



Administered by University of Maine System
Office of Strategic Procurement
Request for Qualifications (RFQ)

Facilities Master Plan Services

RFQ #49-15

Issue Date: May 8, 2015

Response Deadline Date/Time: June 5, 2015, 2:00 p.m.

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Robinson Hall, 46 University Drive, Augusta, Maine 043330
Attn: Robin Cyr, Strategic Sourcing Manager

Response Contact Information:

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SECTION 1

1.0 General Information

1.1 Background

The University of Maine System is undertaking master planning exercises for its built environment and grounds to guide the future development and management of its physical campuses. The Institution seeks documented master plans to inform decision-making regarding facilities and grounds in a way that optimizes the use of scarce resources to carry out the institutional mission.

This statewide initiative follows a recent review endorsed in March 2015 by the UMS Board of Trustees which recommended the seven major campus (located in Fort Kent, Presque Isle, Orono, Machias, Augusta, Farmington and Southern Maine) establish and maintain a campus master plan as part of a three-tiered physical infrastructure planning process. The other tiers are increasingly granular and operational in nature, and are under the umbrella of the master plan. A core intention of this master planning effort is for the University community to be engaged in the process, to have the opportunity for input, and to have an awareness and understanding of the outcome. The goal is for those directly involved in maintaining or operating the campus and those who may be involved in specific facility or grounds projects to then be guided in those subsequent efforts by the master planning effort.

University of Maine (UM)

Founded in Orono in 1865, the University of Maine (“UMaine”) is the flagship research campus of the University of Maine System. UMaine is among the most comprehensive higher education institutions in the Northeast and attracts students from across the U.S. and more than 65 countries. It currently enrolls 11,247 total undergraduate and graduate students who can directly participate in groundbreaking research working with world-class scholars. UMaine offers doctoral degrees in 30 doctoral programs, representing the humanities, sciences, engineering, and education; master’s degrees in 75 disciplines; 90 undergraduate majors and academic programs; and one of the oldest and most prestigious honors programs in the U.S. The university serves traditional, non-traditional, and online student populations. UMaine is committed to a culture of sustainability and environmental responsibility, with substantial efforts aimed at conserving energy, recycling and adhering to sustainable building design and construction standards.

UMaine is a state-wide enterprise; comprised of 355 buildings and 4.6 million gross square feet, across 7,894 acres (13 square miles), with a total asset value of over \$1.25 billion dollars, the University serves the citizens of Maine from every corner of the state.

The University’s main campus is in the town of Orono, comprised of over 202 buildings and 4.25 million gross square feet on 443 acres (0.69 square miles). The campus and contiguous properties total 1,690 acres extending into the City of Old

Town, and includes the Witter Farm, Demeritt Forest, and University Park. UMaine is 5 miles from the City of Bangor, which has a population of approximately 33,000 residents and is the hub of surrounding communities totaling in excess of 80,000 residents.

UMaine houses over 3,400 students on its Orono campus, in 19 residence halls and facilities; providing a wide variety of building and community styles to meet students' needs. The Orono campus infrastructure includes facilities serving the state's only division 1 athletic programs; an arboretum; a central heating plant serving the majority of the campus' heating demand; in excess of 135 acres of paved surfaces; and over 150 miles of University-owned utilities: including steam, water, sewer, storm drain, and electrical infrastructure. The campus includes 190 classrooms and 970 laboratory spaces, totaling in excess of 140,000 gsf and 525,000 gsf, respectively.

University of Southern Maine (USM)

The University of Southern Maine is comprised of three campuses, totaling 2,510,613 square feet, 89 buildings, and 350 acres. Current replacement value of all three campuses is approximately \$580M. The Portland and Gorham campuses serve the same body of students, while the Lewiston-Auburn campus serves a nearly entirely unique body of students. Total student body in AY 2014-15 is approximately 9,000. The total deferred maintenance of all three campuses is approximately \$238M, and the net asset value of all buildings is approximately 59%. Of the \$238M deferred maintenance \$95M is a current and critical need.

The Portland campus has 43 buildings and is entirely academic and administrative space. This campus totals 1,214,667 square feet and 26.4 acres. The current replacement value of the Portland campus is approximately \$255M, the current and critical deferred maintenance need is approximately \$35M. Of the older buildings on this campus, the NAV is 51%

The Gorham campus has 45 buildings and is a mix of academic, administrative, and residential life/dining facilities type of space and totals 1,114,343 square feet and 102 acres. The current replacement value of the Gorham campus is approximately \$285M, the current and critical deferred maintenance need is approximately \$60M. Of the older buildings on this campus the NAV is 45%.

The Lewiston-Auburn campus is comprised of one 132,437 square foot building (formerly an indoor tennis court renovated into university type space about 20 years ago) with a CRV of \$40M. This building sits on 8.3 acres. Deferred maintenance amount and NAV are unknown but NAV is significantly higher than either the Portland or Gorham campuses.

University of Maine at Augusta (UMA)

The University of Maine at Augusta (UMA) operates two campus locations (Augusta and Bangor) and six off-campus centers (Saco, Brunswick, Rockland, Ellsworth, S. Paris, Rumford/Mexico). UMA is currently a commuter school

although the campus is in negotiations with a local developer to create on-campus housing opportunities on the Augusta campus through a public/private arrangement. It is anticipated that on-campus housing will be available in the fall of 2017. UMA delivers both on-site classes as well as distance education programming throughout the state and beyond Maine's borders utilizing one of more of the following modalities: interactive television system, videoconference, and web-based instruction. UMA has a state-wide mission to provide access and is the third largest institution in the University System with more than 6,000 students. The majority of UMA's students are part-time, adult learners with an average age of approximately 30 years old.

The Augusta campus is UMA's main campus. It is located in Maine's capital city on a 160-acre parcel located adjacent to the Augusta Civic Center and the Interstate. UMA was created by an act of the Maine legislature in 1965 and moved to the current location in 1970 when its first academic building, Jewett hall, opened. The Augusta campus has 14 buildings on the campus, and recently acquired a five story building in downtown Augusta known as Handley Hall. Built in 2007 as an addition to the Katz Library, the Michael Klahr Center serves as the home for the Holocaust and Human Rights Center of Maine. In addition to the campus buildings, UMA leases from the Augusta Civic Center 16,800 square feet of classroom space to support UMA's Nursing Education programs and recreation space. The Augusta campus has a total of approximately 200,000 square feet of total assignable space. In addition to the campus buildings, the Augusta campus has a network of walking trails and athletic fields utilized for University and community recreation and athletic activities.

Augusta buildings: Jewett Hall, Katz Library, Randall Student Technology Center, Fine Arts Buildings, Art and Architecture Buildings, Farmhouse, Stoddard House, Alumni Center, Maine CITE, Mailroom/Copy Center and Grounds Shop, Handley Hall, Ceramics Studio, Maintenance Garage

The Bangor campus (UMA-Bangor) sits on a 60 acre site located on the former Dow Air Force Base adjacent to the Bangor International Airport. The campus utilizes 10 former air force base buildings for academic and administrative activities and has two maintenance garages. Three of the buildings are repurposed military barracks buildings that have undergone extensive renovations. The former officers club has been repurposed to house a 24-chair state of the art dental clinic to support the campus's dental health programs. A portion of Camden Hall has been renovated to house a veterinary clinic to support the Veterinary Technology academic program. The Bangor campus has approximately 135,000 square feet of assignable space.

Bangor buildings: Bangor Hall, Camden Hall, Lincoln Hall, Lewiston Hall, Belfast Hall, Eastport Hall, College Center, Acadia Hall, Dow Chapel, Fitness Center, two Maintenance garages

UMA manages six University College Centers in leased facilities. The University College Centers serve the educational needs of the local communities and provide access to postsecondary education opportunities offered by the University of

Maine system campuses. Some centers operate jointly with the local Community College campus to offer expanded educational programming to the region.

University of Maine at Farmington (UMF)

The University of Maine at Farmington is the public liberal arts campus of the University and is immediately adjacent to the historic downtown Farmington, ME. It is a 55 acre campus with approximately 800,000 square feet of space spread across 42 buildings. UMF has approximately \$9M in immediate maintenance needs with a total replacement value of \$194.5M.

University of Maine at Fort Kent (UMFK)

The University of Maine at Fort Kent was founded as the Madawaska Training School in 1878 to prepare bilingual teachers to serve the French speaking people of Northern Aroostook County. Today UMFK is a model “rural university” in New England, creating pathways to educational opportunity and professional success for rural communities and people. A small public institution of 1,300 students, offering quality baccalaureate and associate degree programs with a legacy of quality teaching.

The University of Maine at Fort Kent campus is 50.5 acres that includes 25 buildings, totaling nearly 270,000 gross square feet. The estimated replacement value is \$59.3 million. With 33% of the building in the 50+ year renovation age the Net Asset Value is 59%.

University of Maine at Machias (UMM)

The University of Maine at Machias is Maine’s Coastal University has 11 buildings, totaling 294,000 square feet on 243 acres. UMM has the following needs: \$6M Immediate need, \$5M for renewal, \$22M for remaining needs. Total replacement value \$71.6M.

University of Maine at Presque Isle (UMPI)

The University of Maine at Presque Isle was founded in 1903 as the Aroostook State Normal School by the Maine State Legislature following the work of dedicated citizens who saw the growing need for post-secondary education in central Aroostook County. The University now provides 1,100 traditional and non-traditional students with opportunities in a small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region.

The University of Maine at Presque Isle campus sits on 150 acres surrounded on two sides by the rolling hills and potato fields of northern Maine and is within short walking distance of downtown Presque Isle. There are 23 University-owned buildings totaling 418,359 gross square feet. The total building value is \$82,687,211 and the current asset reinvestment backlog is \$32.6M (Sightlines Report 2014).

1.2 Current State and Purpose

The recent review determined that one campus has a master plan in place which meets and exceeds the intended standards of the current initiative. Four

(4) additional institutions have plans which partially meet those standards. Although these plans exist the expectation is the Consultant will use these as background information for development of the revised plan.

This current solicitation in the form of a Request for Qualifications (RFQ) seeks responses from qualified providers for the development of a Facilities Master Plan for each of the institutions within the University of Maine System. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

Bidders should review **Section 2** of this document to see the full Scope of Services/Products required.

1.3 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document 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" or "Consultant".

1.4 Eligibility to Submit Responses

1.4.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.5 Evaluation Criteria

Scoring Weights: The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 5 (5.1-5.3)	Organization Qualifications and Experience, Financial Stability and References	25
Section 5 (5.4)	Economic Impact Within State of Maine	5
Section 5 (5.5)	Cost Response	30
Sections 6 & 7	Business Requirements (Matrix and Narrative)	30
Section 9	Contract for Services	10
	Total Points	100

Section 5 (5.5 Only) – Cost Response

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **(30)** = prorated score

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their response.

1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Communication	May 15, 2015
Section 1, 1.7	Response to Written Communication	May 22, 2015
Section 1, 1.16	Deadline for Response Submission	June 5, 2015
	Estimated Vendor Presentation Date (subject to change)	June 22-24, 2015
	Award Announcement (subject to change)	July 2, 2015
	Contract Negotiations (subject to change)	July 6 – July 17, 2015
	Estimated Contract Start Date (subject to change)	July 20, 2015

1.7 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1, 1.6 Timeline of Key Events** for deadline requirements.

1.8 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.9 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, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.10 Confidentiality

The information contained in responses 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 an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response 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.

1.11 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

1.12 Debarment

Submission of a signed response 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.

1.13 Response Understanding

By submitting a response, 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 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.15 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.16 Response Submission

A **SIGNED** original and one virus-free electronic copy (thumb drive) must be made using the **Response Submission Information** provided on the cover sheet of this document.

The response must be provided in a sealed envelope by the **Response Deadline Date/Time** provided on the cover sheet of this document. Response provided will 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.

FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
June 5, 2015
RFQ # 15-49

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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.18 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

SECTION 2

2.0 Scope of Work

The objective of the program scope of work is to develop the Facilities Master Plan for each campus when they are prepared to engage that establishes a vision for the future renovation, repurposing, and limited development of the built and natural environments of campus. The Facilities Master Plan must be comprehensive and long-range in nature, tied to strategic direction and planning of the campus, and be responsive to current needs, and sufficiently define and address the future development needs of the campuses in support of the campus' and University's missions. Although well defined, the Facilities Master Plan must also allow for flexibility to be modified in response to the ever-changing internal and external factors that influence institutions of higher education.

The Facilities Master Plan shall include an analysis of current space usage, conditions, and needs and define future space needs projections to support the campus, in a way that most efficiently and appropriately uses the existing campus physical assets. Development of the Facilities Master Plan must be an inclusive process that includes participation by and facilitates support of all campus constituencies for each of the University of Maine campuses.

All existing baseline data sets and related planning reports and documents must be reviewed and considered in the development of the Facilities Master Plan including such reports such as those developed by Sightlines, infrastructure needs and deficiencies, and accumulated deferred maintenance. In addition, the Facilities Master Plan must integrate and/or incorporate with any existing Institution Utility Master Plans.

The Consultant shall furnish all services necessary to complete the Facilities Master Plan in a thorough, professional manner and as indicated in the RFQ, as well as those requirements which may be inferred reasonably from the nature of the project. The services shall include, at a minimum, the list of deliverables outlined in this section or as redefined by the Consultant and accepted by the University.

1. **Facility campus dialogue and input; Review and analyze existing documentation.**

Development of the needs assessment must be completed through an inclusive process. This process must engage and facilitate input and feedback from the following University stakeholders:

- Senior University and campus officials, including; Board of Visitors, President, President's cabinet, and/or President's designee, facilities management, Chief Information Officer (CIO) and/or CIO's designee,
- Faculty
- Staff
- Students
- Community Stakeholders

Consultant shall complete a review and analysis of existing University and campus documentation and resources as identified by Campus leadership. Consultant shall review all existing relevant work and accept such work, or document reasons for not accepting and/or using the University's pre-existing work. A survey/briefing

of key University representatives and constituencies (both internal and external) to develop the goals and objectives of the Master Plan will be required. This task will also involve an in-depth analysis of all University departments/units to determine/confirm existing and future facility/space needs.

A report shall be submitted to include a summary of the results of the process, a draft of the Facilities Master Plan goals, objectives and guiding principles, and existing and projected facility and space deficiency findings based on academic requirements for the associated functions, with strategies for resolving overages and deficits. This report will be submitted to the campus leadership for review and approval.

2. Concept Plan

Under the direction of a senior University campus planner/designer with broad and deep experience and general knowledge of university planning, theory, and knowledge, a concept plan shall be developed. The concept plan will be the baseline deliverable requirement for each campus and shall, at a minimum, address the following:

- A general facility location plan that is developed with consideration of any planned initiatives. Each campus will provide a copy of all the planned initiatives prior to the development of the Concept Plan.
- A plan for organizing the location of academic and administrative units;
- A plan for traffic, transportation and parking;
- A plan that identifies and addresses pedestrian and vehicular circulation conflicts;
- A plan for entrances, gateways, and campus boundaries;
- A plan identifying visual, scenic and major landscape opportunities;
- A plan for improving the physical image, especially at the edges and perimeters of the University that creates a sense of place and better defines the University;
- An identification of overarching space themes to guide development.
- The Consultant will ensure the plans have a consistent look and feel in presentation and organization of materials and plan sections.

Concept Plans should maximize existing built and natural assets. In developing the Concept Plan, the Consultant will take into consideration the capacities outlined in any existing utility master plan(s). A group selected by campus leadership will review and collaborate with the planner and ultimately recommend the concept plan to the campus leadership for approval. The approved Concept Plan will serve as the basis for development of the full Facility Master Plan. The Facility Master Plan will be developed by examining a variety of alternatives using a phased approach to planning based on functionality. The examination of these individual functions will lead to the development of the overall Facility Master Plan.

3. Facility Master Plan

A draft of the complete Facility Master Plan shall be developed based on the approved Concept Plan. The Facility Master Plan shall set forth a new long-range comprehensive plan for development of the University physical plant, focusing on renovation/reuse of existing facilities, the enhancement of the campus setting among the surrounding neighborhoods, and development of each campus as a major institution within the community, the state and the region. More specifically, the Facility Master Plan shall establish a forward thinking framework for orderly growth utilizing efficient space management techniques through reuse and renovation, and development of capital improvements that is responsive to the University's current and projected needs and financial capacities, and sets forth a plan for the optimal development of existing space.

The Facility Master Plan shall be comprehensive in nature and set forth plans and recommendations for the future campus development in the areas listed directly below. The decision to undertake these sections as part of the overall plan will be driven by campus specific requirements. The decision to undertake the work of expanding the campuses Facility Master Plan to contain some or all of these sections will likely be budget and resource driven.

- Academic and Strategic Plan
- Athletic Facilities
- Current Building Use
- Edges and Perimeters
- Energy Usage
- Entrances/Gateways
- Housing
- Landscape and campus plans for community gardening
- Pedestrian Circulation
- Regulatory Requirements
- Research and Experiential Learning Requirements
- Signage to include:
 - On-campus signage
 - Way-finding
 - Traffic
 - Off-campus signage
 - Local and MDOT signage for all locations and campuses
- Space Needs
- Space Utilization
- Student Services
- Utilities Infrastructure
- Traffic/Transportation/Parking

Essential goals of the campus master plan include the preservation of existing built and natural assets to the greatest extent practical, the correction of existing liabilities and deficiencies, functional and aesthetic integration of renovations with existing structures, and site development and adaptation of existing utilities and space to serve campus-wide needs and optimize the functional performance of the campus. Creation, preservation, and enhancement of natural assets and green/open space should be addressed as a high priority in the Facility Master Plan.

The Facility Master Plan shall include an evaluation of the adequacy of existing space and also identify functional inadequacies and building problems. This should not be interpreted as a requirement for a detailed deferred Maintenance needs study or analysis. Rather this is direction to use existing campus' data to inform facilities use, potential reuse, and possible renovations. Much as this may already be identified by Sightlines. The Facility Master Plan shall summarize space needs and guideline allocations, and identify methods by which the two can be brought as close as possible to balance.

The Facility Master Plan shall identify issues critical to the campus and shall suggest a number of alternative physical solutions to the issues identified. The plan document need not address each possibility but shall describe several alternative concepts. The alternative concepts shall take into consideration that the needs of the institution, as at any similar institutions having multiple disciplines and support functions, are dynamic and require flexibility.

Building use shall include the identification of space for each of the units of the campus as identified in the needs assessment, within the confines of the existing property. Each development alternative shall include the proposed internal use of each building by discipline and/or administrative unit. The alternative selected for development shall include an in-depth analysis of the use of spaces and how they relate to the space guidelines.

Safe pedestrian circulation for all students, faculty, and staff is essential. All Facility Master Plan recommendations will be developed with the safety of pedestrians as a priority. Where a campus' strategy employs commuter campus options, the Facility Master Plan will include adequate planning for parking. Faculty, staff, students and guests need to feel safe from the time they leave their vehicles until they return to them. Exterior lighting issues should be assessed and recommendations be made in the context of pedestrian safety and security.

The Facility Master Plan must recognize the essential nature of the relationship between people and the spatial quality of their environment. The term "environment" is meant to include both inside buildings and outside in the space not occupied by buildings. The Facility Master Plan must recognize the need for "interactive" spaces that provide an opportunity for interaction between people of diverse interests.

The Facility Master Plan must acknowledge the fact that the campus is a part of a greater community and that it accepts its responsibilities with the people in that community to serve their needs insofar as is practicable. Consideration must be given to the physical relationship of the University with its neighbors, especially as it relates to customary "Town and Gown" issues.

4. Presentations

Presentation of findings and recommendations are anticipated at completion of the following phases:

- Submittal of Needs Assessment (including space utilization analysis)
- Submittal of Draft Concept Plan Alternatives
- Submittal of Final Concept Plan
- Submittal of Preliminary Master Plan and Design Guidelines
- Submittal of Final Master Plan and Design Guidelines

The campus will require as many meetings and presentations as necessary. There should be no assumption on the number of presentations or the number of trips required. Presentations are the formal promulgation of the Facility Master Plan and its components to all vested parties and are to be in addition to all working session presentations given to the campus leadership and the project staff. Professional-level presentation graphics are required. The campus shall provide instructions as to the specific presentation requirements as necessary.

5. Reports

Report and presentation graphics are required to be submitted at each project development phase. All reports and presentation graphics submitted during the course of the Facility Master Plan effort shall be in both electronic format and hard copy. The electronic format shall be presented on a CD, DVD, or flash drive. Text software shall be compatible with Microsoft Office, and all digitized drawings shall be in the latest version of AutoCAD and in PDF format. Renderings shall be provided in both JPG and PDF format. The hard copy shall be submitted as one reproducible master and 15 bound copies, along with single copies of all drawings and other graphics in mylar (or other medium as approved by the University) reproducible for all final documents. For draft documents only, an electronic copy and twenty-five hard copies of text, illustrations, and drawings are required. All submissions shall be in an electronic format that can be converted to a web-based file for display on the University

SECTION 3

3.0 General Terms and Conditions

3.1 Contract Administration

The Office of the Chief Procurement Officer or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

3.2 Contract Documents

The Contract entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFQ, the selected Bidder's response, including all appendices or attachments, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

3.3 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.

3.4 Contract Term

The Contract term shall be for a period of **three (3) years** commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

3.5 Contract Quantities

The quantities shown on the cost response form are approximate only. The contractor shall cover the actual needs of the University throughout the term of the contract regardless of whether they are more or less than the quantities shown.

3.6 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.

3.7 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.

3.8 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.

3.9 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 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

3.16 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

3.17 Payments

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

3.18 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.

3.19 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. Automobile 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 State Law)

The **University of Maine System** shall be named as Additional Insured on the Commercial General Liability insurance and as additional insured and certificate holder.

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.

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

**University of Maine System
Risk Manager
16 Central Street
Bangor, Maine 04401**

3.20 Sexual Harassment

The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice.

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

3.22 Pricing:

All prices quoted shall remain firm for the entire term of the agreement.

3.23 Ownership of Work:

Ownership of any work developed under this contract, and all right title and interest therein shall vest in the University. It is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined, by a court or competent jurisdiction in the State of Maine, not to be a work made for hire under the U.S. copyright laws, this contract shall operate as an irrevocable assignment by the Contractor to the University of the copyright in the work, including all right, title and interest in perpetuity.

3.24 Time is of the Essence:

All work, including the successful conclusion of final acceptance of the deliverables shall be completed as specified in **Rider E**. It is understood and agreed by the bidder that time is of the essence in the delivery of all deliverables of the character and quality required in this document. In the event these specified deliverables are not delivered by the date specified, there will be deducted 1% of the total deliverable amount per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by acts of God, civil or military catastrophes, transportation delays, or other force majeure beyond the Contractor's reasonable control, an extension of time as the University deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the University may extend the time for performance of the contract or delivery of goods herein specified, at its sole discretion, for good cause shown.

SECTION 4

4.0 Response Submission Requirements

This section contains instructions for Bidders to use in preparing their responses. The Bidder's response must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 General Format Instructions

- 4.1.1 Responses are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the response. Manuals and other reference documentation may be bound separately.
- 4.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.3 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.4 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.
- 4.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material

exceeding the response limit will not be considered in rating the response and will not be returned. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

- 4.1.6 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 4.1.7 Bidders are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

4.2 Content Format Instructions

The response shall be submitted under the same cover at the same time, in the six (6) distinct sections noted below:

Section I - Requirements - Organization Qualifications and Experience

1. Appendix A – University of Maine System Response Cover Page and table of contents.
2. Provide responses for each requirement in **Section 5**:
 - a. 5.1 Organizational Qualifications and Experience
 - b. 5.2 Financial Stability
 - c. 5.3 References
 - d. 5.4 Economic Impact within the State of Maine

Section II - Requirements - Cost Response

1. Provide responses for each requirement in **Section 5**:
 - 5.5 Cost Response – Exhibit 1 referenced in Appendix B.

Section III - Requirements – Business Functional

1. Provide responses for each requirement in **Section 6 and 7**:
 - 6.0 Business Functional Requirements (Matrix)
 - 7.0 Business Functional Requirements (Narrative)

Section IV - Requirements – Technical

- Intentionally left blank. No response required for **Section 8**.

Section V - Contract for Services

1. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **Section 9**.

Section VI - Confidential Information

1. Provide the documents as outlined in **Section 10**.

Section VII - Attachments

1. Any remaining attachments required as part of the response.

SECTION 5 - REQUIREMENTS

5.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Bidders shall ensure that all information required herein is submitted with the response. 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 response 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.

5.1 Organizational Qualifications and Experience

- 5.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 5.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 5.1.3 Please provide information about contract cancellations, open litigations or non-renewals your company has experienced over the last three years.
- 5.1.4 Describe your experience offering a solution for the scope of work identified in **Section 2** of this document within higher education. Provide a client list that includes any and all higher education clients. If available, provide examples of similar work at similar Universities.
- 5.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services identified in the **Section 2** scope of work of this document
- 5.1.6 Describe your firm's understanding of the current higher education needs for providing the services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
- 5.1.7 The Bidder shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Resumes shall include education, experience, license, and/or certifications of each individual.

5.2 Financial Stability

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

5.3 References

Provide at least three (3) current professional references who may be contacted for verification of the bidder’s professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). Bidders are required to provide client references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

5.4 Economic Impact within the State of Maine

In addition to all other information requested within this document, each Bidder must dedicate a section of its response to describing the Bidder’s economic impact upon and within the State of Maine.

For the purposes of this document, 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 response, 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.

5.5 Cost Response

5.5.1 General Instructions:

5.5.1.1 The Bidder must submit a cost response that covers the entire period of the contract, including any optional renewal periods.

5.5.1.2 The cost response shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and requirements.

5.5.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the response from consideration, at the discretion of the University.

5.5.1.4 No costs related to the preparation of the response for this document or to the negotiation of the contract with the University may be included in the response. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

5.5.2 Cost Response Form Instructions – Appendix B

5.5.2.1 The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.7**.

SECTION 6 - REQUIREMENTS

6.0 Business Functional Requirements (Matrix Section)

Section 6 is intentionally left blank.

SECTION 7 - REQUIREMENTS

7.0 Business Functional Requirements (Narrative Section)

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Bidders **MUST** indicate if system modification, additional products or vendors, costs or if any other accommodation would be necessary to meet a requirement.

7.1 Professional Services

- 7.1.1 Provide a detailed description of your professional services deliverables required to support the scope of work in this document. Include in your response detail on each of the deliverables outlined in **Section 2 Scope of Work**.
- 7.1.2 Provide at least one finalized Concept Plan developed by your company for a higher education institution similar in size and composition as the one of the University of Maine System campuses. Ideally, plans from varying sized institutions would be preferred. Please provide a reference contact for the institution which the plan was designed.
- 7.1.3 Provide at least one finalized Facility Master Plan developed by your company for a higher education institution similar in size and composition as one of the University of Maine System campuses. Ideally, plans from varying sized institutions would be preferred. Please provide a reference contact for the institution which the plan was designed.
- 7.1.4 Provide examples of the reports outlined in **Section 2 Scope of Work**. Please provide a reference contact for the institution which the plan was designed.

7.2 Implementation Requirements

- 7.2.1 Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
- 7.2.2 Describe your project management approach. What project management tools do you use?
- 7.2.3 Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed hours required for successful implementation.
- 7.2.4 Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement the scope of work including functional and technical resources within the University. Please include in your response a sample project plan.

- 7.2.5 Identify any third party vendors involved in your implementation strategy and describe these relationships. Indicate whether these relationships are required or optional. Be sure to detail associated costs and requirements related to the third party vendor.

7.3 Support Requirements

- 7.3.1 Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned a principle in charge? What expertise would that person have to support our needs?

SECTION 8 - REQUIREMENTS

8.0 Intentionally left blank.

SECTION 9

9.0 Contract for Services Requirements

- 9.1 The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**.

As part of the response each Bidder is required to provide as part of their response submission the following:

- 9.1.1 Provide either a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, “Agreement”.

For a copy of the word version of the Agreement email the contact provided in **Section 1.7**.

OR

Sign the Agreement signifying acceptance of the terms and conditions, Riders, the RFQ and the Bidder’s response, including all appendices or attachments, are incorporated in the final Agreement.

- 9.1.2 Copies of your Certificate of Insurance and Form W9 or W8 should be provided as outlined in **Section 10** of this document to ensure the confidentiality of the information.

- 9.1.3 Provide University of Maine System, Contract for Services, language for **Rider D Implementation Plan and Timeline**.

The Implementation Plan and Timeline must reflect a high-level milestone plan with estimated duration for the implementation.

- 9.1.4 Provide University of Maine System, Contract for Services language for **Rider G Contractor’s Service Level Agreement to Support the University**.

Service Level Agreement (SLA) will include at a minimum a description of the agreement between the Consultant and the University through the documentation of Services, including but not limited to, Service Level Targets and specifies the responsibilities of the Service Provider and the University. The general structure of the agreement should include:

Service Description, Service Hours, Service Availability, Reliability, Customer Support, Service Performance, Functionality, Change Management Procedure, Service Reviews, Glossary of Terms, Amendment Sheet (as applicable).

SECTION 10

10.0 Confidential Information

10.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See **3.19 Contractor’s Liability Insurance**.

10.2 Form W-9 or Form W-8 if you are a foreign person.

SECTION 11

11.0 List of Appendices and Related Documents

This section lists documents which are included.

11.1 Appendix A – University of Maine System Response Cover Page

11.2 Appendix B – Cost Response Form

11.3 Exhibit 1 – Pricing

11.4 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

**Facilities Master Plan Services
RFQ # 49-15**

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

 Authorized Signature

 Date

 Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM
Facilities Master Plan Services
RFQ # 49-15

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your proposal simply leave it blank.

INSTRUCTIONS FOR - Exhibit 1 (Table 1) – Professional Services Rate Schedule

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

Bidder's Organization Name – Provide the Bidder's Organization Name.

Role/Position Title if Individual - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Hourly Rate is the hourly dollar amount that may be invoiced by role/position title.

Exhibit 1 (Table 1) –Bidders will use this attachment, specifically Table 1 to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact the Proposal Contact identified on the cover page of this document.

TABLE 1
Professional Services Rate Schedule

#	Role of Individual/Position Title	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Include additional explanation of costs and list assumptions.	
	List explanations and assumptions here;	
	-	
	-	
	-	
	-	
	-	