



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

ON-CALL SERVICES FOR FACILITIES
University of Maine at Presque Isle

RFP # 38-15

ISSUE DATE:
April 6, 2015

PROPOSALS MUST BE RECEIVED BY:
May 6, 2015

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Matthew Robinson
104 Anderson Hall
37 College Avenue
Gorham, ME 04038

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SECTION ONE

1 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Maine at Presque Isle, is seeking proposals for contractors to provide labor, equipment and materials pricing for on-call facilities maintenance services, which may include construction, for projects below \$50,000.
- 1.2 The University of Maine at Presque Isle will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".
- 1.3 Scope of Work: The University of Maine at Presque Isle is seeking contractors in the following nine (9) service trades at the designated campuses:
 - 1.3.1 Trade Class A - Flooring: Carpet, Ceramic Tile, and Vinyl Composition Tile
 - 1.3.2 Trade Class B - Roof repair and maintenance
 - 1.3.3 Trade Class C - Interior and exterior painting
 - 1.3.4 Trade Class D – Carpentry
 - 1.3.5 Trade Class E – Electrical
 - 1.3.6 Trade Class F – Plumbing
 - 1.3.7 Trade Class G – HVAC
 - 1.3.8 Trade Class H – Earthwork, including Storm Water, & Underground Utilities
 - 1.3.9 Trade Class I – Concrete / Masonry

It is the University's intent to establish open contracts with bidders who have the specified experience, qualifications, staff, training, and equipment necessary to perform the work. A single bidder may receive awards for one or more of the service trades listed. However only one contract will be awarded for each of the service trades listed above. Award is not a guarantee of work. Contracts shall cover the actual needs of the University as determined by the Office of Facilities Management.

The initial term of the Contract(s) shall be for one (1) year. Quoted pricing for labor, equipment and material discounts shall be firm for the initial term. With mutual written agreement of the parties, the contract(s) may be extended for four (4) additional one (1) year periods.

Upon request, Contractors may be required to provide materials to perform the work.

Services are normally scheduled during regular business hours but may be needed on an emergency basis after hours and on weekends and holidays.

- 1.4 Evaluation Criteria: Each proposal for each service class will be evaluated individually. Proposals will be evaluated on the following criteria deemed to be in the University's best

interests:

Proposal Scoring	Points
Section 4: Proposal Content	
Pricing / Financial Offer To include: - Labor Rates (4.2) - Markup (Materials and Equipment) (4.2)	40
Ability to meet requirements Topics covered include: - Trade Licenses (4.6) - Response Time (4.6) - Work Experience (4.6) - Safety and Environmental Compliance Manual Submission (4.6) - Payment Method (4.3)	25
Availability of Equipment (4.6)	15
References (4.5)	15
Maine Economic Impact (4.4)	5
Total Possible Points	100

- 1.5 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

For the purposes of this RFP, the University may choose to award a service class to multiple vendors.

- 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 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue proposals award notice

letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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

- 1.8 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda. Written inquiries must be made by email or received by mail no later than the inquiry deadline below. Inquiries made by mail must be clearly marked as inquiries, so as to be identified and separated from proposals. Inquiries made by mail that are not clearly labeled as such will not be opened until the proposal due date and will not be responded to.

Inquiries must be made to: matthew.j.robinson@maine.edu

or

University of Maine System
Office of Strategic Procurement
Attn: Matthew Robinson
104 Anderson Hall
37 College Avenue
Gorham, ME 04038

The deadline for inquiries is April 15, 2015.

The University will respond to written inquiries not later than close of business, April 20, 2015.

- 1.9 Submission: A **SIGNED** original and one (1) copy (two total), and a digital file on a flash drive of the proposal must be submitted in a sealed envelope by the **end of the business day on the closing date on the cover page**, to be date stamped by the Office of Strategic Procurement in order to be considered.

Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods

of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

- 1.10 Proposal Envelope: The signed proposal should be returned in an envelope or package, sealed and identified as follows:

From _____
Name Due Date Time Proposal No. Trade Letter

- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

- 1.12 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

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

- 1.14 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

- 1.15 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

- 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 proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal due date. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #38-15

- 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 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Office of Strategic Procurement 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 RFP, the signed proposal submitted by the bidder, 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 Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The initial term of the contract(s) shall be for a period of one (1) year commencing upon award of the contract. With mutual written agreement of the parties this/these contract(s) may be extended for four (4) additional one-year periods.

Quoted pricing for labor, equipment and material discounts shall be firm for the initial term.

- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Contract Value:** Award is not a guarantee of work (paragraph 1.3). The value specified in paragraph 1.1 (\$50,000) is the maximum amount per project. The contract shall cover the actual needs of the University throughout the term of the contract which may result in a total cost per year in excess of \$50,000 for multiple projects.
- 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 of 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 forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice.

Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

- 2.9 **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 Director of Equal Opportunity, North Stevens Hall, (207) 581-1226.
- 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 Required for all personnel
(In Compliance with Applicable State Law)

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

- 2.17 Smoking Policy: The University of Maine at Presque Isle is a tobacco free campus. This policy applies to faculty, staff, 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, walkways, recreational and sporting facilities, and University owned vehicles.

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 Payments: Payment will be upon final acceptance of goods and services and submittal of an invoice by the Contractor to the Contract Administrator 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.
- 2.19 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.
- 2.20 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their

employees working on campus must be registered with the campus's Police Department. 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 the regulations can be obtained by calling the University Parking Office.

- 2.21 Job Site Safety: The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health 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 at Presque Isle policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine at Presque Isle policies and procedures.

Contractor agrees to be responsible for initiating, maintaining and supervising all applicable site security, environmental controls, safety practices, and programs in the performance of the work or services in accordance with generally accepted practices, take all reasonable precautions to protect University property and the personal safety of University employees, students and campus visitors, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement of any phase of work, the Contractor shall submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management in the performance of the work and who is (are) familiar with the above referenced regulations and University Safety and Environmental Management Policies.

Where any of the Contractor's operations occur in, on or within 50 feet of any door, window or air intake in a building occupied by University employees or students, the Contractor shall, not less than fourteen (14) days prior to the start of any operation, provide directly to the Facilities Management Shop Manager, Safety Data Sheets (SDS) on all hazardous materials to be used in the operation. The Facilities Management Shop Manager shall be responsible for ensuring proper precautions and notifications to the building occupants occur prior to the initiation of such operations.

The Contractor will include, in the proposal package, a copy of the Contractor's safety/environmental compliance manual(s) covering all safety and environmental policies, procedures and work practices relevant to the scope of work the Contractor will or could perform at the University or its satellite facilities.

The Contractor shall develop and implement a site specific safety plan that addresses the specific hazards, controls, safety procedures, training, enforcement, and reporting requirements for all personnel. A Site Specific Work Practice and Safety Plan shall be provided to the Facilities Management Shop Manager for work performed prior to the start of each phase of work. The Site Specific Work Practice and Safety Plan shall include:

- 2.21.1 A description of work practices and procedures to be followed by the Contractor and subcontractors who will be employed to perform the phase of work. Such work practices may include, when applicable, but are not limited to, pedestrian and traffic control, fall protection, confined space entry, hazard communication, lockout and tagout, storm water pollution prevention, and spill prevention control and countermeasures.
- 2.21.2 Copies of relevant training documents for employees of the Contractor and subcontractors performing the work, to include Competent Person certifications where

applicable.

- 2.21.3 Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.
- 2.22 Asbestos Removal: The University shall be responsible for tracking and coordinating the identification, removal and disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the Facilities Management Shop Manager. The associate Director will then contact the Asbestos and Lead Project Manager who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and /or abatement schedules to the Facilities Management Shop Manager, who will then direct the Contractor.
- 2.23 Lockout and Tagout 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.
- 2.24 Confined Space Policy: Under the University's confined space policy, where areas are defined as permit-required confined spaces, the Contractor shall only enter these permit-required spaces under the auspices of a written confined space permitting program that meets the requirements of OSHA's Standard for Permit Required Confined Spaces (29 CFR 1910.146). The Contractor, prior to entry into a permit-required confined space, must receive the following information from the University:
- 2.24.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space.
- 2.24.2 Precautions or procedures the University has implemented for the protection of University employees in or near permit-required confined spaces where Contractor personnel will be working.
- 2.24.3 The University shall authorize entry per scope and location of each phase of the work. The Contractor shall coordinate confined space entry operations with the University and Contractor personnel who will be working in or near permit-required confined spaces during Contractor's work. The purpose of this coordination is to ensure employees of one Contractor do not endanger the employees of any other Contractor or employees of the University.
- 2.24.4 Contractor shall inform the Facilities Management Shop Manager of the permit-required confined space program the Contractor shall follow and of any hazards confronted or created in permit-required spaces, either through a debriefing or during the entry operation.
- 2.24.5 Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.
- 2.25 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible for maintaining within the Contract limits an orderly and clean area and for promptly removing 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.

- 2.26 Accident/Injury Notification: The Facilities Management Shop Manager 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.
- 2.27 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.
- 2.28 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.
- 2.29 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 or 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.

- 2.30 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 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.
- 2.31 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.

- 2.32 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.
- 2.33 Pricing: Quoted prices shall be all inclusive and shall include, but not be limited to, pricing for 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 sixty (60) days prior to the expiration date. Fuel surcharges will not be allowed.
- 2.34 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.
- 2.35 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Minimum Requirements:

- 3.1.1 Experience: To be qualified for a specific trade, the Bidder shall have been in business for a minimum of the last three (3) consecutive years.
- 3.1.2 Response Time: Contractors shall have qualified personnel on site within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled work.

3.2 Employees:

- 3.2.1 All persons employed under this contract shall be employees of the Contractor and must be currently licensed or certified in their respective field, as applicable. 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. No person shall be allowed on the property who is not directly involved in the performance of the work. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on the Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of the Contract without the prior written consent of the Contract Administrator.
 - 3.2.2 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 to conduct criminal history checks on employees or subcontractors.
 - 3.2.3 Employee Identification: 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 shall be provided by the University of Maine at Presque Isle Facilities Management department for the respective campus. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 3.3 Equipment and Supplies: All tools, equipment and fuel required to provide services within the scope of work shall be furnished by the Contractor. The Contractor shall have backup equipment available at all times to complete the work. When applicable, equipment must be licensed, registered and insured and must comply with standard safety requirements (strobe lights, back-up alarms, fire extinguishers, etc.) University equipment or tools shall not be available for use by the Contractor.
- 3.4 Materials: Materials required to be furnished by the Contractor shall be new and shall be covered by manufacturer's warranty.
- 3.5 Communications: The Contractor shall provide the names and phone numbers of persons who will be available for contact 24 hours per day to coordinate routine or emergency services.
- 3.6 Project Quotes: All individual projects estimated at \$10,000 or more shall require a written,

detailed, not-to-exceed time and materials quote prior to the commencement of the work. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed, and cost of materials required for the work. The invoice shall include the number of hours and price per hour of labor hours billed, and a breakdown of materials and/or equipment being charged.

3.7 Additional Requirements for Prequalification by Trade Class

3.7.1 Trade Class A - Flooring: Carpet, Ceramic Tile, and Vinyl Composition Tile (VCT) only:

3.7.1.1 Surfaces covered include carpeting, ceramic tile, cove base, rubber flooring, stair treads, and vinyl composition tile (VCT).

3.7.1.2 Contactor shall provide specified materials, tools, equipment, and installation services for the removal and disposal of existing flooring, perform surface preparation, and finish installation, as dictated by the project.

3.7.1.3 The university shall provide all adhesives, coving, flooring materials, padding, and finish grout.

3.7.1.4 Contractor is responsible for delivering all flooring materials and adhesives from the University staging area to the installation site.

3.7.2 For Trade Class B - Roof repair and maintenance only:

3.7.2.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Materials shall be based on a firm cost.

3.7.2.2 Contractor shall provide all materials, tools, equipment (including personal protective equipment, power and hand tools and related accessories, staging, scaffolding, motor vehicles, safety equipment and signage), and installation services to access and repair/replace roofing systems, and provide preventive maintenance as specified.

3.7.2.3 The Contractor shall provide – at no additional charge - fifteen (15) lifts of staging/scaffolding per project as needed. Any staging/scaffolding required over this allowance shall be charged to the University at agreed-upon rates.

3.7.2.4 The Contractor shall provide a sufficient number of trained and competent roofers on an “as needed” basis for jobs such as snow removal, cleaning drains, repairing leaks, and other forms of roof repair and maintenance.

3.7.2.5 Services are often needed on an emergency basis and must be available within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled work

3.7.2.6 If services are requested on an emergency basis (less than 24 hours) and the Contractor does not have staging and scaffolding available, and therefore must rent it, the cost may be passed on to the University. A copy of the invoice for the rental must be attached to the University's invoice for the job which required the rental.

3.7.2.7 If work requires use of a crane, the Contractor must provide the crane, however the Contractor may charge the University an agreed upon hourly rate for its use.

3.7.2.8 Contractor shall also be the designated contractor for on-call crane services on campus.

3.7.2.9 Only fume recovery kettles are allowed for use under this contract. No exceptions will be permitted.

3.7.3 For Trade Class C - Interior and exterior painting only:

3.7.3.1 Contractor shall provide tools, equipment, and installation services to access and prepare surfaces, up to and including, taping, mudding, and finish sanding sheetrock surfaces, and applying primer, finish paints, and caulking, as each project specifies. The University shall provide all primers, paints, joint compounds, and caulking.

3.7.3.2 The Contractor must be a RRP-certified firm with a Certified Renovator (CR) who will act as the on-site responsible party.

3.7.3.3 For areas where lead is found the Contractor must comply with OSHA 1926.62.

3.7.3.4 The Contractor shall be responsible for the packaging of lead-based paint waste for disposal. The University shall be responsible for disposal of lead-based paint waste.

3.7.3.5 **This facility is not classified as residential.**

3.7.4 Trade Class D - Carpentry:

Area of work: Interior/Exterior General Carpentry. Framing, Finish Trim & Cabinets, Ceilings, Stairs, Railings

On-Site Work Supervisor – Minimum of three (3) years experience.

3.7.5 Trade Class E – Electrical:

The following licenses shall be required:

Electrical Company – State of Maine master electrician license.

On-Site Work Supervisor – State of Maine journeyman electrician license and a minimum of three (3) years experience.

3.7.6 Trade Class F - Plumbing:

The following licenses shall be required:

Plumbing Company – State of Maine master plumber's license.

On-Site Work Supervisor - State of Maine journeyman plumber license and a minimum of three (3) years experience.

3.7.7 Trade Class G – HVAC):

The following licenses shall be required:

Contractor and employees shall have appropriate State of Maine licenses for work to be performed on refrigeration units.

HVAC/Refrigeration Company - State of Maine master license for work to be performed on natural gas, propane and oil burners.

On-Site Work Supervisor - State of Maine journeyman license and minimum of three (3) years experience in natural gas, propane and oil burners.

3.7.8 Trade Class H –Earthwork, including Storm Water, & Underground Utilities:

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.
- All construction and/or repair materials
- Barricades and signage
- Site silt fence, hay bale, or other erosion and sediment control best management practice preparation

A Site Specific Work Practice and Safety Plan shall be required for each job. (Paragraph 2.21)

Specific equipment and services that must be available and to be priced individually per hour with an operator are as follows:

- 3-yard Loader
- 26,000# Excavator
- 450-size Bulldozer
- Hydraulic hammer excavator / backhoe
- Tandem dump truck
- Tri-axle dump truck
- Flat bed tractor and trailer
- Competent safety person / crew leader to be assigned to each project
- Laborer (to include flaggers, and/or traffic control)
- 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

Excluded from this service are the following:

- Digging permits / Dig safe notification
- Internal notifications to Presque Isle Fire Dept and UMPI Safety/Security Department

Work will be on an as-called basis. The Trades Manager (or designee) will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by this contract.

Potentially multiple pieces of the above equipment could be employed at once.

The Contractor shall be responsible for all fuel. Fuel may not be stored on University property.

This contract shall be for both planned and unplanned maintenance work and shall provide 24/7 coverage as needed.

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.

Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication with the Trades Manager.

A list of the Contractor's available backup equipment is required to ensure continuation of the work in the event of a breakdown.

3.7.8 Trade Class I – Concrete / Masonry:

Services shall include, but not be limited to, slope and square top concrete curbs, concrete pads and concrete walkways in addition to masonry re-pointing and small masonry projects.

On-Site Work Supervisor – Minimum of three (3) years experience.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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

- 4.1 Business Profile: Provide a brief history of the company, including how many years in business and number of employees.
- 4.2 Pricing: Provide all rates and pricing on the price schedule for the trade quoted. Bidders submitting pricing for multiple trades shall use one price schedule for each trade. 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, but shall exclude specific materials as requested by the University. Fuel surcharges will not be allowed.
- 4.3 Payment Method: Indicate your ability to accept electronic payment methods. (Paragraph 2.16)
- 4.4 Maine Economic Impact – worth 5 points. In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine.

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

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

- 4.5 References: Submit three (3) references with the proposal. References should contain the names and contact information of companies having received similar services within the past two (2) years.
- 4.6 Required Proposal Submittal Documents: In addition to the information requested in this section, the following documents shall be submitted with proposal responses:
 - 4.6.1 List of backup equipment, when required.
 - 4.6.2 Certificate of Insurance. (See paragraph 2.16)

- 4.6.3 Proof of certification or licensing, when required by Trade Class.
- 4.6.4 Proof of commitment to 2-Hour Response Time
- 4.6.5 Proof of work experience required by Trade Class
- 4.6.4 Completed IRS W-9 Form.
- 4.6.5 Current copy of the Bidder's Safety Manual. (See paragraph 2.21)
- 4.6.6 Completed Signature page.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

PRICE SCHEDULE FOR _____ Insert Trade Letter Code _____
 Print Name of Service Trade (See Section 1.3)

Trade Codes A and B have unique pricing schedules, included below.

1. Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade. 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 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.

	Regular Regular Hours	Overtime/Weekend/ Holiday Hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Licensed Master	\$ _____/hr	\$ _____/hr
c. Licensed Journeyman	\$ _____/hr	\$ ____/hr
b. Skilled Carpenter	\$ _____/hr	\$ _____/hr
d. Mason	\$ _____/hr	\$ _____/hr
e. Concrete Craftsman	\$ _____/hr	\$ _____/hr
f. Site Foreman	\$ _____/hr	\$ _____/hr
g. Laborer (skilled)	\$ _____/hr	\$ _____/hr
h. Laborer (unskilled)	\$ _____/hr	\$ _____/hr
i. Safety Person/Crew Leader	\$ _____/hr	\$ _____/hr
j. Roofing Monitor	\$ _____/hr	\$ _____/hr
k. Other Labor Rate	\$ _____/hr	\$ _____/hr
	Specify Type of Labor _____	
l. 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 other 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.

	Regular Hours	Overtime/ Weekend/Holiday Hours	Mobilization/ Demobilization Fee	Mob/Demob Overtime/ Weekend/Hol.
a. Aerial Lift	\$ _____/hr.	\$ _____/hr.	_____	_____
Specify Size of Lift	_____			
b. Crane Services	\$ _____/hr.	\$ _____/hr.	_____	_____
c. Staging/Scaffolding	\$ _____/lift/month			
d. Other Equipment With Operator	\$ _____/hr.	\$ _____/hr	_____	_____
Specify Type of Equipment	_____			
Other Equipment With Operator	\$ _____/hr.	\$ _____/hr	_____	_____
Specify Type of Equipment	_____			
Other Equipment With Operator	\$ _____/hr.	\$ _____/hr	_____	_____
Specify Type of Equipment	_____			
e. Markup Percentage for Rented Equipment other than listed above	_____%			

3. Markup Percentage Off Wholesale Invoice Cost for Materials _____%

4. Discount Payment Terms, if Applicable _____

PRICE SCHEDULE FOR FLOORING INSTALLATIONS TRADE LETTER CODE A

SUBMISSION REQUIREMENTS:

Provide the following rates:

Carpet Removal	\$_____ /sq. yd.
Carpet Installation	\$_____ /sq. yd.
Ceramic Tile Removal	\$_____ sq. ft.
Ceramic Tile Installation	\$_____ /sq. ft.
Cove Base Installation	\$_____ /linear ft.
Laminate Flooring Removal	\$_____ /sq.ft.
Laminate Flooring Installation	\$_____ /sq.ft.
Linoleum Removal	\$_____ /sq. yd.
Linoleum Installation	\$_____ /sq. yd.
Floor Tile Removal VCT	\$_____ / sq. ft.
Floor Tile Installation VCT	\$_____ /sq. ft.
Rubber Floor Tile Installation	\$_____ / sq. ft.
Floor Preparation	\$_____ /hr. (cost per hour)
Minimum Charge	\$_____

PRICE SCHEDULE FOR ROOFING**TRADE LETTER CODE B****Materials: Provide a unit cost for the materials listed below.**

Product	Pkg	University	Brand
Bonding Adhesive	Gallon	\$	Firestone
Quicksplice	Gallon	\$	Firestone
Lap Sealant	11 oz	\$	Firestone
Water Block	11 oz	\$	Firestone
Uncured Formflash	Sq.Ft.	\$	Firestone
5" P&S-4020	Lin.ft.	\$	Firestone
EPDM. 060	Sq.ft.	\$	Firestone
50 Year Shingles	Square	\$	Landmark Premium
Type IV glasfelt	Roll	\$	Firestone
Flashing cement	Gallon	\$	Karnak #19
Propane	lb	\$	
Splice Wash	Gallon	\$	Firestone
6" Peel & Stick	LF	\$	ADCO Millennium
9" QS Formflash	LF	\$	Firestone
LVOC Bonding Adhesive	Gallon	\$	Firestone
Grace Ice & Water Shield	LF	\$	Grace
Termination Bar	LF	\$	Firestone

