



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

**SPRINKLER & SUPPRESSION SYSTEM
INSPECTION & REPAIR SERVICES**
University of Southern Maine

RFP # 17-12

ISSUE DATE:
March 11, 2013

MANDATORY PRE-PROPOSAL MEETING:
Thursday, March 28, 2013 at 9:00 a.m.

PROPOSALS MUST BE RECEIVED BY:
April 5, 2013

DELIVER PROPOSALS TO:

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

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting on behalf of the University of Southern Maine is seeking proposals for the provision of sprinkler and suppression system inspection, repair and maintenance services at its Portland, Gorham and Lewiston-Auburn campuses.

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

- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University reserves the right to award this RFP all-to-one bidder or to multiple bidders on a schedule-by-schedule basis.

The Contractor shall furnish complete testing and inspections of the sprinkler equipment and related devices covered by this document. Equipment or devices found not to be operating properly are to be corrected immediately, when possible, on a time-and material basis. Services shall include, but are not limited to, the provision of qualified labor; supervision; transportation (when and where required); establishment and maintenance of records; all parts, tools, and equipment. The Contractor is to provide quarterly inspections and testing of the automatic sprinkler systems located at USM's Portland, Gorham and Lewiston Auburn campuses. Refer to the attached schedules. Inspection and testing must be performed in accordance with the applicable sections of the National Fire Protection Association (NFPA) code. This includes the generation and submission of all necessary reports to the University and local Fire Departments.

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

Experience – of the bidder's firm
Performance on previous and present contracts
Qualifications of the technicians to be assigned to this contract
Cost
Emergency Service
Service and Parts support
Responsiveness to the RFP
References
Financial stability of company

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders 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 to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.6 Award of Proposal: The University reserves the right to award this RFP all-to-one bidder or to multiple bidders on a schedule-by-schedule basis. Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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 a contract 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.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #17-12

- 1.15 Proposal Submission: A **SIGNED** original and three (3) copies (**FOUR TOTAL**) of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Friday, April 5, 2013**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #17-12

- 1.16 Pre-Proposal Conference: A mandatory conference will be held on Thursday, March 28, 2013 at 9:00 a.m., local time at the USM Office of Facilities Management, 30 University Way, Gorham, Maine. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Firms planning to attend this pre-proposal conference should contact Dan Gearan at 207-780-4161 no later than 4:00 p.m. local time on Monday,

March 25, 2013, with the names and titles of the individuals who will attend.

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

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Department of Facilities Management shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of three (3) years commencing upon July 1, 2013. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods. Contract cost adjustments will be considered for each additional one-year extension of the contract. Terms and conditions, which relate to indemnification and other related matters, shall continue in effect for one (1) year after the ending date of this agreement.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the

Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

- 2.10 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Office of Community Standards 125 Upton Hall, Gorham, ME 04038.
- 2.16 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

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

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

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

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

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

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

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

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

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

2.19 Payments: Payment will be upon submittal of an invoice to the address shown on the Purchase Order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

Service work will be invoiced at the end of the month for which service is performed. Performance of work not included in the contract must be pre-approved by the Contract Administrator. Invoicing for work claimed "not in contract" will be complete, citing reasons for charges and will be supported by time slips signed by the Contract Administrator.

- 2.20 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety Parking Office at 780-5211. Driving on walkways is not allowed. However, exceptions can be requested from the Contract Administrator on an "as needed" basis.
- 2.21 Additions/Deletions: The University retains the option to add or delete systems on the contract at rates mutually agreed upon, consistent with bid prices, after warranty services have been fulfilled. Additions or deletions can only be by written amendment to the contract. The Contractor shall inspect new systems prior to warranty expiration and advise the Facilities Office of any maintenance related areas needing attention. The University will insure new systems are in proper operating condition prior to the expiration of the warranty.
- 2.22 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published Safety and Health Regulations for Construction (29 CFR 1926) and general Occupational Safety and Health Standards (29 CFR 1910) for the duration of this contract. The Contractor shall, before the first application for payment, submit to the Department of Environmental Safety two copies (one for forwarding to the University of Maine System) of the Contractor's written Hazard Communication Program.

Prior to the commencement of any phase of work under this contract, the Contractor will submit the name(s) of the person(s) who is (are) designated as being responsible for job site safety under this contract and is (are) familiar with the above-referenced OSHA regulations.

Where any of the Contractor's operations occur in, on, or within 50 feet of any door, window, air intake in a building occupied by University employees or students, the Contractor shall, prior to the start of any operation, provide directly to the University's representative, copies of the Material Safety Data Sheets (not previously submitted with Hazard Communication Program, required in Paragraph 1 of this article) on all materials to be used in the operation that may be classified as hazardous under the Maine Chemical Substance Identification Law (MRSA P1709 through P1712).

- 2.23 Solid Waste Removal: The Contractor will be responsible for cleaning up all litter from spaces assigned and shall promptly remove all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall make every effort to promote waste reduction and recycling and follow University policies to reduce, reuse, and recycle. Complete information about University policies can be obtained by calling the Waste Management Office at 780-4160.
- 2.24 Notification and Response: The Contractor must be responsive to the needs of the University and shall coordinate activities under this contract with the University Office of Facilities Management (USM) and the Purchasing Department (Orono). The Contractor shall promptly respond to reasonable requests and recommendations.
- 2.25 Asbestos Removal: The University shall be responsible for the removal of all asbestos containing materials (ACM). The Contractor is responsible for performing very basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, they stop work and communicate the need for material identification to the University Project Coordinator. The University Project Coordinator will then contact the Asbestos and Lead

Coordinator who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and/or abatement schedules to the University Project Coordinator who will then direct the Contractor.

- 2.26 Lockout and Tagout of Electrical Equipment: The Contractor shall establish methods of insuring employee safety as well as compliance with Federal, State, University and local regulations relating to the lockout and tagout of electrical equipment procedures. Further information on this policy can be obtained by calling the USM Office of Environmental Health & Safety.
- 2.27 Confined Space Policy: The Contractor shall establish methods of insuring employee safety as well as compliance with Federal, State, University, and Local regulations relating to Confined Space and the entry thereof. The Contractor shall furnish its latest version of Confined Space procedures to the University prior to any work in confined spaces. Further information on this policy can be obtained by calling the office of USM Facilities Management.
- 2.28 Access to buildings: Keys, for access to buildings are available through the Department of Facilities Management, 25 Bedford Street, Portland. After hours, or in the event of an emergency, keys can be made available through University Police with prior arrangements.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Detailed reports of all accidents resulting in personal injury or any damage to equipment must be kept on file by the Contractor. Copies of these reports shall be issued to the Contract Administrator.
- 3.2 Separate Contracts: The University reserves the right to obtain competitive proposals for work not covered in the inspection portion of this RFP. The Contractor will cooperate with any contractor retained under such conditions.
- 3.3 Laws and Permits:
 - 3.3.1 The Contractor shall comply with all Federal, State, and Municipal laws, codes and ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all costs and fees for permits and inspections and obtain all certificates of inspections and approval for the work and deliver same to the Contract Administrator or designee. This does not include annual State safety inspections and certificates, but does include tests required to pass State safety inspections.
 - 3.3.2 The Contractor shall immediately inform, in writing, the Contract Administrator or designee, of any work conditions or materials which violate any of the above laws and regulations. Any work done by the Contractor causing such violations shall be corrected by the Contractor at the Contractor's own expense.
- 3.4 Service Requirements:
 - 3.4.1 Inspections and testing are to be pre-scheduled, at least 72 hours in advance, with the Facilities Management Department (207) 780-4160. The exact days and times shall be determined through mutual agreement between the University and the Contractor. The University shall make the final determination.
 - 3.4.2 System Impairment notification to USM, the University of Maine System Office and the local fire department are required any time systems are taken off line.
 - 3.4.3 There will be one representative from the Facilities Department assigned to the inspection/testing operators on each visit to disable and reset the fire alarm systems. All other manpower will be provided by the testing contractor.
 - 3.4.4 Return of Premises: Upon completion of any services, the Contractor's employee will return all space disrupted by maintenance work to a neat and clean condition.
 - 3.4.5 The contractor is to ensure 24-hour availability for emergency and/or unscheduled service.
 - 3.4.6 Five Year Tests: The Contractor shall perform Five Year Tests when they come due. Internal inspections were conducted in 2010. During the appropriate year of this contract the testing contractor must perform a five year internal pipe inspection in accordance with NFPA requirements.
 - 3.4.7 All available building floor plans will be made available for review in the Facilities Management Office which is located at 25 Bedford Street, Portland, ME

- 3.4.8 On Site Records: The Contractor shall provide, and keep current, a check chart suitable for each system, to indicate the status of all scheduled inspections and work performed and the date of performance. The chart shall be posted at the sprinkler system riser or other location convenient to each system. The Contractor must initial and date the chart to indicate that the work has been accomplished.
- 3.4.9 Three (3) copies of the detailed written reports (in accordance with NFPA, as referenced above) shall be prepared by the contractor and issued to the Facilities Management Department after each regular or emergency visit. Payment to the contractor will NOT be made until such reports are received and approved by the University.
- 3.4.10 Licenses - The contractor agrees to obtain any licenses and certifications from Federal, State and Local Authorities needed to permit their firm to carry out the activities hereunder and further agrees to comply with all Federal, State and Municipal Laws and Ordinances relative to activities herein.
- 3.5 Equipment Covered: includes all systems and equipment identified in Section 4.
- 3.6 Performance: The following inspection and maintenance operations shall be followed in carrying out the performance of this contract. NFPA 25 constitutes the minimum of operations and frequency of performance to be provided on Sprinkler Systems. NFPA 11, 12 13 & 17 constitutes the minimum of operations and frequency of performance to be provided on Special Hazard Suppression Systems. NFPA 96 and 101 constitute the minimum operations and frequency of performance to be provided on Kitchen Hood Suppression Systems. The Contractor must recognize that additional services may be required to comply with performance and safety requirements of the university.
- 3.6.1 Quarterly Services:
- Weekly/Monthly inspections required by NFPA shall also be conducted during the quarterly inspections.
- 3.6.2 Annual Services in addition to the requirements of NFPA:
- Evaluate the adequacy of the design of the installed systems if this not a part of the periodic inspections.
- 3.6.3 Emergency Call Back Service: The Contractor will be required to provide overtime emergency call back service as required by these specifications and shall be rendered at any hour, on any day of the week required, and the Contractor shall respond within two (2) hours of notification of each such requirement from the University. For activated systems, response time shall be within (1) hour. After hours calls will be paid at the overtime rate as noted on the proposal unit price form.
- 3.6.4 Mechanic Qualifications: The Contractor will provide one primary mechanic who will be responsible for and oversee all work. Other mechanics and apprentices will assist as necessary. All mechanics will hold a current license, and be thoroughly familiar with maintenance, repair and troubleshooting requirements for installations listed in this specification. Mechanics will be interviewed by the University for acceptability prior to assignment to the site. The Contractor will also provide other mechanics fulfilling the same qualifications to provide for continuing service during absences of the regular mechanic. The Contractor will provide copies of licenses and

qualifications of all personnel assigned to this contract. No personnel may be assigned to or removed from this site without prior approval of the Contract Administrator or designee.

- 3.7 Communications: It is expected that the Contractor, generally through the primary mechanic, shall maintain good communications with the Department of Facilities Management regarding the following:
- 3.7.1 Prompt notification of major work required, safety related or serious problems, and unusual circumstances.
 - 3.7.2 Notification of any damaged or abused equipment.
 - 3.7.3 Notification of any equipment not operating as designed.
 - 3.7.4 Notification of shutdown of any equipment.
 - 3.7.5 Feedback of maintenance problems, and equipment performance through **clear and well documented service slips**.
 - 3.7.6 Contractor shall arrange annual update meeting with the Contract Administrator or designee.
- 3.8 Documentation: The University requires that the Contractor maintain full documentation of inspections and such documentation will be maintained at the Department of Facilities Management. This will include, but not be limited to, the following:
- 3.8.1 Within thirty (30) days after award of contract, the Contractor shall develop a written inspection program including a schedule of required inspections, repair record forms, and maintenance testing procedures.
 - 3.8.2 Reports of all service calls and failures.
 - 3.8.3 Report of major or safety related problems encountered or any equipment not operating to design specifications.
 - 3.8.4 Repair logs to document all work done on each system. Original maintenance records will remain as the University's property.
 - 3.8.5 All changes in writing of the system components will be recorded on the University's plans and specifications maintained at the Facilities Management campus office.
 - 3.8.6 Failure to comply with any of the above may result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.
- 3.9 System Downtime: As noted in 3.4.2 System Impairment notification must be given anytime a system is taken off line. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system per campus shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be scheduled with the University in advance.
- 3.10 Repair Parts Availability and Characteristics: To assure a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts

sufficient for normal maintenance and repair of the systems. These spare parts shall be genuine, original manufacturer's parts or approved equal.

Contractor will be responsible to insure a supply of sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises shall kept in a cabinet located where temperatures will at no time exceed 100 degree F; as shall an appropriate sprinkler wrench(s)..

The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

- 3.11 Parts Costs: The University reserves the right to audit the Contractor's records to determine cost.
- 3.12 Work Hours: Normal work shall be accomplished 8:00 a.m. to 4:30 p.m. Monday through Friday.

SECTION FOUR

4.0 PROPOSAL CONTENT:

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

4.1 Qualifications: The University intends to award this contract to a vendor with a proven track record, experienced personnel and the equipment required to provide the services required by this Request for Proposals.

- 4.1.1 Provide a statement or other evidence including the number of years that your firm has been regularly and wholly engaged in the repair, maintenance and modifications of fire suppression related equipment.
- 4.1.2 Provide the number of Licensed Technicians; Support Staff and Registered Engineers employed by your firm.
- 4.1.3 Submit a list of all higher education accounts that your firm has with the number of systems and length of time you have held the contract(s).
- 4.1.4 Provide evidence that your firm has successfully established and maintained a similar inspection and maintenance program, for a period of not less than five consecutive years during the period 2006 to 2012, on systems of the same manufacturer, of approximately the same age, with similar equipment controls, operations and components parts as the systems covered in this Request for Proposals.
- 4.1.5 Provide evidence that your firm has a thorough working knowledge of the engineering data, writing, specifications and materials of the equipment to be covered by this Request for Proposals. The University may, at its option, inspect your facilities prior to the contract award.
- 4.1.6 Provide complete resumes the primary personnel to be assigned to this contract. Provide certificates and / or licenses, if applicable. Are all service mechanics employees of your company? To what extent are they bonded?
- 4.1.7 Describe your ability / plan to provide continuous service if the primary mechanic(s) is/are unavailable or in other abnormal circumstances.

4.2 Service:

- 4.2.1 Include a statement that emergency call back service can be provided as required within two (2) hours of notification by the University (1 hour for activated systems). Specify where the service technician would be based (daytime and after hours), and the procedure used to contact him/her in an emergency for call back service.
- 4.2.2 Submit samples of reports that will be used on this contract.
 - a. Inspection Report

- b. Monthly report of service calls
- c. Report of major or safety related problems
- d. Record to document work done on each system
- e. Estimate of repair cost report for repairs not covered by contract

- 4.2.3 Does your company provide a 24 hour toll free number?
- 4.3 Pricing: Bidders are to complete the Schedules and Pricing forms at the end of this document (pages 18 through 22).
- 4.4 Parts Cost: Submit information explaining how costs for repair parts not included in the contract will be calculated. Provide the percent markup the university will be charged on parts.
- 4.5 Hours: State the estimated number of hours that technicians will be working on this contract in order to fulfill its inspecting and testing terms and conditions.
- 4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)
- 4.7 References: A list of at least 3 references is required to be submitted with your quotation. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

SCHEDULES & PRICING – SECTION FOUR (CONTINUED)

SCHEDULE I: Sprinkler Systems covered under this RFP.

FACILITY ID	FACILITY NAME	OCCUPANCY	PRIMARY USE	BUILDING AREA	SPRINKLER	TYPE	FIRE PUMP
GORHAM							
6G542	COSTELLO SPORTS COMPLEX, FIELD HOUSE	ATH	ATHL/REC	90,530	Y	3-4" Wet Systems, 6" Wet System	
6G502	COSTELLO SPORTS COMPLEX, HILL GYM	ATH	ATHL/REC	43,460	Y	4" Wet System	
6G541	COSTELLO SPORTS COMPLEX, ICE ARENA	ATH	ATHL/REC	45,954	Y	4" Dry System	
6G501	ANDERSON HALL	AUX	HOUSING	29,317	Y	3" Wet Riser	
6G517	BROOKS DINING CTR	AUX	DINING	49,402	Y	4" Wet System	
6G518	DICKEY-WOOD DORMITORY	AUX	HOUSING	88,837	Y	4" Main, 3-4" Sections	
6G546	PHILIPPI HALL	AUX	HOUSING	62,604	Y	4" Wet System, 2-4" Dry-Attics	
6G522	ROBIE-ANDREWS HALL	AUX	HOUSING	66,861	Y	4" Wet System, 4" Dry System	
6G514	UPPER CLASS HALL	AUX	HOUSING	104,157	Y	4" Wet System w/13 WFS	Y
6G523	UPTON-HASTINGS HALL	AUX	HOUSING	104,327	Y	4" Wet System w/A-loop	
6G500	WOODWARD HALL	AUX	HOUSING	21,904	Y	4" Wet System	
6G539	CHILD CARE CENTER - USMG	E&G	CHLDCARE	6,286	Y	3" Wet System	
6G516	BAILEY HALL	E&G	ACADEMIC	147,745	P	4" Wet System	
6G495	CORTHELL HALL	E&G	ACADEMIC	49,593	Y	4" Wet System, 3" Dry-Attic	
6G527	FM BUILDING	E&G	PHYPLNT	5,760	Y	4" Wet System	
6G497	JOHN MITCHELL CTR	E&G	ACADEMIC	64,011	Y	4" Wet System	
6G505	RUSSELL HALL	E&G	ACADEMIC	29,564	Y	4" Wet System w/A-loop	

FACILITY ID	FACILITY NAME	OCCUPANCY	PRIMARY USE	BUILDING AREA	SPRINKLER	TYPE	FIRE PUMP
LEASE USM							
6X029	FOREST AVE-501	E&G	PHYPLNT	26,157	Y		
FACILITY ID	FACILITY NAME	OCCUPANCY	PRIMARY USE	BUILDING AREA	SPRINKLER	TYPE	FIRE PUMP
LEWISTON							
6L075	LEWISTON-AUBURN CENTER	E&G	ACADEMIC	131,266	Y	4" Wet + 6" Wet Systems	
FACILITY ID	FACILITY NAME	OCCUPANCY	PRIMARY USE	BUILDING AREA	SPRINKLER	TYPE	FIRE PUMP
PORTLAND							
6P060	PARKING GARAGE	AUX	PARKING	386,835	Y	3" Dry System	
6P007	WOODBURY CAMPUS CENTER	AUX	ACADEMIC	27,638	Y	6" Wet System	
6P061	ABROMSON COMM ED CTR	E&G	ACADEMIC	45,000	Y	4" Wet System	
6P037	GLICKMAN LIBRARY	E&G	LIBRARY	129,675	Y	4" Wet System, 3" Viking Fire Cycle, 2-4" Preaction	Y
6P032	HIGH ST-068	E&G	ACADEMIC	29,101	Y	4" Wet System	
6P017	LAW BLDG	E&G	ACADEMIC	94,132		Stand Pipe	
6P002	LUTHER BONNEY HALL	E&G	ACADEMIC	82,989	Y	4" Wet System	
6P035	MASTERTON HALL	E&G	ACADEMIC	37,719	Y	4" Wet System w/8 WFS	
6P039	WISHCAMPER	E&G	RSRCH	58,176	Y	4" Wet System w/6 WFS	
6P001	PAYSON SMITH HALL	E&G	ACADEMIC	58,406	Y	6" Wet System	
6P013	SCIENCE BLDG, PTLD	E&G	ACADEMIC	142,979	Y	6" Wet System w/14 WFS	Y
6P014	SULLIVAN REC & FITNESS CTR	E&G	ATHL/REC	62,322	Y	4" Wet System	

SCHEDULE II: Special Hazard Suppression Systems covered in this RFP.

Campus	Location	Floor	Area Covered	Type	System Mfg.	Model	Size	Nozzles/heads
Portland	Science Building	2nd	IT Room	Clean Agent	Ansul	Inergen Auto Pulse 422R	9@425 cu.ft.	9
Portland	Osher Map Library	2nd	Map Room	Clean Agent	Ansul	Inergen Auto Pulse	20 tanks	13
Portland	Payson Smith Hall	Basement	Telcom Equipment	Clean Agent	Pemall	Halon 1301 FireLite 424A	75,150,149lb	3/6
Gorham	Corthell Hall	Basement	Telcom Equipment	Clean Agent	Pemall	Halon 1301 FireLite 424A	110lbs	1/2

SCHEDULE III: Kitchen Hood Suppression Systems covered in this RFP.

Campus	Location	Floor	Area Covered	Type	System Mfg.	Model	Size	Nozzles/heads
Gorham	Brook Dining Center	2nd	Broiler	Kitchen	Ansul	Liquid	1 1/2	2
Gorham	Brook Dining Center	2nd	Hood Fryer/Grill	Kitchen	Range Guard	Liquid	4 gal	8
Gorham	Brook Dining Center	2nd	Main Hood	Kitchen	Amerex	Liquid	4.75 & 3.75	15
Gorham	Brook Dining Center	1st	Hood Grill/Fryer	Kitchen	Amerex	Liquid	2.75	6
Gorham	Childcare	1st	Hood small kitchen	Kitchen	Ansul	Liquid	1.5	3
Gorham	Upper Class Hall	4th	Hood small kitchen	Kitchen	Amerex	Liquid		
Portland	Woodbury Campus Ctr	1st	Hood Grill/Fryer	Kitchen	Range Guard	Liquid		7

Quote for Schedule I Sprinkler Systems

Gorham Athletic Buildings(ATH)	Quarterly _____ X 4 = Annual Cost _____
Gorham Auxiliary Buildings(AUX)	Quarterly _____ X 4 = Annual Cost _____
Gorham Educational and General Purpose(E&G)	Quarterly _____ X 4 = Annual Cost _____
501 Forest Ave	Quarterly _____ X 4 = Annual Cost _____
Lewiston-Auburn Campus	Quarterly _____ X 4 = Annual Cost _____
Portland Auxiliary Buildingd(AUX)	Quarterly _____ X 4 = Annual Cost _____
Portland Educational and General Purpose(E&G)	Quarterly _____ X 4 = Annual Cost _____
Total Schedule I	Quarterly _____ X 4 = Annual Cost _____

Quote for Schedule II Special Hazard Systems

Portland Science Building IT Room	Semi-Annual _____ X 2 = Annual Cost _____
Portland Osher Map Library	Semi-Annual _____ X 2 = Annual Cost _____
Portland & Gorham Telecom	Semi-Annual _____ X 2 = Annual Cost _____
Total Schedule II	Semi-Annual _____ X 2 = Annual Cost _____

Quote for Schedule III Kitchen Hood Systems

Gorham Brooks Dining Center	Semi-Annual _____ X 2 = Annual Cost _____
Gorham Childcare Center	Semi-Annual _____ X 2 = Annual Cost _____
Gorham Upper Class Hall	Semi-Annual _____ X 2 = Annual Cost _____
Portland Woodbury Campus Center	Semi-Annual _____ X 2 = Annual Cost _____
Total Schedule III	Semi-Annual _____ X 2 = Annual Cost _____

Grand Total Schedule 1 + Schedule II + Schedule III Annual Cost _____

Unit Prices: To be applied if the University requires and authorizes service, emergency call back services or overtime work not included in this contract, the University will compensate the Contractor for labor costs at these (single time rates) and other pre-approved costs.

- a. Mechanic Hourly Rate _____
- a. Mechanic Hourly Overtime Rate _____
- c. Parts Percentage markup _____