



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

**REQUEST FOR BIDS (RFB)**

**FIRE EXTINGUISHER MAINTENANCE SERVICES**  
**University of Southern Maine**

**RFB # 25-13**

ISSUE DATE:  
February 27, 2013

BIDS MUST BE RECEIVED BY:  
March 26, 2013, 2:00 pm

DELIVER BIDS 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 bids for the provision of fire extinguisher maintenance services at its Portland, Gorham, Lewiston-Auburn campuses and the Stone House.
- 1.2 The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFB 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 of Work: The Contractor shall accomplish all fire extinguisher inspections and tests of the fire extinguishers covered by this document. Equipment or devices found not to be operating properly are to be corrected immediately. The Contractor shall be on-call for extinguishers that may have been discharged or damaged. 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 shall ensure the extinguishers are properly hung with signs to meet current codes. Inspections shall include the inspection tag, tag seal, pin seal, fluffing and cleaning of extinguishers. Inspection tags shall be fluorescent and easily visible with the name, phone number and license number of the Contractor. Work must be performed in accordance with the applicable sections of the National Fire Protection Association (NFPA) code and all other applicable codes/regulations.
- 1.4 Evaluation Criteria: Award will be made to the low bidder provided that all other requirements are satisfactorily met. However, consideration will be given to experience and references.
- 1.5 Award: It is the intent of the University to award this bid all to one bidder. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids/submissions, in whole or in part and is not necessarily bound to accept the lowest bid/submission if that bid/submission is contrary to the best interests of the University. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When tie bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.
- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. 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 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.



After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

- 1.16 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 bid 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, RFB #25-13

- 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.
- 1.18 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.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Environmental Health and Safety Department or its 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 RFB, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order, 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 Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The initial contract term shall be for a period of one (1) year commencing upon award of the contract. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.
- 2.5 **Quantities:** The quantities shown on the bid form are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.
- 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 **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.
- 2.9 **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 **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.
- 2.11 **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.

- 2.12 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 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 advance notice. Further information regarding this policy is available from the Office of Community Standards, 125 Upton Hall, Gorham, Maine, (207) 780-5242.
- 2.15 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<br>(Written on an Occurrence-based form) | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 2. Vehicle Liability<br>(Including Hired & Non-Owned)                    | \$1,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation<br>(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 Acord 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

- 2.16 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.

- 2.17 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.
- 2.18 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.
- 2.19 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.
- 2.20 Protection and Security of Buildings and Property: The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under the Contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.
- 2.21 Liens: The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.
- 2.22 Warranty of Materials and Workmanship: Except as otherwise specified, all work shall be

guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University.

- 2.23 Pricing: Quoted prices shall be all inclusive. Included, but not limited to, in the pricing shall be transportation and trip charges, tools, expendables and small materials packages. Pricing shall be firm for the first year of the Contract. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator. Fuel surcharges will not be allowed.



## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Equipment Covered: There are approximately 500 fire extinguishers on the Gorham campus, 600 on the Portland campus; 12 at the Stone House and 45 on the Lewiston-auburn campus. The types of services and numbers of units last year are shown below. The quantities are approximate only. The contract shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

1,200 extinguishers inspect/tag  
20 replacement extinguishers, type ABC 10#  
30 10# dry chemical recharge  
10 5# dry chemical recharge  
170 dry chemical hydrostatic tests  
30 CO2 hydrostatic tests

- 3.2 Documentation: The Contractor shall fully document all inspections and tests. The Contractor shall also maintain an accurate count of all equipment per location.
- 3.3 On-call Services: The Contractor shall be on-call and provide service for extinguishers that may have been discharged or damaged.
- 3.4 Out-of-Service Units: While University units are out-of-service for testing, recharge, etc. the Contractor shall temporarily replace that/those unit(s) with a loaner(s) of like capability (chemical and size) at no charge. All such exchanges shall be documented.
- 3.5 MSDS: The Contractor shall provide MSDS sheets for all locations.
- 3.6 Replacement Extinguishers: Shall be new, unused unit(s) and shall – in all aspects - be equal to or better than the unit(s) being replaced.

## SECTION FOUR

### 4.0 SUBMISSION REQUIREMENTS:

Bidders shall ensure that all information required herein is submitted with the bid. 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 bid 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: Submit with your bid a brief history and description of your company.

4.2 Pricing: Pricing shall be firm for the first year of the contract. Pricing shall include all costs including tools, expendables, small materials packages, and transportation or other trip charges. Fuel surcharges and/or travel charges will **not** be allowed.

Inspect and tag extinguishers (Price includes inspection, tag seal and pin seal)

\$) \_\_\_\_\_ each

Replacement extinguishers, type ABC 10# (Describe the make and model of extinguisher)

\$) \_\_\_\_\_ each

Replacement extinguishers, type ABC 5# (Describe the make and model of extinguisher)

\$) \_\_\_\_\_ each

10# dry chemical recharge

\$) \_\_\_\_\_ each

5# dry chemical recharge

\$) \_\_\_\_\_ each

Dry chemical hydrostatic test

\$) \_\_\_\_\_ each

CO2 hydrostatic test

\$) \_\_\_\_\_ each

**Bidders must provide pricing for the services and equipment shown above however the University would prefer a more detailed menu of services and prices with a complete spectrum of pricing for all services offered.**

4.3 Payment Method: Indicate your ability to accept electronic payment methods. (Paragraph 2.17)

- 4.4 References: A list of three references is required to be submitted with your bid. 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 and telephone number.

SIGNATURE PAGE

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

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

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

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

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

\_\_\_\_\_  
(Cell Phone)

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

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