



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

WELDING AND REPAIR SERVICES
University of Southern Maine

RFP # 22-13

ISSUE DATE:
March 11, 2013

MANDATORY PRE-PROPOSAL MEETING:
Tuesday, March 26, 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 Emergency and Non Emergency Welding, Pipe and Boiler Repair Services as described below.

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 maintains an underground high pressure high temperature hot water distribution system. The system consists of approximately 10,000 linear feet of schedule 80 carbon steel and schedule 40 stainless steel pipe. Pipe sizes range from 4" to 8" with a majority of the pipe being 6" carbon steel pipe. The system has multiple confined space valve and expansion pits.

The University is seeking standard hourly and overtime hourly rates from an established welding contractor with a minimum of 20 years experience. The contractor must be able to provide the University with a crew of qualified and licensed workers with all necessary tools and equipment on an "as needed basis". The number hours or work needed cannot be estimated as most are a result of failures. The University does not guarantee any specific number of (annual) hours.

This contract shall be limited to projects that do not exceed \$50,000.00. The University will solicit bids for individual projects that exceed a total cost of \$50,000.00 in a separate process/contract. This will be done to comply with State of Maine Wage Determination requirements,

Any contract resulting from this RFP shall be open to other campuses within the University of Southern Maine. The University of Southern Maine is comprised of three campuses (Portland, Gorham and Lewiston-Auburn).

- 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 the following criteria with associated weighted values.

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|-------|--|--------------|
| 1.4.1 | Ability to meet scope of work | (Weight = 2) |
| 1.4.2 | References | (Weight = 2) |
| 1.4.3 | Experience of employees | (Weight = 2) |
| 1.4.4 | Cost of service | (Weight = 1) |
| 1.4.5 | Company profile | (Weight = 1) |
| 1.4.6 | Responsiveness to terms and conditions | (Weight = 1) |

- 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: 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 #22-13

- 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 #22-13

- 1.16 Pre-Proposal Conference: A **mandatory** conference will be held on **Tuesday, March 26, 2013 at 9:00 a.m.** local time at the Facilities Management Department's Conference Room, 30 University Way, Gorham, ME, 04038. The purpose of this conference is to answer questions and provide further clarification as may be required. Attendance by all prospective bidders is **mandatory**.

Firms planning to attend this pre-proposal conference should contact Dan Gearan Shaw at 207-780-4161 no later than 4:00 p.m. local time on Friday, March 22, 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 Associate Executive Director of Facilities Management or his/her designee 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 award of the contract. With mutual written agreement of the parties this contract may be extended for two (2) additional one-year periods.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **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.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 Contract Coordinator: The Contractor shall provide one (1) individual who will act as the Contract Coordinator for all work being performed under this contract. The Contract Coordinator will be responsible for meeting with the University's Project Coordinator, as requested, to coordinate work on this contract (e.g., project timelines; discuss safety planning and University safety policies that may apply). Coordination may be done on-site or via telephone. There will be no charge for services provided by the Contract Coordinator.
- 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.

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 the University Parking Office.

- 2.21 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published safety and health regulations for general Occupational Safety and Health (29 CFR 1910) for the duration of this contract. The Contractor shall, before the first application for payment, submit two copies of the Contractor's written Hazard Communication Program. One copy shall be submitted to the University of Maine System. Prior to the commencement of any phase of work under this contract, the Contractor will submit the name(s) of the person(s) who shall have designated responsibility for job site safety under this contract and who shall be knowledgeable about the OSHA regulations.
- 2.22 University Safety Policies: All personnel provided by the Contractor shall comply with the University's Safety and Health Policies. A copy of the University's Environmental Health and Safety Policies will be provided to the Contractor. Special areas of concern for the purpose of this contract include but are not limited to:

- Personal Protective Equipment
- Hazard Communications (MSDS)
- Fall Protection
- Confined Space *
- Lockout/Tagout
- Asbestos Awareness
- Lead Awareness

Of particular note is the confined space program. As part of the bid response the bidder must acknowledge that they currently own and maintain all the necessary retrieval and air environment monitoring equipment. A written Confined Space program must be submitted with the bid.

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

Where any of the Contractor's operations occur in, on, or within 50 feet of any door, window, or air intake in a building occupied by University employees or students, the Contractor shall, prior to the start of any operation, provide directly to the University's representative, copies of the Material Safety Data Sheets on all materials to be used in the operation.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **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.
- 3.2 **Condition and Care of Property and Protection of the Work:** The Contractor shall continuously maintain adequate protection of all work covered by the contract from damage or loss and shall protect the property from injury or loss arising in connection with this contract. Specifically precautions should be taken to protect nearby workers and public from arc flash by using shielding curtains where practical. The Contractor shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- 3.3 **Billing Time:** For hourly work billing rate per hour will begin when workers arrive on the job site and end when workers leave the job site. A daily time slip, provided by the University, shall be submitted to the University Project Coordinator for verification of hours worked. Regular hours of operation for the University are 7:00 a.m. to 3:00 p.m. Monday through Friday. Overtime will be paid on a time and one-half basis only if the University requests services outside the normal business hours **and** time at the University exceeds 40 hours per week, Monday through Friday.
- 3.4 **Notification and Response:** The Contractor must respond to any reasonable request and recommendation by the University. If the University determines that time is a critical factor, and the Contractor cannot respond within twenty-four (24) hours, then other services may be obtained at the discretion of the University.
- 3.5 **Contractor Provided Materials.** If, at the request of the University, materials are provided by the Contractor, the University will be billed on a cost plus markup basis. The percent markup will be determined by this Request for Proposal. To be reimbursed for materials the Contractor must present an original invoice from the supplier attached to the University's invoice. Sales tax will not be reimbursed as the University is a tax exempt entity.
- 3.6 **Services Provided:** Contractor shall provide Emergency and Non Emergency Welding, Pipe and Boiler Repair Services. Specialty welding is required as part of this contract. Shielded Metal Arc Welding utilizing Root Pass, Hot Pass and multiple Fill Passes is required on schedule 80 carbon steel pipe. Gas Tungsten Arc Welding is required on schedule 40 stainless steel pipe.
- 3.7 **Signage:** Contractor shall not hang, stake, or otherwise display signage for advertising purposes on University property. Permanent signage on Contractor's vehicles and signs for safety purposes as required are permitted.

SECTION FOUR

4.0 PROPOSAL CONTENT:

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

4.1 Business Profile:

4.1.1 **No financial statements are required to be submitted with your proposals,** however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

4.1.3 Location and contact information for office which will service this Contract.

4.2 Employees: Detail the number of experienced welding trained employees with ASME, S and R certification, including the numbers of years for each in the welding field. Highlight any employee to be assigned to this Contract.

4.3 Response Time: Indicate lead time, in hours, in order to provide two (2) experienced employees on site:

4.3.1 Licensed Welder

4.3.2 Helper/Technician

4.4 Price Quotation: Firm fixed price over the life of the Contract.

4.4.1 Welder per person/hour.

4.4.2 Helper/Technician per person/hour.

4.4.3 Contractor provided materials percentage mark-up.

4.4.4 Equipment Rental percentage mark-up.

4.5 Confined Space Program: Acknowledge that your company currently owns and maintains all the necessary retrieval and air environment monitoring equipment required for a confined space entry. A written Confined Space program must be submitted with the proposal.

4.6 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)

4.7 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one.** Provide company names with contact person, telephone number and email address.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)