



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

**REQUEST FOR QUALIFICATION (RFQ)**

**On-Call Site, Civil and Excavation Services  
University of Southern Maine**

**RFQ# 034-16**

ISSUE DATE:  
December 2, 2015

BIDS MUST BE RECEIVED BY:  
December 18, 2015

DELIVER TO:

University of Maine System Office of  
Strategic Procurement Attn: Ryan Ward  
104 Anderson Hall  
37 College Ave  
Gorham, ME 04038

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine is seeking qualification for the pre-qualification of experienced contractors to provide labor, equipment and materials pricing for on-call site, civil and excavation services at the University of Southern Maine Gorham Campus; 37 College Ave, Gorham, ME 04038, Portland Campus; 96 Falmouth St, Portland, ME 04103 and Lewiston-Auburn Campus; 51 Westminster Street; Lewiston, ME 04240 for projects not-to-exceed \$50,000. It is the intent of the University of Southern Maine to have open contracts with pre-qualified excavation contractors who have the specified experience, qualifications, staff, training and equipment necessary to perform the work throughout the length of the contract. All prices for labor hours and equipment cost will be frozen for term of the contract.
- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFQ shall be referred to as "Bidder(s)" or "bidder(s)". The Bidders to whom the contract is awarded shall be referred to as the "Contractor or Contractors."
- 1.3 Scope of Work: The University is seeking a standard and overtime hourly (time and one-half) rates. The University is seeking standardized rates for equipment provided by Contractor. The Contractor must be able to provide trained and competent workers and on an on-call basis. **See Attachment B for detailed Scope of Work.** All work must be completed within University of Southern Maine's Dig Safe/Dig Smart procedures when work is performed at any of the three University of Southern Maine Campuses, **See Attachment C for Dig Safe/Dig Smart Procedures.**

The University estimates a need for approximately 150 hours of on-call site, civil and excavation services annually. This is an estimate only, consequently, the contract shall cover the actual needs of the University throughout the term of the Contract regardless of whether hours are more or less than this estimated amount.

**The Contract is limited to excavation projects costing less than \$50,000.00. For projects costing \$50,000.00 or more the University will solicit bids from a minimum of three (3) contractors for the work. Solicitation will include, but not limit to, all Contractors under Contract and in good terms with the University.**

- 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:

Responsiveness to terms and conditions  
Ability to meet specifications  
Experience of employees  
Company profile  
References  
Price

- 1.5 Award of Proposal: **The University intends to award this contract to multiple bidders. Award of Contract is not a guarantee of work.** 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 is concerned about potential prohibitive costs in travel and labor to transport this vehicle and its components for warranty service on the vehicle and components purchased as a result of this bid. Bidders shall address this concern in their response. This is an evaluation criteria - cost.

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 Purchasing Office.

- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice. The protest must contain a statement of the basis for the challenge.
- 1.7 Confidentiality: The information contained in bids 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 bids 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.

- 1.8 Debarment: Submission of a signed bid 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.
- 1.9 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFQ that is not understood. Responses to inquiries, if they change or clarify the RFQ in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFQ. 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.

Inquiries must be made to:

University of Maine System Office of Strategic Procurement  
Attn: Ryan Ward  
104 Anderson Hall  
37 College Ave  
Gorham, ME 04038  
Roger.ward@maine.edu

The deadline for inquiries is December 9, 2015 2:00 p.m. The University will respond to written inquiries not later than close of business, December 11, 2015.

- 1.10 Proposal Submission: A **SIGNED** original and two (2) copies of the proposal must be submitted to the Office of Strategic Procurement, 104 Anderson Hall, 37 College Ave, Gorham, ME 04038 in a sealed envelope by **end of business day December 18, 2015**. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). The bid must be date

stamped by the Office of Strategic Procurement in order to be considered. **In addition, a copy of the complete bid should also be submitted but is not required, as a PDF document attached EMAILED to: Ryan Ward (roger.ward@maine.edu)**

Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

- 1.11 Pre-Qualification Conference: There is no scheduled pre-bid conference.
- 1.12 Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified as follows:

From \_\_\_\_\_  
                    Name                      Due Date                      Time                      RFQ No.

- 1.13 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.
- 1.14 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.
- 1.16 Proposal Validity: Unless specified otherwise, all bids shall be valid for sixty (60) days from the due date of the bid.
- 1.17 Non-Responsive Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.19 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 104 Anderson Hall, 37 College Ave, Gorham, ME 04038. 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 Chief Procurement Officer 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 in sealed envelopes, clearly marked as follows:

### SPECIFICATION PROTEST, RFQ # 034-16

- 1.20 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 Chief Procurement Officer 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: Adam Thibodeau, Interim Director of Facilities Management, University of Southern Maine, or his 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 RFQ, 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. **See Attachment University of Maine System Contract for Services.**
- 2.3 Contract Term: Contract will qualify contractors for any and all work under \$50,000.00. The initial Contract term shall begin on January 01, 2016 and will terminate December 31, 2019. With written mutual agreement of the parties, this contract may be extend for two (2) additional one (1) year terms. Any singular work project that exceeds \$50,000.00 will require a formal competitive process administered by the Office of Strategic Procurement
- 2.4 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.
- 2.5 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.
- 2.6 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, places University students or employees at significant risk or harm, 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 seventy-two (72) 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. 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 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 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

- 2.11 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 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.
- 2.13 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.
- 2.14 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.
- 2.15 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 advance notice. Further information regarding this policy is available from:

The University of Southern Maine  
Natalie S Jones  
Human Resources Director/Leader  
209 Deering Avenue, Portland Campus  
(207) 780-5113

- 2.16 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:

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

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard 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  
Robinson Hall  
46 University Drive  
Augusta, ME 04330

- 2.17 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

Tobacco is by definition includes possession of any lighted tobacco products, or use of any type of smokeless tobacco.

Additional information regarding the tobacco free campus policy is located at:  
<http://umaine.edu/tobaccofree/>.

- 2.18 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): the Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 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 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.

## SECTION THREE

### 3.1 PERFORMANCE TERMS AND CONDITIONS:

The University is committed to maintaining a safe environment for faculty, staff, students, and visitors that does not adversely affect their health. Contractors have an obligation to take all reasonable precautions to prevent foreseeable injury to themselves and others within the facilities of this institution, and to make safety a priority. It is incumbent upon the Contractor to avoid unsafe conditions or acts while on the University of Southern Maine Campuses or at other affiliated facilities or sites, and to avoid conditions resulting in environmental hazards.

### 3.2 Job Site Safety:

3.2.1 The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

3.2.2 Contractor agrees to be responsible for initiating, maintaining and supervising, where appropriate, safety practices and programs in the performance of the Work or Services in accordance with generally accepted safety practices; take all reasonable precautions to secure and protect University's property and the personal safety of University's employees and its other invitees; and comply with any applicable laws, rules or regulations relating to safety and security of people and property.

3.2.3 Where applicable to the Work or Services, CONTRACTOR agrees to abide by all University's safety policies and procedures including but not limited to University's worksite drug, alcohol, and smoking policies. Contractor shall ensure each Project Order includes safety programming and planning.

3.3 Lockout and Tag out of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

3.4 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hot work permits and fire watch, the Contractor shall contact the Office of Facilities Management Safety Office and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.



- 3.5 Accident/Injury Notification: The Authorized University Representative must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under the Contract.
- 3.6 Emergency Notification: The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
- 3.7 Solid Waste Removal: The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
- 3.8 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.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement costs of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re- keying designated locations.

- 3.9 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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.10 Environment Compliance: In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor aggress to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.
- 3.11 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may

result in termination of the Contract.

- 3.12 **Security:** The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require the Contractor conduct criminal history checks on employees or subcontractors.
- 3.13 **Employee Identification:** 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) responsible for job site safety and environmental management under this Contract and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies. When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 3.14 **Equipment and Supplies:** All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operation condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.
- 3.15 **Access to Utilities:** Water and electrical power to limited work areas shall be provided by the University of Southern Maine. The Contractor shall make arrangements for use of such facilities and shall comply with any requirements or restrictions for use. The Contractor shall provide all hose or cord extensions from existing sources to work areas.
- 3.16 **Delivery of Materials:** It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The University of Southern Maine shall not constitute acceptance or responsibility for any of the materials and equipment.
- 3.17 **Property Damage:** Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition.
- 3.18 **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. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment, or contents resulting from the use of inferior materials, equipment and workmanship.
- 3.19 **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.
- 3.20 **Scope of Work:** Specification and standard services are provided in Attachment B.

## SECTION FOUR

### 4.1 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.

### 4.2 Business Profile:

4.2.1 **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.

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

4.3 Pricing: Submit your pricing bid on **Attachment A**.

4.4 Equipment to be provided on the Contract: Submit a list of equipment available under the contract as well as a list of backup equipment available.

4.5 Recycled Material Content Alternate: The University wishes to buy as many products as possible with a recycled material content. Alternates must meet or exceed EPA procurement guidelines. The University in its sole discretion will determine if your submission is equal to that specified, considering quality, and suitability for the purpose intended. The bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation.

4.6 Energy Star Compliance: The University prefers to buy products that are Energy Star Compliant whenever possible. Please provide all pertinent and verifiable information with regard to Energy Star Compliance. The bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. Verification from the manufacturer of Energy Star Compliance must be provided.

4.7 EPP Commitment: The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:

- 1) Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
- 2) Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.

- 3) Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest.)
- 4) If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
- 5) Any credentials or awards you have received for being good stewards of the environment.

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

4.9 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)

## Attachment A

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

1. Labor Hourly Rates: Provide rates for all labor classifications applicable to provided service. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges, including but not limited to: equipment if not specified otherwise, travel, small tools, standard materials and expendables. Regular working hours shall be Monday to Friday 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work. **Only complete hourly rates that pertain.**

	Regular Hours	Overtime/Weekend/Holiday hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Site Forman	\$ _____/hr	\$ _____/hr
c. Laborer (skilled)	\$ _____/hr	\$ _____/hr
d. Laborer (unskilled)	\$ _____/hr	\$ _____/hr
e. Safety person/Crew Leader	\$ _____/hr	\$ _____/hr
f. Other Labor Rate	\$ _____/hr	\$ _____/hr

Specify Type of Labor \_\_\_\_\_

2. Equipment/Operator Rates: The following specific equipment shall be available when applicable for a service trade and shall be priced individually per hour including an operator. In addition to the operator, rates shall be inclusive of all charges including but not limited to, transportation or trip charges, small materials packages and expendables. Regular working hours shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work. **Only complete equipment that can be provided.**

	Regular Hours	Overtime/Weekend/Holiday hours
a. Front Loader	\$ _____/hr	\$ _____/hr
Size of Front Loader:	_____	
b. Excavator	\$ _____/hr	\$ _____/hr
Size of Excavator:	_____	
c. Bulldozer	\$ _____/hr	\$ _____/hr
Size of Bulldozer:	_____	
d. Tandem Dump Truck	\$ _____/hr	\$ _____/hr
e. Tri-Axle Dump Truck	\$ _____/hr	\$ _____/hr

- f. Flat Bed Tractor and Trailer \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr
- g. Road Grader \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr  
Size of Road Grader: \_\_\_\_\_
- h. Vibratory Roller \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr  
(Asphalt Type)  
Size of Vibratory Roller: \_\_\_\_\_
- i. Aerial Lift \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr  
Specify Size of Lift \_\_\_\_\_
- j. Other Equipment \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr  
With Operator  
Specify Type of Equipment \_\_\_\_\_
- k. Markup Percentage for Rented Equipment for other than listed above \_\_\_\_\_%
- l. Markup Percentage of List Price for Materials \_\_\_\_\_%
- m. Trench Box with Box Certification \$\_\_\_\_\_/day
- n. Specify Size of Box \_\_\_\_\_
- o. Disposal of Asphalt and Contaminated fill \$\_\_\_\_\_/ton
- p. Discount Payment Terms If Applicable \_\_\_\_\_

## Attachment B

### EXCAVATION AND PRE-CONSTRUCTION SITE WORK CATCH BASIN REPAIR AND STORM WATER STRUCTURE REPAIR AND REPLACEMENT

1. The general scope of work will include but not be limited to:
  - Catch basin repair and replacement
  - Excavation, hauling and filling as needed
  - Water, sewer and storm drain/storm water structure repair and replacement service
  - Grading services for gravel roadways and parking areas as needed
  - All subterranean maintenance work on campus below four (4) feet
  - Work near occupied buildings
2. Excluded from this service are the following:
  - All construction and/or repair materials
  - Digging permits / Dig safe notification
  - Barricades and signage
  - Internal notifications to USM Public Safety, local Fire departments (Gorham, Portland & Lewiston) USM Facilities Management Department.
  - Site silt fence, hay bale, or other erosion and sediment control best management practice preparation
  - Capital Construction work may be bid as part of the Capital Project
3. A Site Specific Work Practice and Safety Plan shall be required for each job. (Paragraph 3.2)
4. Specific equipment and services that must be available and to be priced individually per hour with an operator are as follows:
  - 3-yard Loader or similar
  - 26,000# Excavator or similar
  - 450-size Bulldozer or similar
  - Tandem dump truck
  - Tri-axle dump truck
  - Flatbed tractor and trailer
  - Road Grader
  - 4-ton asphalt type vibratory roller or similar
  - Competent safety person / crew leader to be assigned to each project
  - Laborer
  - Trench box with box certification (specify size of box in quote and price daily use)
  - The markup percentage for rented equipment other than listed above
5. Work will be on an as-called basis. The Facilities Supervisor (or designee) will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by this contract.
6. Potentially multiple pieces of the above equipment could be employed at once.
7. The Contractor shall be responsible for all fuel. Fuel may not be stored on University property.



8. This contract shall be for both planned and unplanned maintenance work and shall provide 24/7 coverage as needed.
9. Equipment not in use for a maintenance project must be stored off University property. If a maintenance project is underway, the equipment that is in use may be stored on site until no longer needed for the project.
10. Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication with the Facilities Supervisor.
11. A list of the Contractor's available backup equipment is required to ensure continuation of the work in the event of a breakdown.

## Attachment C



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### FACILITIES MANAGEMENT

# DIG SAFE/DIG SMART INTERNAL PROCEDURE

#### A. GOAL

The purpose is to provide adequate information on the necessary procedures for performing excavations on the University of Southern Maine campuses to prevent injury, damage to University property, loss of existing vital service and provide a safe working environment for students, faculty, staff and outside vendors/contractors.

#### B. BASIC FUNDAMENTALS

1. Do not dig holes or penetrate the ground in any way without contacting USM Facilities Management at 780-4160.
2. Once the requirement for penetrating the ground is identified, Facilities Management will assign a project manager to the task.
3. The project manager assigned to the project or task is responsible for marking the area that Dig Safe and Dig Smart is to locate utilities within. The USM project manager shall contact the Assistant Director of Grounds and Grounds Services to assist in marking the area. The project manager must submit a work order with Facilities Management for the services rendered by the Assistant Director of Grounds.
4. The project manager shall contact the Telecom Department to notify them of the excavation.
5. The project manager shall provide the name, address and contact information of the vendor providing the on-call site, civil and excavation services.
6. It is the responsibility of the excavation contractor to mark the location and contact Dig Safe unless special arrangements have been made with such contractor for USM to provide this service and only if USM knows the full extent of the excavation taking place and can describe such to Dig Safe. Ultimately only the excavation contractor knows the exact method and means of the excavation and they are the ones required by state law to contact and abide by Dig Safe regulations.
7. If the need for an excavation is an emergency (immediate excavation necessary to prevent injury, death or loss of existing vital service) Dig Safe may be contacted 24/7 to procure their services.
8. Once the area is marked, the Assistant Director of Grounds will contact Dig

Smart of Maine at 1-207-749-7231 within 72 hours of the scheduled excavation. Dig Smart of Maine must be contacted because USM is a 'Non-Member Operator' and USM operates under private utilities.

9. The project manager MUST provide the appropriate project account information to the Assistant Director of Grounds so a requisition may be entered into MaineStreet for Dig Safe and Dig Smart.
10. When contacting Dig Smart the Assistant Director of Grounds shall provide the project managers information and schedule the services. The project manager will be responsible for meeting Dig Smart on site to explain the project requirements and provide access to the neighboring buildings if necessary or requested by the Locator.
11. Once both Dig Safe and Dig Smart have marked all of the utilities within the predefined area the markings must be maintained by the Project Manager. Upon request, the Assistant Director of Grounds, may assist the Project Manager, under separate work order, with remarking the utilities within the predefined area.
12. The excavation may commence once the area has been marked by both Dig Safe and Dig Smart. The individual or firm performing the excavation then becomes responsible for maintaining the Dig Safe/Dig Smart requirements and markings. Mechanical excavation must stay within 18" of the predefined area. If mechanical excavation is required outside the area, Dig Safe and Dig Smart must be contacted again.
13. The Dig Safe ticket expires 60 days after the initial ticket is issued. If the scheduled excavation does not happen within 60 days of the initial ticket, Dig Safe must be contacted for a new ticket before any mechanized excavation can occur.
14. Once the excavation has been performed and any/all utilities have been exposed, it is the responsibility of the project manager to document the exact location of the utilities and provide the information to the FM E/A department. The E/A department will then update the Utility Master Plan for future reference and excavations.

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES**

This Contract for Services ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Southern Maine**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

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

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Contract Amendments** as required

**Request for Qualification # 34-16** Issue Date **December 2, 2015** Titled **On-Call Site, Civil and Excavation Services**.

**Contractor's Bid in Response to Request for Qualification # 34-15** Proposal Submission Date **December 18, 2015** Titled **On-Call Site, Civil and Excavation Services**.

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term:** This Contract shall commence on **January 01, 2016** and shall terminate on **December 31, 2019**, unless terminated earlier as provided in this Contract with option for **two (2) additional one (1)** year terms upon the parties' mutual agreement.
3. **Payment:**
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

4. **Termination:** The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Adam Thibodeau, Interim Director of Facilities Management, University of Southern Maine, or his designee shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or

after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
5761 Keyo Building  
Bangor, Maine 04469

Attn: Ryan Ward

**To Contractor:**

**<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>**

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

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

Accounts Payable Shared Services  
5761 Keyo Building  
Orono, ME 04469

Phone: [207-581-2692](tel:207-581-2692)

Fax: [207-581-2698](tel:207-581-2698)

Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A - Specifications of Work to be Performed**
- C. **Rider A-1 – Pricing**
- D. **Rider B-1 – Insurance Requirements**
- E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
- F. **Request for Qualification # 34-16 Issue Date December 2, 2015 Titled On-Call Site, Civil and Excavation Services**
- G. **Contractor's Bid in Response to Request for Qualification # 34-16 Proposal Submission Date December 18, 2016 Titled On-Call Site, Civil and Excavation Services.**

26. **Smoking Policy**

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.



**27. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

FOR THE CONTRACTOR:

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

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

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

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

### **INTENT AND PURPOSE**

The University of Maine System, acting through the University of Southern Maine is seeking qualification for the pre-qualification of experienced contractors to provide labor, equipment and materials pricing for on-call site, civil and excavation services at the University of Southern Maine Gorham Campus; 37 College Ave, Gorham, ME 04038, Portland Campus; 96 Falmouth St, Portland, ME 04103 and Lewiston-Auburn Campus; 51 Westminster Street; Lewiston, ME 04240 for projects not-to-exceed \$50,000. It is the intent of the University of Southern Maine to have open contracts with pre-qualified excavation contractors who have the specified experience, qualifications, staff, training and equipment necessary to perform the work throughout the length of the contract. All prices for labor hours and equipment cost will be frozen for term of the contract.

### **PRODUCT SCOPE OF WORK:**

The University is seeking a standard and overtime hourly (time and one-half) rates. The University is seeking standardized rates for equipment provided by Contractor. The Contractor must be able to provide trained and competent workers and on an on-call basis. **See Attachment B for detailed Scope of Work.** All work must be completed within University of Southern Maine's Dig Safe/Dig Smart procedures when work is performed at any of the three University of Southern Maine Campuses, **See Attachment C for Dig Safe/Dig Smart Procedures.**

The University estimates a need for approximately 150 hours of on-call site, civil and excavation services annually. This is an estimate only, consequently, the contract shall cover the actual needs of the University throughout the term of the Contract regardless of whether hours are more or less than this estimated amount.

**The Contract is limited to excavation projects costing less than \$50,000.00. For projects costing \$50,000.00 or more the University will solicit bids from a minimum of three (3) contractors for the work. Solicitation will include, but not limit to, all Contractors under Contract and in good terms with the University.**

**The University intends to award this contract to multiple bidders. Award of Contract is not a guarantee of work.**

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

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

### **PERFORMANCE TERMS AND CONDITIONS**

The University is committed to maintaining a safe environment for faculty, staff, students, and visitors that does not adversely affect their health. Contractors have an obligation to take all reasonable precautions to prevent foreseeable injury to themselves and others within the facilities of this institution, and to make safety a priority. It is incumbent upon the Contractor to avoid unsafe conditions or acts while on the

University of Southern Maine Campuses or at other affiliated facilities or sites, and to avoid conditions resulting in environmental hazards.

3.21 Job Site Safety:

3.21.1 The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

3.21.2 Contractor agrees to be responsible for initiating, maintaining and supervising, where appropriate, safety practices and programs in the performance of the Work or Services in accordance with generally accepted safety practices; take all reasonable precautions to secure and protect University's property and the personal safety of University's employees and its other invitees; and comply with any applicable laws, rules or regulations relating to safety and security of people and property.

3.21.3 Where applicable to the Work or Services, CONTRACTOR agrees to abide by all University's safety policies and procedures including but not limited to University's worksite drug, alcohol, and smoking policies. Contractor shall ensure each Project Order includes safety programming and planning.

3.22 Lockout and Tag out of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

3.23 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hot work permits and fire watch, the Contractor shall contact the Office of Facilities Management Safety Office and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

3.24 Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

3.25 Accident/Injury Notification: The Authorized University Representative must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under the Contract.

3.26 Emergency Notification: The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.

3.27 Solid Waste Removal: The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.

- 3.28 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.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement costs of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associated with re-keying designated locations.

- 3.29 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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.30 Environment Compliance: In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkalis, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.
- 3.31 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may result in termination of the Contract.
- 3.32 Security: The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require the Contractor conduct criminal history checks on employees or subcontractors.
- 3.33 Employee Identification: 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) responsible for job site safety and environmental management under this Contract and is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies. When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's

expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.

- 3.34 **Equipment and Supplies:** All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operation condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.
- 3.35 **Access to Utilities:** Water and electrical power to limited work areas shall be provided by the University of Southern Maine. The Contractor shall make arrangements for use of such facilities and shall comply with any requirements or restrictions for use. The Contractor shall provide all hose or cord extensions from existing sources to work areas.
- 3.36 **Delivery of Materials:** It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The University of Southern Maine shall not constitute acceptance or responsibility for any of the materials and equipment.
- 3.37 **Property Damage:** Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition.
- 3.38 **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. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment, or contents resulting from the use of inferior materials, equipment and workmanship.
- 3.39 **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.

## RIDER A-1 PRICING

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

2. Labor Hourly Rates: Provide rates for all labor classifications applicable to provided service. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges, including but not limited to: equipment if not specified otherwise, travel, small tools, standard materials and expendables. Regular working hours shall be Monday to Friday 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work. **Only complete hourly rates that pertain.**

	Regular Hours	Overtime/Weekend/Holiday hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Site Forman	\$ _____/hr	\$ _____/hr
c. Laborer (skilled)	\$ _____/hr	\$ _____/hr
d. Laborer (unskilled)	\$ _____/hr	\$ _____/hr
e. Safety person/Crew Leader	\$ _____/hr	\$ _____/hr
f. Other Labor Rate	\$ _____/hr	\$ _____/hr
Specify Type of Labor _____		

3. Equipment/Operator Rates: The following specific equipment shall be available when applicable for a service trade and shall be priced individually per hour including an operator. In addition to the operator, rates shall be inclusive of all charges including but not limited to, transportation or trip charges, small materials packages and expendables. Regular working hours shall be Monday to Friday, 7:00 a.m. to 3:00 p.m. Provide rates for after hours, holiday and weekend work. **Only complete equipment that can be provided.**

	Regular Hours	Overtime/Weekend/Holiday hours
a. Front Loader	\$ _____/hr	\$ _____/hr
Size of Front Loader: _____		
b. Excavator	\$ _____/hr	\$ _____/hr
Size of Excavator: _____		
c. Bulldozer	\$ _____/hr	\$ _____/hr
Size of Bulldozer: _____		
d. Tandem Dump Truck	\$ _____/hr	\$ _____/hr
e. Tri-Axle Dump Truck	\$ _____/hr	\$ _____/hr

f. Flat Bed Tractor and Trailer \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

g. Road Grader \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

Size of Road Grader: \_\_\_\_\_

h. Vibratory Roller (Asphalt Type) \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

Size of Vibratory Roller: \_\_\_\_\_

i. Aerial Lift \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

Specify Size of Lift \_\_\_\_\_

j. Other Equipment With Operator \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr

Specify Type of Equipment \_\_\_\_\_

k. Markup Percentage for Rented Equipment for other than listed above \_\_\_\_\_%

l. Markup Percentage of List Price for Materials \_\_\_\_\_%

q. Trench Box with Box Certification \$\_\_\_\_\_/day

r. Specify Size of Box \_\_\_\_\_

s. Disposal of Asphalt and Contaminated fill \$\_\_\_\_\_/ton

Discount Payment Terms If Applicable \_\_\_\_\_

**RIDER B-1  
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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



**RIDER B-2**

**Substitute Form W-9 - Taxpayer Identification Number Request & Certification**

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

**Part 1 Tax Status:**

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

Address (number, street, and apt. or suite

no.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

**Complete One:**

Individual/Sole Proprietor Business Name, if different from above

\_\_\_\_\_  
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

Partnership EIN \_\_\_\_ - \_\_\_\_\_

Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y N**

2. Corporation providing medical services? **Y N**

Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_\_

Government Entity EIN \_\_\_\_ - \_\_\_\_\_

Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

All other Entities EIN \_\_\_\_ - \_\_\_\_\_

**Part 2 Exemption:** **If exempt from Form 1099 reporting, check here:**

**and circle your qualifying exemption reason below**

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

**Part 3 Certification:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the

Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends,

or (c) the IRS has notified me that I am no longer subject to backup withholding,

**and**

3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: \_\_\_\_\_ Date:

\_\_\_\_\_

**Please return this form with the attached contract. Thank you for your cooperation.**

## Attachment B

### EXCAVATION AND PRE-CONSTRUCTION SITE WORK CATCH BASIN REPAIR AND STORM WATER STRUCTURE REPAIR AND REPLACEMENT

1. The general scope of work will include but not be limited to:
  - Catch basin repair and replacement
  - Excavation, hauling and filling as needed
  - Water, sewer and storm drain/storm water structure repair and replacement service
  - Grading services for gravel roadways and parking areas as needed
  - All subterranean maintenance work on campus below four (4) feet
  - Work near occupied buildings
2. Excluded from this service are the following:
  - All construction and/or repair materials
  - Digging permits / Dig safe notification
  - Barricades and signage
  - Internal notifications to USM Public Safety, local Fire departments (Gorham, Portland & Lewiston) USM Facilities Management Department.
  - Site silt fence, hay bale, or other erosion and sediment control best management practice preparation
  - Capital Construction work may be bid as part of the Capital Project
3. A Site Specific Work Practice and Safety Plan shall be required for each job. (Paragraph 3.2)
4. Specific equipment and services that must be available and to be priced individually per hour with an operator are as follows:
  - 3-yard Loader or similar
  - 26,000# Excavator or similar
  - 450-size Bulldozer or similar
  - Tandem dump truck
  - Tri-axle dump truck
  - Flatbed tractor and trailer
  - Road Grader
  - 4-ton asphalt type vibratory roller or similar
  - Competent safety person / crew leader to be assigned to each project
  - Laborer
  - Trench box with box certification (specify size of box in quote and price daily use)
  - The markup percentage for rented equipment other than listed above
5. Work will be on an as-called basis. The Facilities Supervisor (or designee) will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by this contract.
6. Potentially multiple pieces of the above equipment could be employed at once.
7. The Contractor shall be responsible for all fuel. Fuel may not be stored on University property.

8. This contract shall be for both planned and unplanned maintenance work and shall provide 24/7 coverage as needed.
9. Equipment not in use for a maintenance project must be stored off University property. If a maintenance project is underway, the equipment that is in use may be stored on site until no longer needed for the project.
10. Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication with the Facilities Supervisor.
11. A list of the Contractor's available backup equipment is required to ensure continuation of the work in the event of a breakdown.

## Attachment C



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### FACILITIES MANAGEMENT

# DIG SAFE/DIG SMART INTERNAL PROCEDURE

## C. GOAL

The purpose is to provide adequate information on the necessary procedures for performing excavations on the University of Southern Maine campuses to prevent injury, damage to University property, loss of existing vital service and provide a safe working environment for students, faculty, staff and outside vendors/contractors.

## D. BASIC FUNDAMENTALS

1. Do not dig holes or penetrate the ground in any way without contacting USM Facilities Management at 780-4160.
2. Once the requirement for penetrating the ground is identified, Facilities Management will assign a project manager to the task.
3. The project manager assigned to the project or task is responsible for marking the area that Dig Safe and Dig Smart is to locate utilities within. The USM project manager shall contact the Assistant Director of Grounds and Grounds Services to assist in marking the area. The project manager must submit a work order with Facilities Management for the services rendered by the Assistant Director of Grounds.
4. The project manager shall contact the Telecom Department to notify them of the excavation.
5. The project manager shall provide the name, address and contact information of the vendor providing the on-call site, civil and excavation services.
6. It is the responsibility of the excavation contractor to mark the location and contact Dig Safe unless special arrangements have been made with such contractor for USM to provide this service and only if USM knows the full extent of the excavation taking place and can describe such to Dig Safe. Ultimately only the excavation contractor knows the exact method and means of the excavation and they are the ones required by state law to contact and abide by Dig Safe regulations.
7. If the need for an excavation is an emergency (immediate excavation necessary to prevent injury, death or loss of existing vital service) Dig Safe may be contacted 24/7 to procure their services.
8. Once the area is marked, the Assistant Director of Grounds will contact Dig Smart of Maine at 1-207-749-7231 within 72 hours of the scheduled excavation. Dig Smart of Maine must be contacted because USM is a 'Non-Member Operator' and USM operates under private utilities.
9. The project manager MUST provide the appropriate project account information to the Assistant Director of Grounds so a requisition may be entered into MaineStreet for Dig Safe and Dig Smart.

10. When contacting Dig Smart the Assistant Director of Grounds shall provide the project managers information and schedule the services. The project manager will be responsible for meeting Dig Smart on site to explain the project requirements and provide access to the neighboring buildings if necessary or requested by the Locator.
11. Once both Dig Safe and Dig Smart have marked all of the utilities within the predefined area the markings must be maintained by the Project Manager. Upon request, the Assistant Director of Grounds, may assist the Project Manager, under separate work order, with remarking the utilities within the predefined area.
12. The excavation may commence once the area has been marked by both Dig Safe and Dig Smart. The individual or firm performing the excavation then becomes responsible for maintaining the Dig Safe/Dig Smart requirements and markings. Mechanical excavation must stay within 18" of the predefined area. If mechanical excavation is required outside the area, Dig Safe and Dig Smart must be contacted again.
13. The Dig Safe ticket expires 60 days after the initial ticket is issued. If the scheduled excavation does not happen within 60 days of the initial ticket, Dig Safe must be contacted for a new ticket before any mechanized excavation can occur.
14. Once the excavation has been performed and any/all utilities have been exposed, it is the responsibility of the project manager to document the exact location of the utilities and provide the information to the FM E/A department. The E/A department will then update the Utility Master Plan for future reference and excavations.