desires to engage the services of a highly qualified vendor to plan, prepare and review the F&A Rate Proposal, which includes space survey assistance, as well as consultation during the Federal Government's review of the proposal and participation in the negotiation of rates.

### **Introduction to the University of Maine System**

UMS is a body politic and corporate and an instrumentality and agency of the State of Maine and is exempt from income taxes under 501(c)(3) of the Internal Revenue Code. It is a comprehensive public institution of higher education serving nearly 41,000 students annually and is supported by the efforts of nearly 4,900 full and part-time employees. UMS consists of seven campuses and a central administrative office (System Office) which is located in Bangor, Maine. The Board of Trustees, in consultation with the Chancellor, is the governing and planning body of UMS.

Additional information about UMS may be located at: <http://www.maine.edu/>  
Various financial information, including the UMS annual financial report and A-133 audit reports, may be found at: <http://www.maine.edu/about-the-system/system-office/finances/policies-reports-and-procedures/>

The UMS received \$146 million in federal, state, and private grant and contract revenue in fiscal year 2013 and recovered almost \$15 million in indirect costs. Grant activity by campus for fiscal year 2013 follows:

	<u>Total</u>
University of Maine at Augusta	\$16.5
University of Maine at Farmington	7.6
University of Maine at Fort Kent	2.3
University of Maine at Machias	2.8
University of Maine	61.3
University of Southern Maine	41.7
University of Maine at Presque Isle	4.9
System Office	<u>8.9</u>
Total	<u>\$146.0</u>

F&A cost rate information may be found at: <http://www.maine.edu/about-the-system/system-office/finances/facilities-and-administrative-cost-rates-and-benefit-rates/>  
The UMS' rate agreement includes on and off campus rates for research, instruction, and other sponsored activity for the University of Maine System as a whole; separate rates are not prepared for each campus.

The University is a June 30 year end and typically issues its audited financials the following November. While preliminary information will be available throughout the project, final FY14 information will be available near the end of October 2014.

### **Summary of UMS Information Systems**

- (a) The University selected AiM as its new integrated workplace management software and this web native product, owned by AssetWorks, will be implemented in stages. The first stage includes property and space management, which UMS plans to implement during fiscal year 2014. UMS currently maintains its space information in Insite.
- (b) UMS has implemented various modules of Oracle's PeopleSoft Enterprise Resource Planning (ERP) system:
  - 1. Human Resource Management System (Payroll, Benefits, Time and Leave Reporting, Self Service) - implemented July 2003
  - 2. Financials Phase I (General Ledger, Purchasing and Accounts Payable, Position Management, and Travel & Expense) - implemented July 2005
  - 3. Student Administration:
    - Campus Community (bio-demographic data) and Admissions & Recruitment - implemented July 2006
    - Student Records and Student Financials – implemented 2007-2008
    - Financial Aid – implemented 2009
  - 4. Enterprise Portal – implemented July 2003. Used primarily as a means to authenticate and launch all PeopleSoft applications
  - 5. Yet to be Implemented:
    - Financials Phase II – Projects, Grants, Contracts, A/R Billing - to be determined

### **The scope of F&A Consulting Services shall include but not be limited to:**

- (a) Providing necessary training and guidance to ensure an efficient and accurate functional space survey.
- (b) Preparing the UMS F&A Rate Proposal and Projections to ensure maximum cost recovery.
- (c) Ensuring that the F&A Rate Proposal meets applicable federal rules and regulations.
- (d) Ensuring timely and proper submission of the proposal to DHHS.
- (e) Providing negotiation support to maximize F&A rates for a four year period.

- (f) Discussing and preparing models for the various F&A rates, including their respective components, to enable management to determine how spending might impact the respective rates thereby allowing management to make informed spending decisions.
- (g) After the submission process is complete, debriefing University personnel which shall include summarizing the process and observations as well as written recommendations on any areas in which the University could improve its process or outcomes.

**The University assistance in the process will include, but not be limited to, the following:**

- (a) Providing an institutional liaison.
- (b) Distributing and collecting space survey forms.
- (c) Providing requested information in a timely manner and in the proper file format.
- (c) Assisting in the review and assignment of funds/accounts to appropriate cost pools and bases.
- (e) Reconciling the cost schedules to the financial statements.
- (f) Coordinating various meetings during the engagement.
- (g) Mailing the proposal submission copy to DHHS.

To be considered, firms must be capable of meeting the **December 31, 2014** deadline for submitting the F&A Rate Proposal to the Federal Government.

**Six (6) copies of the following must accompany your proposal:**

- (a) A statement of qualifications.
- (b) A profile of key personnel to be involved in the project.
- (c) A list of three references from colleges and universities for work performed within the last four years on projects of similar size and scope.
- (d) An estimated schedule, including major milestones, for the project.
- (e) A schedule of fees with estimated due dates including project milestones to aid in project budgeting.

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper. Binding is optional except that at least one copy shall be unbound.

Award: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to fees, experience and references.

Presentations may be requested of two or more respondents deemed by the University to be the best suited among those submitting proposals.

Attached is a copy of the University's 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 for this project, please include that with your materials. The firm selected for this project will be required to show evidence of, and maintain through the completion of the project, all required insurance as provided for in Attachment B of the Services Contract.

**All responses should be addressed to:**

**Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, ME 04401  
Email [hcwells@maine.edu](mailto:hcwells@maine.edu)**

Proposals must be received prior to close of business on **Wednesday, January 15, 2014.**

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES**

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:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
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 venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. 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: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

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

BY: \_\_\_\_\_

Title: Director of Strategic Procurement

Date: \_\_\_\_\_

## 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.**

**ATTACHMENT A**

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES**

**SPECIFICATIONS OF WORK TO BE PERFORMED**

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

Additional Attachments, if applicable:

\_\_\_\_\_Insurance Requirements: Attachment B hereby incorporated by reference.

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

**ATTACHMENT B**

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

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Professional Liability (Errors and Omissions)	\$2,000,000 limit or more
3. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
4. Employee Dishonesty (Insurance Policy or Bond)	\$1,000,000 limit or more
5. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

The amounts carried are subject to minimum requirements as established by applicable laws and regulations. The University reserves the right to accept or require alternative insurance limits when deemed in its best interest to do so.

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

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

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.

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