



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

Wireless Site Management Services  
RFP #16-16

**Issue Date:** November 3, 2015

**Response Deadline Date/Time:** December 8, 2015 at 2:00 p.m.

**Response Submission Information:**

Submitted electronically to [robin.cyr@maine.edu](mailto:robin.cyr@maine.edu)

Email Subject Line – Talent Management Solution - RFP#2016-16

**Response Contact Information:**

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# SECTION 1

## 1.0 General Information

### 1.1 Definition of Parties

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

### 1.2 Purpose

The University of Maine System is seeking responses to establish a contract with a qualified supplier who will provide expertise and management of wireless leased site assets

This statewide initiative follows a recent award for a firm to produce a Facility Master Plan for the seven major campuses (located in Fort Kent, Presque Isle, Orono, Machias, Augusta, Farmington and Southern Maine). The award for the Facility Master Plan was endorsed in March 2015 by the UMS Board of Trustees which recommended the seven major campus establish and maintain a campus master plan as part of a three-tiered physical infrastructure planning process. A core intention of this initiative is develop and manage a Wireless Leased Site Management Plan (WLSMP) that will represent a section in the overall Facility Master Plan and to establish a contract with a qualified supplier who will develop, maintain and manage the WLSMP.

The resulting Request for Proposal award will establish a contract with a qualified supplier to provide a comprehensive scope of services and serve as the University's primary point of contact for wireless leased site management and thereby ensuring the University of Maine System maximizes the value and utility of its current and potential wireless leased sites assets.

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

The following provides a summary of the seven campuses with the University of Maine System.

#### **University of Maine (UM)**

Founded in Orono in 1865, the University of Maine ("UMaine") is the flagship research campus of the University of Maine System. UMaine currently enrolls 9,512 total undergraduate and graduate students.

UMaine is a state-wide enterprise; comprised of 355 buildings and 4.6 million gross square feet, across 7,894 acres (13 square miles), the University serves the citizens of Maine from every corner of the state.

The University's main campus is in the town of Orono, comprised of over 202 buildings and 4.25 million gross square feet on 443 acres (0.69 square miles). The campus and contiguous properties total 1,690 acres extending into the City of Old Town, and includes the Witter Farm, Demeritt Forest, and University Park.

**University of Southern Maine (USM)**

The University of Southern Maine is comprised of three campuses, totaling 2,510,613 square feet, 89 buildings, and 350 acres. Total student body in AY 2014-15 is approximately 6,083.

The Portland campus has 43 buildings and is entirely academic and administrative space. This campus totals 1,214,667 square feet and 26.4 acres.

The Gorham campus has 45 buildings and is a mix of academic, administrative, and residential life/dining facilities type of space and totals 1,114,343 square feet and 102 acres.

The Lewiston-Auburn campus is comprised of one 132,437 square foot building (formerly an indoor tennis court renovated into university type space about 20 years ago). This building sits on 8.3 acres.

**University of Maine at Augusta (UMA)**

The University of Maine at Augusta (UMA) operates two campus locations (Augusta and Bangor) and six off-campus centers (Saco, Brunswick, Rockland, Ellsworth, S. Paris, Rumford/Mexico). Student enrollment FTE is 2,615.

The Augusta campus is UMA's main campus. It is located in Maine's capital city on a 160-acre parcel located adjacent to the Augusta Civic Center and the Interstate.

The Bangor campus (UMA-Bangor) sits on a 60 acre site located on the former Dow Air Force Base adjacent to the Bangor International Airport.

**University of Maine at Farmington (UMF)**

The University of Maine at Farmington is the public liberal arts campus of the University and is immediately adjacent to the historic downtown Farmington, ME. It is a 55 acre campus with approximately 800,000 square feet of space spread across 42 buildings. Student enrollment FTE is 1,695.

**University of Maine at Fort Kent (UMFK)**

The University of Maine at Fort Kent campus is 50.5 acres that includes 25 buildings, totaling nearly 270,000 gross square feet. Student enrollment FTE is 838.

**University of Maine at Machias (UMM)**

The University of Maine at Machias is Maine's Coastal University has 11 buildings, totaling 294,000 square feet on 243 acres. Student enrollment FTE is 516.

**University of Maine at Presque Isle (UMPI)**

The University of Maine at Presque Isle campus sits on 150 acres surrounded on two sides by the rolling hills and potato fields of northern Maine and is within short walking distance of downtown Presque Isle. There are 23 University-owned buildings totaling 418,359 gross square feet. Student enrollment FTE is 779.

**1.3 Eligibility to Submit Responses**

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

**1.4 Evaluation Criteria**

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

<b>Submission Requirements</b>	<b>Category</b>	<b>Points</b>
Section 4 (4.1-4.3)	Organization Qualifications, Experience, Financial Stability and References	20
Section 4 (4.4)	Economic Impact Within State of Maine	5
Section 4 (4.5)	Cost Response	30
Sections 6	Business Requirements (Matrix and Narrative)	20
Section 7 (7.1)	Technical Requirements	15
Section 8	Contract for Services	10
	<b>Total Points</b>	<b>100</b>

**Section 4 (4.5 Only) – Cost Response**

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

The scoring formula is:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (30) = \text{prorated score}$$

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

**Section 8 – Contract for Services**

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

## 1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Inquiries/Questions	November 12, 2015
Section 1, 1.7	Response to Written Inquiries/Questions	November 19, 2015
Section 1, 1.16	Deadline for Proposal Submission	December 8, 2015
	Estimated Respondent Presentation Date <b>(subject to change)</b>	December 15-17, 2015
	Award Announcement <b>(subject to change)</b>	January 8, 2015
	Estimated Agreement Start Date <b>(subject to change)</b>	February 1, 2016

## 1.6 Respondents' Presentations

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

## 1.7 Communication with the University

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

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

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

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

## 1.8 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The

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

### 1.9 Award Protest

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

### 1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue an award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting an Agreement under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

### 1.11 Costs of Preparation

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

### 1.12 Debarment

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

### 1.13 Response Understanding

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

### 1.14 Response Validity

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

### 1.15 Non-Responsive Submissions

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

### 1.16 Response Submission

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

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

### 1.17 Authorization

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

### 1.18 Multi-Institutional

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

## 1.19 Contractor's Liability Insurance

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

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

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

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

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

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

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

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

### 1.20 Pricing:

All prices quoted shall remain firm for the entire term of the agreement.

### 1.21 Cost Response Form Quantities

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

### 1.22 Agreement Documents

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

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

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

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

### 1.23 Employees

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

## SECTION 2

### 2.0 Scope of Work

Historically, each campus of the University of Maine System has responded separately to proposals from, and managed leases with, wireless service providers who are interested in leasing University properties for wireless activities such as the installation and operation of antenna arrays and broadcast equipment.

The objective of the program scope of work is to develop and manage the Wireless Leased Site Management Plan (WLSMP) in a manner that ensures the University of Maine System maximizes the value and utility of its wireless leased sites assets and potential wireless assets, in addition to managing the wireless leased site assets.

The WLSMP must be comprehensive and long-range in nature, tied to strategic direction and planning of the campus, and be responsive to current needs, and sufficiently define and address the future development needs of the campuses in support of the campus' and University's missions. The plan must also allow for flexibility to be modified in response to the ever-changing internal and external factors that influence institutions of higher education.

The development and management of the WLSMP will be done in support of the University of Maine System and campus Facilities Master Planning initiative that is ongoing within the University. The WLSMP shall include collection and analysis of current inventory and usage, conditions, and needs and define future space needs projections to support the campus, in a way that most efficiently and appropriately uses the existing campus physical assets, subject to approval of the University and its own programs and needs.

Development of the WLSMP must be an inclusive process that includes participation by and facilitates support of all campus constituencies and University Services teams, for each of the University of Maine System campuses, and accounts for the Universities' own use of wireless technology.

All existing baseline data sets and related planning reports and documents must be reviewed and considered in the development of the WLSMP including reports such as those already in our inventory, infrastructure needs and deficiencies, and accumulated deferred maintenance. In addition, the WLSMP must integrate and/or incorporate with any existing Institution Utility Master Plans.

The Consultant shall furnish all services necessary to complete the WLSMP in a thorough, professional manner and as indicated in the RFP, as well as those requirements which may be inferred reasonably from the nature of the project. The services shall include, at a minimum, the list of deliverables outlined in this section or as redefined by the Consultant and accepted by the University.

#### 1. **Wireless Leased Site Inventory and Needs Assessment**

Identification and inventory of existing wireless leased sites and equipment, including UMS-owned and third party wireless equipment (excluding internal

building WiFi) and will include collection of data to support management of the equipment:

- Campus or other University location
- Equipment location.
- Type and age of the equipment.
- Any third party providers related to the equipment, such as, communications backhaul.
- Copy of the current lease and lease amendments.
- Any additional information required to support management of leases, risk identification and management, zoning and environmental requirements, etc.
- Any needs or opportunities to enhance the provision of 3<sup>rd</sup>-party wireless services to University locations through mechanisms such as “carrier-neutral antenna arrays”.

Development of the inventory must be completed through an inclusive process. This process must engage and facilitate input and feedback from University stakeholders which will be identified by the Office of Facilities Management and General Services. The lease and related management documents will be provided to the IT Strategic Sourcing Manager and will be filed and maintained in the contract management repository.

Development of the needs assessment must be completed through an inclusive process. This process must engage and facilitate input and feedback from the stakeholders identified by the Office of the Facilities Management and General Services. The needs assessment will provide an evaluation of the current University property holdings for wireless telecommunications facilities and consider input from the Harriman, Inc. Architects responsible for the development of the Facility Master Plan.

A report shall be submitted to include a summary of the results of the process, a draft of the inventory by campus or location, any identified deficiency findings, needs assessment and preliminary marketing strategy for potential wireless leased site opportunities. This report will be submitted to the Office of the Facilities Management and General Services for review and approval.

## **2. Policy and Procedure Review**

Provide general guidance and assistance with regard to University policies and procedures related to locating and operating wireless telecommunication facilities and equipment on University property, including an update to the wireless communications policy. Policy and procedures will be done and apply at the University of Maine System level. The recommended policies and procedures will be based in industry best practices, safety standards, applicable law, and the needs of the University.

## **3. Concept Plan**

The concept plan will be the baseline deliverable requirement for each campus and shall, at a minimum, address the following:

- Inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi).
- Draft plan for management of the existing wireless leased sites.

- Draft plan for addressing findings identified in the needs assessment.
- Establish protocols for functional and safety standards.
- Establish design of a risk/safety management scale in accordance with industry best practices, to allow prioritization of resolution activities.
- Establish a marketing strategy for identified sites to wireless telecommunications companies.
- Draft policy and procedure revisions.
- Draft approach for consideration of the physical relationship of the University with its neighbors, especially as it relates to customary “Town and Gown” issues.
- Draft plan for performance monitoring including utilization.
- Draft Management of Change (MOC) procedure to manage any changes to existing equipment, new equipment, engineering improvements, structural reviews, other operations requirements and (except for “replacement in kind”) for all facilities. MOC will include a formal review to assure changes do not adversely affect employee health and safety, environment or operational quality of our facilities, ensuring non-interference between leases, maintaining facilities structural integrity, etc.
- Draft audit plan for ensuring compliance with health and safety standards, environment and operational quality of facilities and applicable laws.

Concept Plan should maximize existing built and natural assets. In developing the Concept Plan, the Consultant will take into consideration the capacities outlined in any existing utility master plan(s). A group selected by Office of the Facilities Management and General Services will review and collaborate with the planner and ultimately recommend the concept plan to the Office of the Facilities Management and General Services approval. The approved Concept Plan will serve as the basis for development of the Wireless Leased Site Management Plan.

#### **4. Wireless Leased Site Management Plan (WLSMP)**

A draft of the complete WLSMP shall be developed based on the approved Concept Plan. The WLSMP shall set forth a new long-range comprehensive plan for development of the University of Maine System wireless leased site management. More specifically, the WLSMP shall establish a forward thinking framework for orderly growth utilizing efficient space management techniques and set forth a plan for the optimal development of wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi). The WLSMP will be developed in consultation with Harriman, Inc. to ensure synergies with the Facility Master Plan and will be incorporated into that plan in the identified section.

The WLSMP shall include the inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi). The plan will identify the following:

- Final inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi).
- Final plan for management of existing wireless leased sites.
- Final plan for addressing findings identified in the needs assessment.
- Final protocols for functional and safety standards.

- A plan for addressing the identified functional and safety standard inadequacies.
- Final design of a risk/safety management scale in accordance with industry best practices, to allow prioritization of risk resolution activities.
- Prioritization of identified issue/risks resolution activities with accompanying action plan for resolution.
- Proactive marketing plan for wireless facilities and equipment.
- Final policy and procedure revisions.
- Final plan for consideration of the physical relationship of the University with its neighbors, especially as it relates to customary “Town and Gown” issues.
- Final plan for performance monitoring including utilization.
- Final Management of Change (MOC) procedure.
- Final audit plan for ensuring compliance with health and safety standards, environment and operational quality of facilities and applicable laws.

#### **5. Wireless Leased Site Management**

Provide ongoing management of wireless telecommunication facilities and equipment and serve as the primary point of contact for the University with wireless service providers.

- Review and evaluate wireless telecommunication applications from potential wireless service providers (such as cell phone carriers), perform initial evaluations of potential sites, negotiate with potential wireless service providers, provide advice and oversight regarding the final design and construction of facilities, and manage the assembly and execution of lease and/or license agreements.
- Establish and manage radio frequency interference resolution process, including development and maintenance of radio frequency utilization records for each location.
- Establish and manage wireless leased site change management process to ensure, including at least collecting change requests, communication, approval and record-keeping.
- Monitor existing lease agreements and identify opportunities for enhancement.
- Evaluate, monitor and audit compliance with University policies and procedures, environmental and regulatory requirements, risk management, safety, applicable law, etc.
- Market the approved plan for expansion of wireless telecommunications facilities and equipment.
- Assist Strategic Sourcing Manager in development of new sourcing opportunities to expand undeveloped sites, such as Requests for Proposals, etc.
- Provide quarterly and annual reports updating University senior management of overall plan performance including utilization, issue/risk identification and recommendations for improvement to the current wireless facilities and equipment.
- Maintain existing wireless facility and equipment inventory database.
- Lifecycle management of the Wireless Leased Site Management Plan.

**6. Presentations**

Presentation of findings and recommendations are anticipated at completion of the following phases:

- Submittal of Wireless Leased Site Inventory
- Policy and Procedure Review
- Needs Assessment
- Submittal of Preliminary Concept Plan
- Submittal of Final Concept Plan
- Submittal of Preliminary Wireless Leased Site Management Plan (WLSMP)
- Submittal of Final Wireless Leased Site Management Plan (WLSMP)
- Quarterly and Annual Reports

The University will require as many meetings and presentations as necessary. There should be no assumption on the number of presentations or the number of trips required. Presentations are the formal promulgation of the WLSMP and its components to all vested parties and are to be in addition to all working session presentations given to the leadership and the project staff. Professional-level presentation graphics are required. The Office of the Facilities Management and General Services shall provide instructions as to the specific presentation requirements as necessary.

**7. Reports**

Report and presentation graphics are required to be submitted at each project development phase. All reports and presentation graphics submitted during the course of the WLSMP effort shall be in both electronic format and hard copy. The electronic format shall be presented on a CD, DVD, or flash drive. Text software shall be compatible with Microsoft Office, and all digitized drawings shall be in the latest version of AutoCAD and in PDF format. Renderings shall be provided in both JPG and PDF format. The hard copy shall be submitted as one reproducible master, along with single copies of all drawings and other graphics in mylar (or other medium as approved by the University) reproducible for all final documents. For draft documents only, an electronic copy and twenty-five hard copies of text, illustrations, and drawings are required. All submissions shall be in an electronic format that can be converted to a web-based file for display on the University.

## SECTION 3

### 3.0 Response Submission Requirements

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

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

#### 3.1 General Format Instructions

- 3.1.1 **PAPER SUBMISSIONS** - Responses are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be organized with tabs separating the sections of the response. Manuals and other reference documentation may be bound separately.

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

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

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

- 3.1.3 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.

- 3.1.4 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University’s evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 3.1.5 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.
- 3.1.6 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### 3.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the seven (7) distinct sections noted below:

#### **Requirements - Organization Qualifications and Experience**

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
  - a. 4.1 Organizational Qualifications and Experience
  - b. 4.2 Financial Stability
  - c. 4.3 References
  - d. 4.4 Economic Impact within the State of Maine

#### **Requirements - Cost Response**

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

#### **Requirements – Business Functional**

1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 6**:
  - 6.0 Business Functional Requirements (Narrative)

#### **Requirements – Technical**

1. Label this Section 4 in the response.
2. Provide responses for each requirement in **RFP Section 7**:
  - 7.0 Technical Requirements

#### **Contract for Services**

1. Label this Section 5 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 8**.

#### **Confidential Information**

1. Label this Section 6 in the response.
2. Provide the documents as outlined in **RFP Section 9**.

#### **Attachments**

1. Label this Section 7 in this response.
2. Any remaining attachments required as part of the response.

## SECTION 4 - REQUIREMENTS

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

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

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

#### 4.1 Organizational Qualifications and Experience

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Describe your experience offering a solution for the scope of work identified in **Section 2** of this document and if possible within higher education. Provide a client list that includes any and all higher education clients. If available, provide examples of similar work at similar Universities.
- 4.1.4 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services identified in the **Section 2** scope of work of this document
- 4.1.5 Describe your firm's understanding of the current higher education needs for providing the services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
- 4.1.6 The Respondent shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Resumes shall include education, experience, license, and/or certifications of each individual.
- 4.1.7 Describe your experience with National Association of Tower Erectors (NATE) STAR safety program and specifically what the NATE STAR

program requires of contractors and how this can best be utilized with University property.

- 4.1.8 Describe your experience with ComTrain climber certification for contractors and if there are additional certifications which should be required of contractors.

## 4.2 Financial Stability

The Respondent shall provide with the response proof of financial stability in the form of audited financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Respondent to be capable of meeting the requirements of this document.

## 4.3 References

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

## 4.4 Economic Impact within the State of Maine

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

For the purposes of this document, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Respondent and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Respondent's business operations.

To complete the "Economic Impact" section of the Respondent's response, the Respondent shall include no more than one page of typed text, describing the Respondent's current, recent, or projected economic impact with the State of Maine, as defined above. The Respondent may include all details and information that it finds to be most relevant for this section.

## 4.5 Cost Response

### 4.5.1 General Instructions:

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

- 4.5.1.2 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
  - 4.5.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the Response from consideration, at the discretion of the University.
  - 4.5.1.4 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
- 4.5.2 Cost Response Form Instructions – Appendix B
- 4.5.2.1 The Respondent **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

## **SECTION 5 - REQUIREMENTS**

### **5.0 Business Functional Requirements (Matrix Section)**

Intentionally Omitted

## SECTION 6 - REQUIREMENTS

### 6.0 Business Functional Requirements (Narrative Section)

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Respondents **MUST** indicate if system modification, additional products or Respondents, costs or if any other accommodation would be necessary to meet a requirement.

#### 6.1 Professional Services

- 6.1.1 Provide a detailed description of your professional services deliverables required to support the scope of work in this document. Include in your response detail on each of the deliverables outlined in **Section 2 Scope of Work**.
- 6.1.2 Provide at least one finalized Concept Plan developed by your company. Ideally, plans from varying sized institutions would be preferred. Please provide a reference contact for the institution which the plan was designed.
- 6.1.3 Provide at least one finalized Wireless Leased Site Management Plan developed by your company. Ideally, plans from varying sized institutions would be preferred. Please provide a reference contact for the institution which the plan was designed.
- 6.1.4 Provide examples of the reports outlined in **Section 2 Scope of Work**. Please provide a reference contact for the institution which the plan was designed.
- 6.1.5 Provide examples of one Management of Change (MOC) developed by your company and as described in **Section 2 Scope of Work**.

#### 6.1 Implementation Requirements

- 6.1.1 Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
- 6.1.2 Describe your project management approach. What project management tools do you use?
- 6.1.3 Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed hours required for successful implementation.
- 6.1.4 Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement the scope of work

including functional and technical resources within the University. Please include in your response a sample project plan.

- 6.1.5** Identify any third party Respondents involved in your implementation strategy and describe these relationships. Indicate whether these relationships are required or optional for implementation of the proposed solution. Be sure to detail associated costs and requirements related to the third party.

## **6.2 Support Requirements**

- 6.2.1** Is there a customer portal available for clients to report issues and obtain information via a knowledge base? What is the process for reporting issues and seeking assistance? What are your turn-around times?
- 6.2.2** Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs?
- 6.2.3** Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for subscription fee credits as a result of the lapse?

## SECTION 7 - REQUIREMENTS

### 7.0 Technical Requirements

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Respondents **MUST** indicate if system modification, additional products or Respondents, costs or if any other accommodation would be necessary to meet a requirement.

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

#### 7.1 Technical Requirements – General

- 7.1.1 What security protections are provided by the third party? Can they show evidence that they have been audited, accredited, or reviewed by an independent auditor?
  
- 7.1.2 Provide standards for engineering safety controls, auditing, provisioning of electrical and data connections.
  
- 7.1.3 Provide the third-party technology partner(s) name(s), address(es) and contact(s), as well as explain additional costs or fees associated with the components.
  
- 7.1.4 Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Contract for Services, Rider C. Standards for Safeguarding Information**, as part of the agreement.

## SECTION 8

### 8.0 Contract for Services Requirements

- 8.1 The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response:
- 8.1.1 AIA Document B102 – 2007
  - 8.1.2 Appendix A University of Maine System Supplementary Requirements to AIA Document B102 – 2007 Standard Form of Agreement Between Owner and Architect
  - 8.1.3 Appendix B University of Maine System Scope of Work Master Agreement & Special Terms & Conditions for Service Engagement.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. The University will not accept modifications to the AIA Document B102 – 2007 or Appendix A as noted above. By submitting a response to the Request for Proposal, your entity understands and agrees to the terms and conditions outlined in those documents.

Any Respondent that requires adjustments to Appendix B other than what is part of the Respondent's submission (Appendix B, Riders A, A1, B1, B2, D, and F), will be required to provide the response as outlined in Section 8, 8.1.4 to document the Appendix B modifications.

Otherwise the Respondent must sign the AIA Document B102 – 2007 Agreement signifying acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement.

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

- 8.1.4 Provide a **red-line version of Appendix B only** to reflect language adjustments to

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

- 8.1.5 Provide University of Maine System, Contract for Services, language for **Rider D Implementation Plan and Timeline**.

The Implementation Plan and Timeline must reflect a high-level milestone plan with estimated duration for the implementation.

- 8.1.6 Provide University of Maine System, Contract for Services language for **Rider G Contractor's Service Level Agreement to Support the University**.

Service Level Agreement (SLA) will include at a minimum a description of the agreement between the Contractor and the University through the

documentation of Services, including but not limited to, Service Level Targets and specifies the responsibilities of the Service Provider and the University. The general structure of the agreement should include:

Service Description, Service Hours, Service Availability, Reliability, Customer Support, Service Performance, Functionality, Change Management Procedure, Service Reviews, Glossary of Terms, Amendment Sheet (as applicable).

## **SECTION 9**

### **9.0 Confidential Information**

- 9.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18
  
- 9.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

## SECTION 10

### 10.0 List of Appendices and Related Documents

This section lists documents which are included.

10.1 Appendix A – University of Maine System Response Cover Page

10.2 Appendix B – Cost Response Form

10.3 Exhibit 1 – Pricing

10.4 University of Maine System, Contract for Services including:

10.4.1 **AIA Document B102 – 2007**

10.4.2 **Appendix A** University of Maine System Supplementary Requirements to AIA Document B102 – 2007 Standard Form of Agreement Between Owner and Architect

10.4.3 **Appendix B** University of Maine System Scope of Work Master Agreement & Special Terms & Conditions for Service Engagement

Appendix A – University of Maine System Response Cover Page

**RFP # 2016-16  
Wireless Site Management Services**

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)

Appendix B - Cost Response Form

**University of Maine System  
COST RESPONSE FORM**

**RFP # 2016-16  
Wireless Site Management Services**

Respondent's Organization Name:

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**GENERAL INSTRUCTIONS:**

Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of the Agreement.

**Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all services.

The Respondent is to submit a fully detailed budget, to include number of estimated hours and their associated hourly rate which shall be inclusive of staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the Agreement.

\*\*Pricing will be guaranteed by the vendor for the term of the Agreement.

**IMPORTANT** – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Professional Services Rate Schedule**

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

**Role/Position Title if Individual** - List role/position title of each role/position title from your organization that would be responsible for work on the project.

**Hourly Rate** - Is the hourly dollar amount that may be invoiced by role/position title.

**Exhibit 1 (Table 1)** – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

Respondent's Name:		
#	Role of Individual/Position Title	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions here;	
	-	
	-	

**INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Pricing for Custom Features Deliverables**

Provide rate schedule for the high-level deliverables defined RFP Section 2.0 Scope of Work.

Costs for subcontractors are to be broken out separately.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

**University Name** – Institution name pertaining to the costs related to the solution.

**Deliverable Name** - Provide a brief name for the deliverable.

**Role/Position Title (Exhibit 1 Table 1)** - List each role/position title from your organization that would be responsible for contributing to completion of the deliverable. Bidder will replace verbiage 'Position Title 1', etc. with the appropriate actual role/position title in **Exhibit 1 (Table 2)**.

**Hours** – Note the total hours that will be required to provide the contribution necessary to complete the deliverable for each role/position title.

**Hourly Rate** - The hourly dollar amount that may be invoiced by role/position title.

**Cost Estimate** – Calculation of the (Hours x Hourly Rate = Cost Estimate)

**Sub-Total** – Provide a sub-total for each deliverable.

**Total** – Total cost for all deliverables to complete the work for the specified University campus. Your list of deliverables should trace back to the objectives and requirements listed in this document in Section 2.

Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.

**Less Discount** – Discount offered off the Subtotal figure.

**Grand Total** – Subtotal less Discount.

**Exhibit 1 (Table 2)** – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

Respondent's Name:					
#	Deliverable	Role/Position Title (Exhibit 1 Table 2)	Hours	Hourly Rate	Cost Estimate
<b>Deliverables 1 -4 will include costs for presentations and reports as outlined in Section 2 of the RFP</b>					
1	Deliverable 1 -Wireless Leased Site Inventory and Needs Assessment	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 2 - Policy and Procedure Review	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 3 - Concept Plan	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 4 - Wireless Leased Site Management Plan (WLSMP)	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
<b>Total</b>					
<b>Less Discount</b>					
<b>Grand Total</b>					
<b>Include additional explanation of costs and list assumptions that could influence the pricing for custom features.</b>					
List explanations and assumptions here:					
	-				
	-				
	-				

**INSTRUCTIONS FOR - Exhibit 1 (Table 3) – Ongoing Wireless Leased Site Management**

Respondents must provide the ongoing fee structure for wireless leased site management. The Respondents will include all costs associated to perform this task, in accordance with the requirements outlined in Section 2. This will include the necessary presentations and reports as outlined in Section 2.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

**Fee Structure Wireless Leased Site Management -**

For the purposes of the evaluation the University is requiring respondents to express their ongoing wireless leased site management fees as:

1. Percentage of current revenue from existing sites. Where applicable the existing revenue for the campus is provided in the table to help you determine the Revenue %.
2. Percentage of increased revenue from existing sites.
3. Percentage of revenue from new sites.

**IMPORTANT** for items 2 and 3 above the Revenue % will be applied for year 1 only, for subsequent years the fee structure will be applied at the Revenue % as stipulated in item 1 above

Pricing will include all costs associated with the ongoing management of leased sites.

**Revenue %** - Percentage of revenue. Respondents are required to supply a Revenue % on all campuses even those existing revenue column is \$0.00.

**Exhibit 1 (Table 3)** – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

Respondent's Name:					
#	Campus	Existing Revenue	Fee Structure Wireless Leased Site Management	Revenue %	Special Instructions
1	UM	86,436.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
2	UMA	0.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
3	UMF	18,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
4	UMFK	0.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
5	UMM	29,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
6	UMPI	23,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
7	USM	200,752.80	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.

TABLE 1  
Professional Services Rate Schedule

<b>Respondent's Name:</b>		
<b>#</b>	<b>Role of Individual/Position Title</b>	<b>Hourly Rate</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	<b>Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.</b>	
	<b>List explanations and assumptions here;</b>	
	-	
	-	
	-	
	-	
	-	

TABLE 2  
Pricing for Deliverables

Respondent's Name:					
#	Deliverable	Role/Position Title (Exhibit 1 Table 2)	Hours	Hourly Rate	Cost Estimate
<b>Deliverables 1 -4 will include costs for presentations and reports as outlined in Section 2 of the RFP</b>					
1	Deliverable 1 -Wireless Leased Site Inventory and Needs Assessment	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
					<b>Sub-Total</b>
1	Deliverable 2 - Policy and Procedure Review	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
					<b>Sub-Total</b>
1	Deliverable 3 - Concept Plan	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
					<b>Sub-Total</b>
1	Deliverable 4 - Wireless Leased Site Management Plan (WLSMP)	Position Title 1			



Exhibit 1 Table 3  
Wireless Leased Site Management

Respondent's Name:					
#	Campus	Existing Revenue	Fee Structure Wireless Leased Site Management	Revenue %	Special Instructions
1	UM	86,436.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
2	UMA	0.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
3	UMF	18,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
4	UMFK	0.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
5	UMM	29,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
6	UMPI	23,000.00	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.

Exhibit 1 Table 3  
Wireless Leased Site Management

			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
7	USM	200,752.80	Percentage of revenue from existing sites.		
			Percentage of revenue from increases to existing sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.
			Percentage of revenue from new sites.		Revenue % indicated will be applied for year 1 only, for subsequent years the fees structure will be applied at the revenue % for existing sites.



**AIA®**

# Document B102™ – 2007

## **Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

**AGREEMENT** made as of the Tenth day of September in the year Two Thousand Fifteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

University of Maine System  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330

and the Architect:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

All campuses

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
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5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

Refer to Appendix B – University of Maine System Scope of Work Master Agreement and Special Terms and Conditions for Service Engagement.

See also Appendix A – University of Maine System Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect for additional contract requirements.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: See Appendix A – University of Maine System Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect, Section 1.5.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**ARTICLE 3 COPYRIGHTS AND LICENSES**

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

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§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following: See Appendix A – University of Maine System Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect.

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User Notes:

(1769175115)

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

#### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

- i. Refer to Appendix B – University of Maine System Scope of Work Master Agreement and Special Terms and Condition for Service Engagement.
- ii. Resulting Rider E – Services Engagement Form(s) as defined in Appendix B.

## § 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

See Appendix A – University of Maine System Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect, Section 1.5.

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of \_\_\_\_\_ percent ( %) of the expenses incurred.

**§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

**See Appendix A – University of Maine System Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect.**

**§ 6.4 PAYMENTS TO THE ARCHITECT**

§ 6.4.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

\_\_\_\_\_ % **See Appendix A - UMS Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect.**  
**Also Refer to Appendix B – University of Maine System Scope of Work Master Agreement and Special Terms and Condition for Service Engagement**

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

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Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

**Refer to Appendix B – University of Maine System Scope of Work Master Agreement and Special Terms and Condition for Service Engagement.**

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

.2

*(Paragraphs deleted)*

**Appendix A - UMS Supplementary Requirements to AIA B102-2007 Standard Form of Agreement Between Owner and Architect.**

.3 Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

**Appendix B – University of Maine System Scope of Work Master Agreement and Special Terms and Condition for Service Engagement**

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**Appendix A**  
**University of Maine System**  
**Supplementary Requirements to AIA Document B102-2007**  
**Standard Form of Agreement Between Owner and Architect**

**NOTE: B-102-2007 AS MODIFIED WITH UNIVERSITY OF MAINE SYSTEM'S  
SUPPLEMENTARY REQUIREMENTS MUST BE INCLUDED WITH B201-2007.**

**§ 1.1.1** Whenever the term Architect is used in this agreement, it is intended to mean the designer of record and can be either a Maine Registered Architect or Engineer.

**§ 1.2.1** Within four (4) weeks after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of services and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 1.5** Replace existing § 1.5 with the following:

**§ 1.5. INSURANCE REQUIREMENTS**

For this agreement, the Architect shall maintain the following insurance:

**§ 1.5.1 Commercial General Liability:** \$1,000,000 per occurrence covering Bodily Injury and Property Damage and written on an occurrence-based form.

**§ 1.5.2 Automobile Liability:** Minimum of \$1,000,000 per occurrence covering Bodily Injury and Property Damage. This Hired and Non-Owned Automobile Liability insurance covers vehicles used by the Architect that are not owned by the firm. This type of coverage by itself is acceptable if Design firm does not own any vehicles.

**§ 1.5.3 Workers Compensation:** In compliance with applicable state laws

**§ 1.5.4 Professional Liability (Errors & Omissions):** Minimum of \$1,000,000 limit.

**§ 1.5.5** All insurance shall be maintained during the term of the design agreement, and for a period of one year following payment of the final invoice, except for Professional Liability which must be maintained an additional two years if coverage is written on a "claims made" basis.

**§ 1.5.6** The University of Maine System shall be named as an Additional Insured on the Commercial General Liability Insurance.

**§ 1.5.7 Original** Certificates of Insurance for all of the above insurance shall be submitted to the Project Manager for review and acceptance prior to the signing of the design agreement. 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 and additional insured as follows: (regardless of campus):

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

**§1.5.8 Architect** must assure that similar coverage is in place for all persons or companies working for the Architect, including consultants and independent contractors. By entering into this agreement with the University, the Architect certifies this coverage is or will be in place and will continue to be in place as required.

**§ 2.2.1** The Owner's Representative on this project will be \_\_\_\_\_, who is authorized to sign contracts and other legal documents related to this project on behalf of the Owner.

**§ 2.2.2** The Owner's Project Manager on this project will be determined in Appendix B, Rider E documents.

**§ 2.3** Replace existing § 2.3 with the following:

**§ 2.3** The Owner shall furnish the services of consultants other than those designated in this agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultant. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

**§ 2.6** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 3.3** Replace existing § 3.3 with the following:

**§ 3.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractor, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in

performing services or construction for Owner. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

**§ 3.3.1** Add the following: Unless it is determined that the Architect was negligent in the services rendered to the Owner.

**§ 4.2.4** Replace existing § 4.2.4 with the following:

**§ 4.2.4** If the parties do not resolve a dispute through Mediation pursuant to § 4.2, the method of binding dispute resolution shall be Arbitration pursuant to § 4.3 of this Agreement.

**§ 4.3.1** Replace the existing § 4.3.1 with the following:

**§ 4.3.1** The parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement, except that the parties shall select only one Arbitrator, and there shall be no discovery. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 5.2** Replace the existing § 5.2 with the following:

**§ 5.2** If the project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.6** Replace existing § 5.6 with the following:

**§ 5.6 COMPENSATION UPON TERMINATION.**

**§ 5.6.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

**§ 5.6.2** In the event of termination hereunder for any reason, the Architect will not be entitled to special or exemplary damages of any kind, including but not limited to, lost profits, consequential damages, or loss of business.

**§ 5.7** Replace the existing § 5.7 with the following:

**§ 5.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

**§ 6.2** Replace the existing § 6.2 with the following:

**§ 6.2** Reimbursable Expenses are in addition to the compensation for the Basic Services and Additional Services, and include actual expenditures made by the Architect, the Architect's employees, or professional consultants solely for the expenses listed as follows:

- .1 With prior written authorization by the Owner, the Architect may be reimbursed for transportation, living and communication expenses incurred by the Architect in the providing of any Additional Services in connection with the work. Transportation, living expenses and telephone expenses will be the responsibility of the Architect;
- .2 Long distance services, dedicated data and communication services, teleconferences, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner,
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; and
- .8 The Owner shall reimburse Architect for the "net expense" for reproducing, postage and handling of drawings and specifications required for bidding purposes. The "net expense" shall be the difference between the actual cost to the Architect, less any deposits or payments retained.

**§ 6.2.1** Replace the existing § 6.2.1 with the following:

**§ 6.2.1** Unless otherwise agreed, Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants, plus an administrative fee of ten percent (10%) of the expenses incurred.

**§ 6.3** Replace the existing § 6.3 with the following:

**§ 6.3** COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE. If the Owner terminates the Architect for its convenience under § 5.5, or the Architect terminates this Agreement under § 5.3, the Owner shall not pay for the Owner's continued use of the Architect's Instruments of Service solely for the purposes set forth in § 3.3.

**§ 6.4.1** Delete this section.

**§ 6.4.2** Delete this section. Replace with Appendix B § 3.

**§ 7.6.1 Asbestos** The University recognizes the need to identify asbestos-containing materials that may be impacted during renovation or demolition activities. State regulations require asbestos materials to be removed or disturbed by only licensed asbestos abatement companies. The Architect shall discuss with the Project Manager whether any information is available regarding asbestos-containing building materials, scheduled asbestos surveys, or scheduled abatement activities.

If no information is available, Project Manager shall ensure an asbestos inspection is conducted by licensed personnel to determine the location, quantity and condition of any asbestos-containing materials that may be impacted. This information may be useful in developing design approaches or coordinating work schedules with planned asbestos abatement activities. Unless otherwise stated, the University is generally responsible for arranging for removal of friable asbestos, usually under separate contract.

The State of Maine Department of Environmental Protection has allowed properly trained and equipped roofing contractors to remove asbestos-containing materials associated with roofing systems. Where possible, the Architect shall include proper removal of asbestos-containing materials associated with roofs in design documents for normal roof demolition, repair and replacement. This issue should be discussed with the Project Manager. Any air or bulk sample monitoring data acquired in the removal of asbestos-containing roofing materials must be shared with the University.

**§ 7.6.2 Lead** The University expects lead-containing paint to be associated with existing buildings built before 1980. Generally, the University includes proper removal and disposal of lead-containing paint as part of the general painting specifications, since Maine does not require licensed lead abatement contractors to perform these activities when associated with renovation or construction in commercial buildings.

The Architect shall discuss with the Project Manager whether any testing for lead-containing paints has occurred. If so, any information regarding lead content shall be included in any published design documents. If not, the University and any contractor should assume that lead is present in painted surfaces unless proven otherwise.

In daycare facilities, family housing, and other occupancies where children are present, specialized lead paint testing and abatement may be necessary. The Architect shall discuss with the Project Manager whether these types of occupancies are expected and, where necessary, the University will contract directly with licensed firms to address these issues.

**§ 7.6.3 Hazardous Materials** Building construction and renovation by its very nature involves the use of hazardous materials. The Architect shall use caution in developing project manuals that require the University to handle all hazardous materials associated with a project. Where appropriate, the University shall address hazardous materials associated with chemical storage, laboratory facilities, or other University operations.

**§ 7.9** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 7.10** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Contract Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 7.11** Additional Services may be provided after execution of this Agreement per § 9.1, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section shall entitle the Architect to compensation pursuant to Article 6.

**§ 7.12** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.

**§ 8.1 DESIGN REQUIREMENTS – NOTE: FOR ADDITIONAL DESIGN CRITERIA SEE § 9.2.3.**

**§ 8.1.1 Compliance with NFPA 101** Design must comply with the latest adopted edition of NFPA 101 Life Safety Code. Architect is responsible for submission of Contract Documents to the Maine State Fire Marshal for certification of compliance. The Architect shall obtain a certificate of approval prior to the project advertisement for bid. The review application fee is a Reimbursable expense, payable by the University.

**§ 8.1.2 Accessibility** The entire design shall comply with Federal Section 504 Requirements of The Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) and the Maine Human Rights Act. The design of the project shall comply with the currently adopted ANSI Standard A117.1 and ADA Accessibility Guidelines for Buildings and Facilities. The Architect is responsible for submission of Contract Documents to the Maine State Fire Marshal for certification of compliance. The Architect shall obtain a certificate of approval prior to the project advertisement for bid. The review application fee is a Reimbursable expense, payable by the University. Under current State Law, the Architect must also submit to the University, under the Architect's letterhead, a certification of compliance with the State Accessibility Law prior to the project being advertised.

**§ 8.1.3 Sustainability & Energy Conservation** Board of Trustees policy requires that the University design and construct facilities in a manner that encourages environmental responsibility and promotes sustainable development on campus properties and in local communities ([http://www.maine.edu/system/policy\\_manual/policy\\_section1002.php](http://www.maine.edu/system/policy_manual/policy_section1002.php)).

.1 *By Board of Trustee policy and Governor's Executive Order, the selected design firm will be required to design to green standards compliant with Executive Order 27 FY11/12 when applicable and cost-effective.* The Architect will use LEED standards whenever possible and will keep an accurate accounting of each area of energy conservation concern, with annotation indicating how LEED standards are used or why they were not included.

**Any use of LEED standards must conform with Executive Order 27 FY11/12**

For more information, go to <http://www.usgbc.org>.

.2 New construction or substantial renovation must conform to ASHRAE Standard 62-2001 and ASHRAE Standard 90.1-2001 or current accepted version under any of the compliance methods specified in the standards. For the purpose of this section, "substantial renovation" means any renovation for which the cost exceeds 50% of the building's current value prior to renovation; see Title 10 MRSA 1415-D Mandatory Standards for Commercial Construction, as amended. In addition, design should have an energy-use target that exceeds ASHRAE 90 by at least 20%; see Title 5 MRSA 1764 Life-Cycle Costs, as amended.

.3 The Architect shall prepare a Life Cycle Analysis as required by Title 5 MRSA 1762 No Facility Constructed Without Life-Cycle Costs, as amended, which states (in part):

*No public improvement constructed or substantially renovated in whole or in part with public funds or using public loan guarantees, with an area in excess of 5,000 square feet, may be constructed without having secured from the designer a proper evaluation of life-cycle costs, as computed by a qualified architect or engineer. The requirements of this section with respect to substantial renovation shall pertain only to that portion of the building being renovated. Construction shall proceed only upon disclosing, for the design chosen, the life-cycle costs and the capitalization of the initial construction costs of the facility or building. The life-cycle costs shall be a primary consideration in the selection of the design.*

Any life-cycle costs must include:

The reasonably expected energy costs over the life of the building, as determined by the Architect, that are required to maintain illumination, power, temperature, humidity and ventilation and all other energy-consuming equipment in a facility;

The reasonable energy-related costs of probable maintenance, including labor and materials and operation of the building, replacement costs over the expected life of the facility and any other ownership cost issues identified by the University; and

A comparison of energy-related and economic-related design alternatives. The University may direct the Architect to select, include and develop life-cycle costs for any viable alternatives that should be considered.

The Life Cycle Analysis must be coordinated with appropriate LEED criteria. Final report shall include an executive summary highlighting the analysis. The Architect shall submit during preliminary design phase a preliminary life cycle cost analysis to be reviewed with the University.

.4 Maine law (Title 5 MRSA 1762-A Water Conservation in State Facilities, as amended,) requires all University facilities to be constructed with water conserving fixtures. All designs shall incorporate fixtures meeting Maine law, unless a lower flow rate is required by the University and communicated in writing.

.5 Maine law (Title 5 MRSA 1769 ) requires all University owned exterior lighting fixtures having an output greater than 1,800 lumens to be full cut-off type which allow no direct light emission above a horizontal plane through the luminaries' lowest light-emitting point.

§ 8.1.4 Historic Preservation. If this agreement involves a structure listed in the National Register of Historic Places or a structure within a designated historic zone, its design and implementation shall be done in compliance with the U.S. Secretary of the Interior's Standards for Rehabilitation as applicable. Plans for such projects shall be made available by the Architect to the Maine Historic Preservation Commission for the Commission's review and comment. Projects to which 8.1.X applies may be exempted from the provision only if done so explicitly in writing by the owner.

## APPENDIX B

### UNIVERSITY OF MAINE SYSTEM SCOPE OF WORK MASTER AGREEMENT & SPECIAL TERMS & CONDITIONS FOR SERVICE ENGAGEMENT

In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Architect hereby agrees with the University to provide the products and services described in this Appendix B, and the following Riders, hereby incorporated into this Appendix B and made part of it and the Agreement by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – W9 – Taxpayer Identification

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Implementation Plan and Timeline

**Rider E** – Services Engagement Form

**Rider F** – Architect’s Service Level Agreement to Support the University

**Amendments** as required

**Request for Proposal #16-16** Issue Date November 3, 2015 Titled Wireless Site Management Services

**Architect’s Bid in Response to Request for Proposal #16-16** Proposal Submission Date December 8, 2015 Titled Wireless Site Management Services

1. **Specifications of Work:** The Architect agrees to perform the Specifications of Work as described in **Rider A**.

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

2. **Term:** The Agreement shall commence on **February 1, 2016** and shall terminate on **January 31, 2019**, unless terminated earlier as provided in this Contract with option for **two (2) one (1) year renewals or one (1) two (2) year renewal** upon the parties’ mutual written agreement.

3. **Payment:**

- A. **“Payment”** shall be made upon submittal of an electronic invoice to the University by the Architect on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- B. **“Architect’s Compensation”** The University shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Architect for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- C. **“Records of Reimbursable Expenses and Services”** performed on the basis of hourly rates shall be available to the University at mutually convenient times.
- D. **“Sales & Excise Tax”** The University is an instrumentality and an Agency of the State of Maine and is exempt from State of Maine Sales and Use Tax and by Federal determination from Federal Excise Taxes.

No Sales and Use Tax or Federal Excise Tax should be included for any supplies, material or equipment purchased for permanent inclusion in a University facility.

- E. **“Additional Services”** The University will have the option to purchase additional services under the Agreement. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**.
  - F. **“Multi-Institution Capabilities”** University will have the option to include products and services under the Agreement to additional University institutions, this includes any additional University institutions formed during the term of the agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **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.
5. **Non-Discrimination:** In the execution of the contract, the Architect 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.
6. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System

Robinson Hall  
46 University Drive  
Augusta, Maine 04330

Attn: **Adam Green**

**To Architect:**

Company Name:  
Contact Name:  
Address:  
Phone Number:  
Fax Number:

7. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

Accounts Payable Shared Services  
5765 Service Bldg.  
Orono, ME 04469

Phone: [207-581-2692](tel:207-581-2692)  
Fax: [207-581-2698](tel:207-581-2698)  
Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

8. **Order of Precedence:** In the event of any conflict among the documents which form the Agreement, the following order of precedence shall apply:
- A. **AIA Document B102-2007, Standard Form Agreement Between Owner and Architect**, agreement date September 10, 2015
  - B. **Appendix A – University of Maine System Supplementary Requirements to AIA Document B102-2007**, hereinafter referred to as “**Appendix A**”.
  - C. **Appendix B - University of Maine System Scope of Work Master Agreement and Special Terms and Conditions for Service Engagement**, hereinafter referred to as “**Appendix B**”.
  - D. **Appendix B, Rider A - Specifications of Work to be Performed**
  - E. **Appendix B, Rider A-1 – Pricing**
  - F. **Appendix B, Rider B-1 – Insurance Requirements**
  - G. **Appendix B, Rider B-2 – W9 – Taxpayer Identification**
  - H. **Appendix B, Rider C – University of Maine System Standards for Safeguarding Information**
  - I. **Appendix B, Rider D – Implementation Plan and Timeline**
  - J. **Appendix B, Rider E – Services Engagement Form**
  - K. **Appendix B, Rider F – Architect’s Service Level Agreement to Support the University**
  - L. **Appendix B, Amendments** as required
  - M. **Request for Proposal #16-16** Issue Date November 3, 2015 Titled Wireless Site Management Services
  - N. **Architect’s Bid in Response to Request for Proposal #16-16** Proposal Submission Date December 8, 2015 Titled Wireless Site Management Services

9. **Multi-Institution Capabilities** University will have the option to include products and services under the Agreement to additional University institutions, this includes any additional

University institutions formed during the term of the Agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

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

## **RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED**

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

### **INTENT AND PURPOSE**

The University of Maine System sought responses to establish a contract with a qualified supplier who will provide expertise and management of wireless leased site assets

This statewide initiative follows a recent award for a firm to produce a Facility Master Plan for the seven major campuses (located in Fort Kent, Presque Isle, Orono, Machias, Augusta, Farmington and Southern Maine). The award for the Facility Master Plan was endorsed in March 2015 by the UMS Board of Trustees which recommended the seven major campus establish and maintain a campus master plan as part of a three-tiered physical infrastructure planning process. A core intention of this initiative is develop and manage a Wireless Leased Site Management Plan (WLSMP) that will represent a section in the overall Facility Master Plan and to establish a contract with a qualified supplier who will develop, maintain and manage the WLSMP.

The resulting Request for Proposal award will establish a contract with a qualified supplier to provide a comprehensive scope of services and serve as the University's primary point of contact for wireless leased site management and thereby ensuring the University of Maine System maximizes the value and utility of its current and potential wireless leased sites assets.

The following provides a high-level description of the seven (7) campuses.

### **University of Maine (UM)**

Founded in Orono in 1865, the University of Maine ("UMaine") is the flagship research campus of the University of Maine System. UMaine is among the most comprehensive higher education institutions in the Northeast and attracts students from across the U.S. and more than 65 countries. It currently enrolls 11,247 total undergraduate and graduate students who can directly participate in groundbreaking research working with world-class scholars. UMaine offers doctoral degrees in 30 doctoral programs, representing the humanities, sciences, engineering, and education; master's degrees in 75 disciplines; 90 undergraduate majors and academic programs; and one of the oldest and most prestigious honors programs in the U.S. The university serves traditional, non-traditional, and online student populations. UMaine is committed to a culture of sustainability and environmental responsibility, with substantial efforts aimed at conserving energy, recycling and adhering to sustainable building design and construction standards.

UMaine is a state-wide enterprise; comprised of 355 buildings and 4.6 million gross square feet, across 7,894 acres (13 square miles), with a total asset value of over \$1.25 billion dollars, the University serves the citizens of Maine from every corner of the state.

The University's main campus is in the town of Orono, comprised of over 202 buildings and 4.25 million gross square feet on 443 acres (0.69 square miles). The campus and contiguous properties total 1,690 acres extending into the City of Old Town, and includes the Witter Farm, Demeritt Forest, and University Park. UMaine is 5 miles from the City of Bangor, which has a population of approximately 33,000 residents and is the hub of surrounding communities totaling in excess of 80,000 residents.

UMaine houses over 3,400 students on its Orono campus, in 19 residence halls and facilities; providing a wide variety of building and community styles to meet students' needs. The Orono campus infrastructure includes facilities serving the state's only division 1 athletic programs; an arboretum; a central heating plant serving the majority of the campus' heating demand; in excess

of 135 acres of paved surfaces; and over 150 miles of University-owned utilities: including steam, water, sewer, storm drain, and electrical infrastructure. The campus includes 190 classrooms and 970 laboratory spaces, totaling in excess of 140,000 gsf and 525,000 gsf, respectively.

### **University of Southern Maine (USM)**

The University of Southern Maine is comprised of three campuses, totaling 2,510,613 square feet, 89 buildings, and 350 acres. Current replacement value of all three campuses is approximately \$580M. The Portland and Gorham campuses serve the same body of students, while the Lewiston-Auburn campus serves a nearly entirely unique body of students. Total student body in AY 2014-15 is approximately 9,000. The total deferred maintenance of all three campuses is approximately \$238M, and the net asset value of all buildings is approximately 59%. Of the \$238M deferred maintenance \$95M is a current and critical need.

The Portland campus has 43 buildings and is entirely academic and administrative space. This campus totals 1,214,667 square feet and 26.4 acres. The current replacement value of the Portland campus is approximately \$255M, the current and critical deferred maintenance need is approximately \$35M. Of the older buildings on this campus, the NAV is 51%

The Gorham campus has 45 buildings and is a mix of academic, administrative, and residential life/dining facilities type of space and totals 1,114,343 square feet and 102 acres. The current replacement value of the Gorham campus is approximately \$285M, the current and critical deferred maintenance need is approximately \$60M. Of the older buildings on this campus the NAV is 45%.

The Lewiston-Auburn campus is comprised of one 132,437 square foot building (formerly an indoor tennis court renovated into university type space about 20 years ago) with a CRV of \$40M. This building sits on 8.3 acres. Deferred maintenance amount and NAV are unknown but NAV is significantly higher than either the Portland or Gorham campuses.

### **University of Maine at Augusta (UMA)**

The University of Maine at Augusta (UMA) operates two campus locations (Augusta and Bangor) and six off-campus centers (Saco, Brunswick, Rockland, Ellsworth, S. Paris, Rumford/Mexico). UMA is currently a commuter school although the campus is in negotiations with a local developer to create on-campus housing opportunities on the Augusta campus through a public/private arrangement. It is anticipated that on-campus housing will be available in the fall of 2017. UMA delivers both on-site classes as well as distance education programming throughout the state and beyond Maine's borders utilizing one of more of the following modalities: interactive television system, videoconference, and web-based instruction. UMA has a state-wide mission to provide access and is the third largest institution in the University System with more than 6,000 students. The majority of UMA's students are part-time, adult learners with an average age of approximately 30 years old.

The Augusta campus is UMA's main campus. It is located in Maine's capital city on a 160-acre parcel located adjacent to the Augusta Civic Center and the Interstate. UMA was created by an act of the Maine legislature in 1965 and moved to the current location in 1970 when its first academic building, Jewett hall, opened. The Augusta campus has 14 buildings on the campus, and recently acquired a five story building in downtown Augusta known as Handley Hall. Built in 2007 as an addition to the Katz Library, the Michael Klahr Center serves as the home for the Holocaust and Human Rights Center of Maine. In addition to the campus buildings, UMA leases from the Augusta Civic Center 16,800 square feet of classroom space to support UMA's Nursing Education programs and recreation space. The Augusta campus has a total of approximately 200,000 square feet of total assignable space. In addition to the campus buildings, the Augusta

campus has a network of walking trails and athletic fields utilized for University and community recreation and athletic activities.

Augusta buildings: Jewett Hall, Katz Library, Randall Student Technology Center, Fine Arts Buildings, Art and Architecture Buildings, Farmhouse, Stoddard House, Alumni Center, Maine CITE, Mailroom/Copy Center and Grounds Shop, Handley Hall, Ceramics Studio, Maintenance Garage

The Bangor campus (UMA-Bangor) sits on a 60 acre site located on the former Dow Air Force Base adjacent to the Bangor International Airport. The campus utilizes 10 former air force base buildings for academic and administrative activities and has two maintenance garages. Three of the buildings are repurposed military barracks buildings that have undergone extensive renovations. The former officers club has been repurposed to house a 24-chair state of the art dental clinic to support the campus's dental health programs. A portion of Camden Hall has been renovated to house a veterinary clinic to support the Veterinary Technology academic program. The Bangor campus has approximately 135,000 square feet of assignable space.

Bangor buildings: Bangor Hall, Camden Hall, Lincoln Hall, Lewiston Hall, Belfast Hall, Eastport Hall, College Center, Acadia Hall, Dow Chapel, Fitness Center, two Maintenance garages

UMA manages six University College Centers in leased facilities. The University College Centers serve the educational needs of the local communities and provide access to postsecondary education opportunities offered by the University of Maine system campuses. Some centers operate jointly with the local Community College campus to offer expanded educational programming to the region.

### **University of Maine at Farmington (UMF)**

The University of Maine at Farmington is the public liberal arts campus of the University and is immediately adjacent to the historic downtown Farmington, ME. It is a 55 acre campus with approximately 800,000 square feet of space spread across 42 buildings. UMF has approximately \$9M in immediate maintenance needs with a total replacement value of \$194.5M.

### **University of Maine at Fort Kent (UMFK)**

The University of Maine at Fort Kent was founded as the Madawaska Training School in 1878 to prepare bilingual teachers to serve the French speaking people of Northern Aroostook County. Today UMFK is a model "rural university" in New England, creating pathways to educational opportunity and professional success for rural communities and people. A small public institution of 1,300 students, offering quality baccalaureate and associate degree programs with a legacy of quality teaching.

The University of Maine at Fort Kent campus is 50.5 acres that includes 25 buildings, totaling nearly 270,000 gross square feet. The estimated replacement value is \$59.3 million. With 33% of the building in the 50+ year renovation age the Net Asset Value is 59%.

### **University of Maine at Machias (UMM)**

The University of Maine at Machias is Maine's Coastal University has 11 buildings, totaling 294,000 square feet on 243 acres. UMM has the following needs: \$6M Immediate need, \$5M for renewal, \$22M for remaining needs. Total replacement value \$71.6M.

### **University of Maine at Presque Isle (UMPI)**

The University of Maine at Presque Isle was founded in 1903 as the Aroostook State Normal School by the Maine State Legislature following the work of dedicated citizens who saw the

growing need for post-secondary education in central Aroostook County. The University now provides 1,100 traditional and non-traditional students with opportunities in a small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region.

The University of Maine at Presque Isle campus sits on 150 acres surrounded on two sides by the rolling hills and potato fields of northern Maine and is within short walking distance of downtown Presque Isle. There are 23 University-owned buildings totaling 418,359 gross square feet. The total building value is \$82,687,211 and the current asset reinvestment backlog is \$32.6M (Sightlines Report 2014).

### **SERVICES SCOPE OF WORK:**

Historically, each campus of the University of Maine System has responded separately to proposals from, and managed leases with, wireless service providers who are interested in leasing University properties for wireless activities such as the installation and operation of antenna arrays and broadcast equipment. This piecemeal approach has resulted in inconsistencies and risks.

The objective of the program scope of work is to develop and manage the Wireless Leased Site Management Plan (WLSMP) that ensures the University of Maine System maximizes the value and utility of its wireless leased sites assets and potential wireless assets, in addition to managing the wireless leased site assets.

The WLSMP must be comprehensive and long-range in nature, tied to strategic direction and planning of the campus, and be responsive to current needs, and sufficiently define and address the future development needs of the campuses in support of the campus' and University's missions. The plan must also allow for flexibility to be modified in response to the ever-changing internal and external factors that influence institutions of higher education. The development and management of the WLSMP will be done in support of the University of Maine System and campus Facilities Master Plan that is underway currently with Harriman, Inc.

The WLSMP shall include collection and analysis of current inventory and usage, conditions, and needs and define future space needs projections to support the campus, in a way that most efficiently and appropriately uses the existing campus physical assets. Development of the WLSMP must be an inclusive process that includes participation by and facilitates support of all campus constituencies and University Services teams, for each of the University of Maine System campuses, and accounts for the Universities' own use of wireless technology.

All existing baseline data sets and related planning reports and documents must be reviewed and considered in the development of the WLSMP including reports such as those already in our inventory, infrastructure needs and deficiencies, and accumulated deferred maintenance. In addition, the WLSMP must integrate and/or incorporate with any existing Institution Utility Master Plans.

The Consultant shall furnish all services necessary to complete the WLSMP in a thorough, professional manner and as indicated in the RFP, as well as those requirements which may be inferred reasonably from the nature of the project. The services shall include, at a minimum, the list of deliverables outlined in this section or as redefined by the Consultant and accepted by the University.

#### **1. Wireless Leased Site Inventory and Needs Assessment**

Identification and inventory of existing wireless leased sites and equipment, including UMS-owned and third party wireless equipment (excluding internal building WiFi) and will

include collection of data to support management of the equipment:

- Campus or other University location
- Equipment location.
- Type and age of the equipment.
- Any third party providers related to the equipment, such as, communications backhaul.
- Copy of the current lease and lease amendments.
- Any additional information required to support management of leases, risk identification and management, zoning and environmental requirements, etc.
- Any needs or opportunities to enhance the provision of 3<sup>rd</sup>-party wireless services to University locations through mechanisms such as “carrier-neutral antenna arrays”.

Development of the inventory must be completed through an inclusive process. This process must engage and facilitate input and feedback from University stakeholders which will be identified by the Office of Facilities Management and General Services. The lease and related management documents will be provided to the IT Strategic Sourcing Manager and will be filed and maintained in the contract management repository.

Development of the needs assessment must be completed through an inclusive process. This process must engage and facilitate input and feedback from the stakeholders identified by the Office of the Facilities Management and General Services. The needs assessment will provide an evaluation of the current University property holdings for wireless telecommunications facilities and consider input from the Harriman, Inc. Architects responsible for the development of the Facility Master Plan.

A report shall be submitted to include a summary of the results of the process, a draft of the inventory by campus or location, any identified deficiency findings, needs assessment and preliminary marketing strategy for potential wireless leased site opportunities. This report will be submitted to the Office of the Facilities Management and General Services for review and approval.

## **2. Policy and Procedure Review**

Provide general guidance and assistance with regard to University policies and procedures related to locating and operating wireless telecommunication facilities and equipment on University property, including an update to the wireless communications policy. Policy and procedures will be done and apply at the University of Maine System level. The recommended policies and procedures will be based in industry best practices, safety standards, applicable law, and the needs of the University.

## **3. Concept Plan**

The concept plan will be the baseline deliverable requirement for each campus and shall, at a minimum, address the following:

- Inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi).
- Draft plan for management of the existing wireless leased sites.
- Draft plan for addressing findings identified in the needs assessment.
- Establish protocols for functional and safety standards.
- Establish design of a risk/safety management scale in accordance with industry best practices, to allow prioritization of resolution activities.
- Establish a marketing strategy for identified sites to wireless telecommunications companies.
- Draft policy and procedure revisions.

- Draft approach for consideration of the physical relationship of the University with its neighbors, especially as it relates to customary “Town and Gown” issues.
- Draft plan for performance monitoring including utilization.
- Draft Management of Change (MOC) procedure to manage any changes to existing equipment, new equipment, engineering improvements, structural reviews, other operations requirements and (except for “replacement in kind”) for all facilities. MOC will include a formal review to assure changes do not adversely affect employee health and safety, environment or operational quality of our facilities, ensuring non-interference between leases, maintaining facilities structural integrity, etc.
- Draft audit plan for ensuring compliance with health and safety standards, environment and operational quality of facilities and applicable laws.

Concept Plan should maximize existing built and natural assets. In developing the Concept Plan, the Consultant will take into consideration the capacities outlined in any existing utility master plan(s). A group selected by Office of the Facilities Management and General Services will review and collaborate with the planner and ultimately recommend the concept plan to the Office of the Facilities Management and General Services approval. The approved Concept Plan will serve as the basis for development of the Wireless Leased Site Management Plan.

#### **4. Wireless Leased Site Management Plan (WLSMP)**

A draft of the complete WLSMP shall be developed based on the approved Concept Plan. The WLSMP shall set forth a new long-range comprehensive plan for development of the University of Maine System wireless leased site management. More specifically, the WLSMP shall establish a forward thinking framework for orderly growth utilizing efficient space management techniques and set forth a plan for the optimal development of wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi). The WLSMP will be developed in consultation with Harriman, Inc. to ensure synergies with the Facility Master Plan and will be incorporated into that plan in the identified section.

The WLSMP shall include the inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi). The plan will identify the following:

- Final inventory and evaluation of the existing wireless leased space including UMS-owned and third party wireless equipment (excluding internal building WiFi).
- Final plan for management of existing wireless leased sites.
- Final plan for addressing findings identified in the needs assessment.
- Final protocols for functional and safety standards.
- A plan for addressing the identified functional and safety standard inadequacies.
- Final design of a risk/safety management scale in accordance with industry best practices, to allow prioritization of risk resolution activities.
- Prioritization of identified issue/risks resolution activities with accompanying action plan for resolution.
- Proactive marketing plan for wireless facilities and equipment.
- Final policy and procedure revisions.
- Final plan for consideration of the physical relationship of the University with its neighbors, especially as it relates to customary “Town and Gown” issues.
- Final plan for performance monitoring including utilization.
- Final Management of Change (MOC) procedure.

- Final audit plan for ensuring compliance with health and safety standards, environment and operational quality of facilities and applicable laws.

## **5. Wireless Leased Site Management**

Provide ongoing management of wireless telecommunication facilities and equipment and serve as the primary point of contact for the University with wireless service providers.

- Review and evaluate wireless telecommunication applications from potential wireless service providers (such as cell phone carriers), perform initial evaluations of potential sites, negotiate with potential wireless service providers, provide advice and oversight regarding the final design and construction of facilities, and manage the assembly and execution of lease and/or license agreements.
- Establish and manage radio frequency interference resolution process, including development and maintenance of radio frequency utilization records for each location.
- Establish and manage wireless leased site change management process to ensure, including at least collecting change requests, communication, approval and record-keeping.
- Monitor existing lease agreements and identify opportunities for enhancement.
- Evaluate, monitor and audit compliance with University policies and procedures, environmental and regulatory requirements, risk management, safety, applicable law, etc.
- Market the approved plan for expansion of wireless telecommunications facilities and equipment.
- Assist Strategic Sourcing Manager in development of new sourcing opportunities to expand undeveloped sites, such as Requests for Proposals, etc.
- Provide quarterly and annual reports updating University senior management of overall plan performance including utilization, issue/risk identification and recommendations for improvement to the current wireless facilities and equipment.
- Maintain existing wireless facility and equipment inventory database.
- Lifecycle management of the Wireless Leased Site Management Plan.

## **6. Presentations**

Presentation of findings and recommendations are anticipated at completion of the following phases:

- Submittal of Wireless Leased Site Inventory
- Policy and Procedure Review
- Needs Assessment
- Submittal of Preliminary Concept Plan
- Submittal of Final Concept Plan
- Submittal of Preliminary Wireless Leased Site Management Plan (WLSMP)
- Submittal of Final Wireless Leased Site Management Plan (WLSMP)
- Quarterly and Annual Reports

The University will require as many meetings and presentations as necessary. There should be no assumption on the number of presentations or the number of trips required. Presentations are the formal promulgation of the WLSMP and its components to all vested parties and are to be in addition to all working session presentations given to the leadership and the project staff. Professional-level presentation graphics are required. The Office of the Facilities Management and General Services shall provide instructions as to the specific presentation requirements as necessary.

## 7. Reports

Report and presentation graphics are required to be submitted at each project development phase. All reports and presentation graphics submitted during the course of the WLSMP effort shall be in both electronic format and hard copy. The electronic format shall be presented on a CD, DVD, or flash drive. Text software shall be compatible with Microsoft Office, and all digitized drawings shall be in the latest version of AutoCAD and in PDF format. Renderings shall be provided in both JPG and PDF format. The hard copy shall be submitted as one reproducible master, along with single copies of all drawings and other graphics in mylar (or other medium as approved by the University) reproducible for all final documents. For draft documents only, an electronic copy and twenty-five hard copies of text, illustrations, and drawings are required. All submissions shall be in an electronic format that can be converted to a web-based file for display on the University.

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

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

## PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Architect shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Architect in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Architect shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Architect shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Campus Visits:** The Architect agrees to maintain good relations with the University. The Architect shall make campus visits "as needed" on three days' notice. The Architect will coordinate campus visits with the designated institutional representative/project manager identified in Rider E Engagement Form to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access:** The Architect shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Architect shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** Architect hereby warrants that the products or services to be provided under the Agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of the Agreement, and the "[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)" published by [www.w3.org](http://www.w3.org).

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Architect agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Architect's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor's products or services covered by the Agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by the Agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

6. **Standards for Safeguarding Information:** The Architect is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Architect fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate the Agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
7. **Implementation Plan and Timeline:** The Architect is expected to develop, manage and report the status of the progress on the campus implementation plan and timeline to the institutional representative and/or University Project Manager and Contract Administrator. ***Rider D – Implementation Plan and Timeline***, provides the estimated effort by associating key deliverables with professional services.
8. **Service Level Agreement:** The Architect is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider F – Architect’s Service Level Agreement to Support the University***.

**RIDER A-1  
PRICING**

The following details pricing for the deliverables noted in **Rider A** Services Scope of Work. Pricing for any agreed to change of scope work will be established based on the hourly rates noted in Table 1 below. The change of scope will be documented using **Rider E**.

**Table 1 – Professional Services Rate Schedule**

#	Role / Position Title	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

**Table 2 – Cost Schedule for Deliverables** – This table represents pricing for completing the work for the deliverables in **Rider A Services Scope of Work**. The cost schedule associates key deliverables with professional services rates/individuals noted in Table 1.

#	Deliverable	Role/Position Title (Exhibit 1 Table 2)	Hours	Hourly Rate	Cost Estimate
<b>Deliverables 1 -4 will include costs for presentations and reports as outlined in Section 2 of the RFP</b>					
1	Deliverable 1 -Wireless Leased Site Inventory and Needs Assessment	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 2 - Policy and Procedure Review	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 3 - Concept Plan	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
1	Deliverable 4 - Wireless Leased Site Management Plan (WLSMP)	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
<b>Sub-Total</b>					
<b>Total</b>					
<b>Less Discount</b>					
<b>Grand Total</b>					
<b>Include additional explanation of costs and list assumptions that could influence the pricing for custom features.</b>					
List explanations and assumptions here:					
-					
-					

**Rider B-1  
Insurance Requirements**

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

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

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

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

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

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

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

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

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

**Rider B-2**

**W9 – Taxpayer Identification**

**Bidder to supply a copy of their taxpayer identification information.**

**RIDER C**  
**UNIVERSITY OF MAINE SYSTEM**  
**STANDARDS FOR SAFEGUARDING INFORMATION**

This Attachment addresses the Architect's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. ([infosecurity.maine.edu](http://infosecurity.maine.edu))

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Architect agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Architect on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Architect; Architect shall protect such data in accordance with FERPA.
  - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Architect; Architect shall protect such data in accordance with HIPAA and Architect shall sign and adhere to a Business Associate Agreement.
  - D. If Architect engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Architect; Architect shall protect such data in accordance with current PCI-DSS guidelines.
  - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Architect; Architect shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Architect agrees to hold all information in strict confidence. Architect shall not use or disclose information received from,

or created or received by, Architect on behalf of the University except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University.

3. Return or Destruction of Compliant or Business Sensitive Information:

A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Architect shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Architect on behalf of the University, provided, however, that Architect shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Architect. Architect shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Architect shall return (or destroy) information within 30 days after termination, cancellation, or expiration of the Agreement.

B. In the event that Architect determines that returning or destroying any such information is infeasible, Architect shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Architect shall extend the protections of the Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Architect maintains such information.

C. Architect shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Subcontractors and Agents: If Architect provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Architect on behalf of the University, to a subcontractor or agent, the Architect shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Architect by the Agreement.

6. Architect shall control access to University data: All Architect employees shall be adequately screened, commensurate with the sensitivity of their jobs. Architect agrees to limit employee access to data on a need-to-know basis. Architect shall impose a disciplinary process for employees not following privacy procedures. Architect shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Architect.

7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Architect shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of the Agreement to access University Compliant Data or Business Sensitive Information, Architect shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Architect shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by the Agreement or in writing by the University. Architect shall make the report to the University not more than one (1) business day after Architect learns of such use or disclosure. Architect's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Architect has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Architect has taken or shall take to prevent future similar unauthorized use or disclosure. Architect shall provide such other information, including a written report, as reasonably requested by the University. Architect shall keep University informed on the progress of each step of the incident response. Architect shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Architect of any University Compliant Data or Business Sensitive Information. Architect shall mitigate, to the extent practicable, any harmful effect that is known to Architect of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Architect in violation of the requirements of the Agreement. In addition to the rights of the Parties established by the Agreement, if the University reasonably determines in good faith that Architect has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
  - Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
  - Require Architect to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with the Agreement; and/or Terminate the Agreement immediately.
11. Survival: The respective rights and obligations of Architect under Section 3 of this Attachment shall survive the termination of the Agreement.
12. Architect Hosted Data: If Architect hosts University Compliant Data or Business Sensitive Data, in or on Architect facilities, the following clauses apply.
  - A. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
  - B. Architect shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters.

Architect shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.

- C. Architect shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Architect shall test restore procedures not less than once per year.
  - D. Architect shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
  - E. Architect shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
  - F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
  - G. Architect who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
  - H. Architect shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
13. If the Architect provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Architect shall provide documentation of a risk assessment of new system development or changes to a system.

**RIDER D  
ESTIMATED IMPLEMENTATION EFFORT**

**Table 3 – Estimated Implementation Effort** – This table represents the estimated implementation effort for completing the Rider A Services Scope of Work.

This information is provided as a guideline only to provide the University with information to determine the ramp up time. It is understood that the initial step will be to review the estimate and revise according to the scope of work agreement with the University.

Rider A Deliverable	Hour Est.
Wireless Leased Site Inventory and Needs Assessment	
Policy and Procedure Review	
Concept Plan	
Wireless Leased Site Management Plan (WLSMP)	
<b>Total Estimated Hours</b>	

**RIDER E  
SERVICES ENGAGEMENT FORM**

**Services Engagement to Agreement for Services**

This Services Engagement is entered into as of the date written below between \_\_\_\_\_ (“**Architect**”) and **University of Maine System** (“**Institution**”).

This Services Engagement shall be governed by the terms and conditions of the **AIA Document B102-2007, Standard Form Agreement Between Owner and Architect** dated \_\_\_\_\_ by and between \_\_\_\_\_ (“**Architect**”) and the **University of Maine System**, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by \_\_\_\_\_ (“**Architect**”) and the fees associated with such Services.

**INSTITUTION REPRESENTATIVE & PROJECT MANAGER:**

**ARCHITECT REPRESENTATIVE & PROJECT MANAGER:**

**SCOPE OF WORK:**

**TERM:**

The term of this Work Order will be from \_\_\_\_\_ to \_\_\_\_\_.

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

**PRICE:**

**SIGNATURES:**

**Institution**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Architect**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**RIDER F**  
**ARCHITECT'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY**

**Service Availability:** The Contractor and its sub consultants will avail themselves in a reasonable and appropriate manner to complete the required work in the agreed to timeframe as established at the time of contract execution.

**Service Performance, Change Management Procedures, Terms:** In accordance with:

- A. **AIA Document B102-2007, Standard Form Agreement Between Owner and Architect**, agreement date \_\_\_\_\_
- B. **Appendix A – University of Maine System Supplementary Requirements to AIA Document B102-2007**, hereinafter referred to as “**Appendix A**”.
- C. **Appendix B - University of Maine System Scope of Work Master Agreement and Special Terms and Conditions for Service Engagement**, hereinafter referred to as “**Appendix B**”.