



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Proposal (RFP)

On-Call Services for Facilities Management  
RFP #050-16

**Issued Date:** March 16, 2016

**Response Deadline Date/Time:** April 22, 2016, E.O.B.

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
Submitted electronically to **roger.ward@maine.edu**  
Email Subject Line – **On-Call Services - RFP#050-16**

**Response Contact Information:**

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# SECTION 1

## 1.0 General Information

### 1.1 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 "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor." The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

### 1.2 Purpose

The University of Maine System acting on behalf of the University of Maine, University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fort Kent, University of Maine at Machias, University of Maine at Presque Isle, and University of Southern Maine is seeking responses to provide On-Call Services for Facilities Management as listed and defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Trade A – Arborist Services

Trade B – Asphalt Paint Services

Trade C – Custodial Equipment Maintenance & Repair Services

Trade D – Electric Motor Maintenance & Repair Services

Trade E – Emergency Cleaning Services (Fire, Water, Smoke & Mold Damage)

Trade F - Exhaust/Duct Cleaning Services

Trade G – Fence Installation and Maintenance Services

Trade H – Locksmith Services

Trade I – Masonry/Concrete Services

Trade J – Mechanical Services – Gas & Oil Boiler – Commercial

Trade K – Mechanical Services – Gas & Oil Boiler – Residential

Trade L – Mechanical Services – HVAC

Trade M – Radio Repair Services

Trade N – Road and Parking Lot Sweeping Services

Trade O – Roof Repair and Maintenance Services

Trade P – Sewer Maintenance & Cleaning Services

Trade Q – Underground Storage Tank Maintenance Services

Trade R – Window Treatments, Fabrications & Installation Services

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

Though this document is primarily for University of Maine, University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fort Kent, University of Maine at Machias, University of Maine at Presque Isle and University of Southern Maine, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

### 1.3 Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

*Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.*

*Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.*

#### **University of Maine at Augusta (UMA)**

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in

student support, civic engagement, and professional and liberal arts programs. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the University of choice for Mainers of all ages who want to attend college without uprooting their lives.

### **University of Maine at Farmington (UMF)**

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

### **University of Maine at Fort Kent (UMFK)**

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

### **University of Maine at Machias (UMM)**

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The

University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

### **University of Maine (UM)**

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

### **University of Maine at Presque Isle (UMPI)**

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

### **University of Southern Maine (USM)**

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

## 1.4 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. The respondents are required to obtain and provide proof of all required certifications and/or licenses as required to perform the work under each Trade as described in Section 2 as applicable.

## 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 4 (4.1-4.2)	Organization Qualifications, Experience, and Financial Stability	15
Section 4 (4.2)	References	10
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	50
Section 5	Business Trade Service Requirements	10
Section 6	Contract for Services	5
	<b>Total Points</b>	<b>100</b>

### **Section 4 (4.5 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:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (50) = \text{pro-rated score}$$

**Best and Final Offers:** All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

### **Section 6 – Contract for Services**

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.



## 1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents' Optional Pre-Bid Conference for questions and answers. Tour of campuses will not be provided.	<b>See chart below for Trades A, J, K, L, N, O, P, &amp; Q. For Pre-Bid Conference Scheduled Dates</b>  <b>Trades B, C, D, E, F, G, H, I, M, &amp; R no pre-bid conference scheduled.</b>
Section 1, 1.7	Deadline for Written Inquiries/Questions	<b>April 7, 2016 E.O.B.</b>
Section 1, 1.7	Response to Written Inquiries/Questions	<b>April 15, 2016 E.O.B.</b>
Section 1, 1.16	Deadline for Proposal Submission	<b>April 22, 2016 E.O.B.</b>
	Award Announcement <b>(subject to change)</b>	<b>May 6, 2016</b>
	Estimated Agreement Start Date <b>(subject to change)</b>	<b>July 1, 2016</b>

**Respondents must RSVP before March 25, 2016 made using the Response Contact Information provided on the cover sheet of this document if Respondents intend to attend pre-bid conference.**

### Optional Pre-Bid Conference Schedule

Trades/Group A	Campus	Date	Start Time
Trades A, N, P, & Q	University of Maine	3/28/2016	8:00 AM
	University of Maine at Augusta	3/30/2016	11:00 AM
	University of Maine at Farmington	3/30/2016	2:00 PM
	University of Maine at Fort Kent	3/29/2016	1:00 PM
	University of Maine at Machias	3/28/2016	1:00 PM
	University of Maine at Presque Isle	3/29/2016	10:00 AM
	University of Southern Maine, Portland Campus	3/30/2016	8:00 AM
Trades/Group B	Campus	Date	Start Time
Trades J, K, L, & O	University of Maine	3/28/2016	2:00 PM
	University of Maine at Augusta	3/30/2016	8:00 AM
	University of Maine at Farmington	3/30/2016	11:00 AM
	University of Maine at Fort Kent	3/29/2016	10:00 AM
	University of Maine at Machias	3/28/2016	10:00 AM
	University of Maine at Presque Isle	3/29/2016	1:00 PM
	University of Southern Maine, Portland Campus	3/30/2016	3:00 PM
<b>Each Group will have at the most 2 hours per campus, pre-bid conferences will cease two hours from listed start time to allow travel time between campuses.</b>			

#### 1.7 Respondents' Presentations

Presentations may be requested of two or more Respondents 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 Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

## 1.8 Communication with the University

It is the responsibility of the Respondent 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](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all Respondents 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, 1.5 Timeline of Key Events** for deadline requirements.

## 1.9 Award

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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University. **Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the awarded Contractor. All individual projects estimated at \$50,000 or more shall be required to be bid separately from this RFP.** Contracts shall cover the actual needs of the University's individual Campus Department of Facilities Management.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent 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 Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, a Agreement may be awarded to that Respondent without further action.

## 1.10 Award Protest

Respondents 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 Respondent. The protest must contain a statement of the basis for the challenge.

## 1.11 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful

Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

#### **1.12 Costs of Preparation**

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

#### **1.13 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.

#### **1.14 Response Understanding**

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

#### **1.15 Response Validity**

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

#### **1.16 Non-Responsive Submissions**

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

## 1.17 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

## 1.18 Authorization

Any 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.

## 1.19 Multi-Institutional

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

## 1.20 Contractor's Liability Insurance

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

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

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

insurance policy.

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

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

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

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

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

### 1.21 Pricing

Pricing shall be all inclusive and firm for the first year of the contract. Labor shall be based on a per unit/building cost for scheduled testing, inspection, maintenance and cleaning of systems as well as hourly rates for maintenance and emergency service not covered under normal scheduled testing, inspection, maintenance and cleaning of systems. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a firm cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

### 1.22 Cost Response Form 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 Agreement regardless of whether they are more or less than the quantities shown.

### 1.23 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the follow precedence will apply:

1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)

## 5. Purchase Order or Letter of Agreement

The winning Respondent 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**. Respondent's submission requirements for the Contract for Services are provided in **Section 8.0** of this document.

### 1.24 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

### 1.25 Parking Regulations and Use of Walkways

The Contractor's vehicles and those of their employees working on the University must be registered with the University Police Department. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing. Contractors are advised that University police strictly enforce parking regulations. Towing will be at the Contractor's expense.

The Contractor's employees may obtain a free parking permit (state vehicle registration required) upon signing in from the University Facilities Management Department.

### 1.26 Job Site Safety

All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor's employees are in compliance with the stated rules, procedures, and regulations.

It is each Contractor's responsibility to insure that each employee of the Contractor, including those of its subcontractors, is trained in the safe work practices necessary to allow successful completion of their assigned tasks. Additionally, the contract firm shall advise the Department of Facilities Management of any unique hazards presented by its employees' planned activities and of any "unusual" hazards discovered by the Contractor's employees.

### 1.27 Accident/Injury Notification

The Facilities Management supervisor 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 this contract.

#### 1.28 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.

#### 1.29 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.

#### 1.30 Protection and Security of Building 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 this contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property, including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.

#### 1.31 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.

#### 1.32 Access to Buildings

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

#### 1.33 Alternates

Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific



brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.

### 1.34 Identification

Contractors are required to contract each University Department of Facilities Management to determine identification requirements prior to work.

### 1.35 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

## SECTION 2

### 2.0 Scope of Work

The University of Maine System is seeking on-call services for the University of Maine, University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fort Kent, University of Maine at Machias, University of Maine at Presque Isle and University of Southern Maine. Each University requires certain trades identified in Section 2. Respondents should review On-Call Facility Services – Service Trades Requested by University table in Section 2 of this document.

All work under each Trade is limited to individual projects that do not exceed \$50,000. The University will solicit bids for individual projects that are estimated to exceed a total cost of \$50,000.

**All Contractors awarded by Trade will be on an “as needed” basis.**

Respondents should review Section 5 of this document to see the full Business Requirements required.

## On-Call Facility Services - Service Trades Requested by University

X = Requested Primary Provider of Service Trade; B - Requested Provider of Service Trade as a Back-up Provider; NR = Services Not Requested

Trade Letter	Trade/Service	UM	UMA - Augusta	UMA - Bangor	UMF	UMFK	UMM	UMPI	USM
A	Arborist Services	NR	X	X	X	NR	X	NR	X
B	Asphalt Paint Services	B	X	X	NR	NR	X	NR	X
C	Custodial Equipment Maintenance & Repair Services	NR	X	X	X	X	X	NR	X
D	Electric Motor Maintenance & Repair Services	NR	NR	NR	NR	NR	X	NR	NR
E	Emergency Cleaning Services (Fire, Water, Smoke & Mold Damage)	NR	X	X	X	X	B	B	X
F	Exhaust/Duct Cleaning & Balancing Services	NR	X	X	X	X	B	NR	NR
G	Fence Installation and Maintenance Services	X	X	X	NR	NR	B	NR	X
H	Locksmith Services	B	NR	NR	X	NR	X	B	NR
I	Masonry/Concrete Services	X	X	X	X	X	X	X	X
J	Mechanical Services - Gas & Oil Boiler - Commercial	X	X	X	NR	X	X	NR	X
K	Mechanical Services - Gas & Oil Boiler - Residential	X	X	X	NR	X	X	NR	X
L	Mechanical Services - HVAC	X	X	X	NR	X	X	NR	X
M	Radio Repair Services	X	X	X	NR	NR	X	NR	NR
N	Road and Parking Lot Sweeping Services	NR	X	NR	X	NR	X	NR	X
O	Roof Repair and Maintenance Services	NR	X	X	X	X	X	NR	X
P	Sewer Maintenance & Cleaning Services	NR	NR	NR	X	NR	X	NR	NR
Q	Underground Storage Tank Maintenance Services	X	NR	NR	X	NR	NR	NR	NR
R	Window Treatments, Fabrications & Installation Services	NR	X	X	X	X	X	B	X

# SECTION 3

## 3.0 Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of 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 Respondent'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.

### 3.1 General Format Instructions

- 3.1.1 **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent'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 Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.
- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent 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. 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.

- 3.1.4 **BRIEF RESPONSE** - Respondents 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.
- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent 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. Respondents 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.

### 3.2 Proposal Format Instructions

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

#### **Requirements - Organization Qualifications and Experience**

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
  - a. 4.1 Organizational Qualifications and Experience
  - b. 4.2 References
  - c. 4.3 Economic Impact within the State of Maine – Appendix C

#### **Requirements - Cost Response**

1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 4**:
  - 4.4 Cost Response – Exhibit 1 referenced in Appendix B.

#### **Requirements – Business Trade Service Requirements**

1. Label this Section 3 in the response.
2. Provide responses indicating ability to perform requirements listed under each Trade Service applicable for each Respondent in **RFP Section 5**:
  - 5.0 Business Trade Service Requirements

#### **Contract for Services**

1. Label this Section 4 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 6**.

#### **Confidential Information**

1. Label this Section 5 in the response.
2. Provide the documents as outlined in **RFP Section 7**.

#### **Attachments**

1. Label this Section 6 in this response.
2. Any remaining attachments required as part of the response.

# SECTION 4 - REQUIREMENTS

## 4.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Respondents 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. Respondents 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 Organizational Qualifications and Experience – 15 points

4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, and number of years offering/supporting the proposed solution.

4.1.2 When applicable all Federal and/or State of Maine licenses and/or certifications.

4.1.3 When applicable, response time for emergency response indicate lead time, in hours, in order to provide two (2) experienced employees on site.

4.1.4 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.

4.1.5 Provide your Worker's Compensation Experience Modification Rate (EMR) for the past three (3) years.

### 4.2 References – 10 points

Provide at least three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

### 4.3 Economic Impact within the State of Maine – 10 points

In addition to all other information requested within this document, each Respondent must complete Appendix C of its response to describing the Respondent's economic impact upon and within the State of Maine.

### 4.4 Cost Response – 50 points

4.4.1 General Instructions:

- 4.4.1.1 The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
  - 4.4.1.2 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
  - 4.4.1.3 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.
  - 4.4.1.4 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
- 4.4.2 Cost Response Form Instructions – Appendix B
- 4.4.2.1 The Respondent **MUST** fill out **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 1.6**.

# SECTION 5 - REQUIREMENTS

## 5.0 Business Service Trade Requirements – 10 points

### 5.1 Trade A – Arborist Services

- 5.1.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a firm cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.
- 5.1.2 Certification: Contractor shall have at least one employee who holds an ISA (International Society of Arboriculture) Certification and is licensed by the State of Maine as a First Class Arborist. Contractor shall ensure that certifications are maintained throughout the Contract period. All work shall be performed or supervised by a certified arborist.
- 5.1.3 Aerial Lift: Contractor is required to provide an aerial lift with a minimum reach (working height) of 50 feet when necessary and requested by the Facilities Management supervisor. The University may require that work under this contract be performed by a trained climber without the use of an aerial lift.
- 5.1.4 Vehicles and Equipment: Vehicles and equipment used to perform tree services (e.g. aerial lift, wood chipper, support vehicles) will, to the extent possible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or tree root zones, the Contractor shall use ground protection equipment to prevent soil compaction and turf damage.
- 5.1.5 Disinfectant/Tree Wound Paint: When appropriate, the Contractor will use disinfectant on tree cutting equipment to prevent the spread of pathogens. In appropriate arboricultural practices, tree wound paint, specially formulated for this application, shall be used to protect trees from spread of pathogens.
- 5.1.6 Tree Support Systems: When requested, Contractor shall install tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.



- 5.1.7 Waste Removal: All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternate arrangements are made with the Facilities Management Supervisor. The Contractor shall not leave debris in University dumpsters or in any non-Contractor owned dumpster. The Contractor shall not incinerate debris, and/or dump waste by or on streets or roads.
- 5.1.8 Stump grinding shall be performed by the Contractor however the University will be responsible for removal of wood chips debris and filling the hole created by the stump removal.
- 5.1.9 Tree Waste as Firewood: Tree waste appropriate for use as firewood generated by the contract may be deposited at the designated firewood distribution site on campus. Wood sections left at this site must be in lengths no greater than four feet and weigh no more than 75 pounds. Wood infected with pathogens shall be disposed of off-campus in a manner that will not result in the survival of the disease pathogen.
- 5.1.10 Hazardous Waste: Contractor must contact the Facilities Supervisor for proper hazardous waste disposal policies.

## 5.2 Trade B – Asphalt Paint Services

- 5.2.1 The University is seeking to establish a contract for based on per linear foot for road way striping, per 20 parking stalls and hourly rates for small jobs and fixed markup for materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.
- 5.2.2 Services shall include, but not limited to, directional arrows, pedestrian symbols, slow signs, yield signs, handicap symbols, stop bars, crosswalk blocks, pavement line marking, road striping and parking stall lines.

## 5.3 Trade C – Custodial Equipment Maintenance & Repair Services

- 5.3.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

- 5.3.2 Contractor shall provide services that include, but not limited to, diagnostic services to include diagnoses of electronic controls and estimations of whether a repair will extend the useful life of a piece of equipment or if replacement is justified. Services shall also include repair and maintenance services for all custodial equipment used on campus not currently not covered under warranty. Respondents should indicate whether they would provide on-site services in addition to in shop services. Provide a list of equipment serviced on Attachment D.
- 5.3.3 Certification – Warranty work requires certification.
- 5.3.4 Experience – Contractor’s employees providing service must possess experience maintaining a variety of commercial custodial equipment, for example floor machines, auto scrubbers, vacuums, etc., with at least three (3) years required. Familiarity with electronically controlled equipment (ex: auto scrubber) is required.
- 5.3.5 Contractor must be able to complete repairs within three (3) days of equipment drop off/pick up.
- 5.3.6 Repairs that take longer than three (3) days Contractor shall provide loaner equipment if needed by the University.
- 5.3.7 Contractor must state capacity to store machine parts for emergency repairs and preventive maintenance services.
- 5.3.8 Contractor shall provide rates quoted on a ½ hour basis, with the possibility of charging by 15-minute increments desired.

#### 5.4 Trade D – Electric Motor Maintenance & Repair Services

- 5.4.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.
- 5.4.2 Services shall require diagnostic and evaluation of motors for repair or replacement services which may include, but are not limited to, replacing motor bearings, seals and pumps, rewinding motors, supplying motor repair parts, fabricating parts as needed, and other general electrical motor repair services, including Univent components.
- 5.4.3 Services shall include picking up and returning motors to the University. Services may also include performing repairs on site.

5.4.4 Services may, on occasion, require 24-hour emergency turn-around time.

## 5.5 Trade E – Emergency Cleaning Services (Fire, Water, Smoke & Mold Damage)

5.5.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.5.2 Contractor shall provide emergency cleaning services on an “as-needed” basis.

5.5.3 Contractor shall provide 24 hour emergency service. Contractor is required to provide immediate response for water damage services within two (2) hours of notification.

5.5.4 Contractor shall provide the necessary equipment to include, but not limited to, cleaning, removal and restoration of water due to burst pipes, fire and smoke damage/staining, and mold/mildew. Contractor is required to provide a list of equipment available by the Contractor to perform required services.

## 5.6 Trade F – Exhaust/Duct Cleaning Services

5.6.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.6.2 Contractor shall provide services that include, but not limited to, cleaning of all exhaust and/or ducts including kitchen exhaust and/or ducts.

5.6.3 Contractor shall provide services on an “as-needed” basis.

## 5.7 Trade G – Fence Installation and Maintenance Services

5.7.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all

inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.7.2 Contractor shall provide services that include, but not limited to, emergency and routine fence installation, maintenance and removal.

## 5.8 Trade H – Locksmith Services

5.8.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

## 5.9 Trade I – Masonry/Concrete Services

5.9.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.9.2 Contractor shall perform be certified and/or licensed to perform commercial and residential Masonry and Concrete Services. Services shall include residential masonry projects and/or commercial masonry projects that shall include, but not limited to, masonry construction services, masonry restoration services, masonry preservation services, and masonry repair services.

5.9.3 Contractor shall have a minimum of 5 years of professional masonry contracting experience with brick, stone, block and concrete.

## 5.10 Trade J – Mechanical Services – Gas & Oil Boiler – Commercial

5.10.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small

materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.10.2 Contractors shall be able to work on gas, oil and dual fuel boilers that are Commercial grade.

5.10.3 Contractor shall have the ability to perform the services that include, but not limited to, leak test of system(s), test and check controls, check, clean and/or replace thermocouples and pilot orifice, clean and adjust ignition system, lubricate motors and bearing assemblies, visual wiring inspection where possible, test and check clock thermostats, hot water distribution systems, test fire equipment for proper operation, and perform a combustion efficiency test for maximum performance for Commercial Grade Gas & Oil Boiler Systems.

5.10.4 Contractor and employees shall have appropriate State of Maine licenses for work to be performed

## 5.11 Trade K – Mechanical Services – Gas & Oil Boiler – Residential

5.11.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.11.2 Contractors shall be able to work on gas, oil and dual fuel boilers that are Residential grade.

5.11.3 Contractor and employees shall have the appropriate State of Maine licenses for work to be performed.

5.11.4 Contractor shall have the ability to perform the services that include, but not limited to, leak test of system(s), test and check controls, check, clean and/or replace thermocouples and pilot orifice, clean and adjust ignition system, lubricate motors and bearing assemblies, visual wiring inspection where possible, test and check clock thermostats, hot water distribution systems, test fire equipment for proper operation, and perform a combustion efficiency test for maximum performance for Residential Grade Gas & Oil Boiler Systems.

## 5.12 Trade L – Mechanical Services – HVAC/Refrigeration

5.12.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all

inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.12.2 Contractor and employees shall have and are required to provide copies of the appropriate State of Maine license(s) and/or certificates for work to be performed on HVAC and Refrigeration units.

5.12.3 Contractor shall have the ability to perform services to include, but not limited to, skilled work in the installation and maintenance of new and existing air conditioners, chillers, split ac systems, uni-vents, refrigeration units, fans, and related controls, piping, pumps, screens, filters, valves, and circuit setters. The Contractor must have the ability to repair or replace black iron piping and fittings, copper pipping and fittings, pexs, shark bite, or other poly products.

5.12.4 Contractor shall have the ability to perform or replace pneumatic, electro-pneumatic, or DDC controls and actuators. Contractor must have the ability to solder, braze, cut, and thread piping. The Contractor shall have a basic understanding of Building Automation Systems, and how different control functions affect various building systems.

5.12.5 Contractor shall have the ability and all necessary equipment to perform testing and inspections in accordance with the current State of Maine codes, rules and regulations.

5.12.6 Awarded Contractor shall provide a “not to exceed quote” for each project to be reviewed and approved before work begins by each with the University Department of Facilities Management. Exceptions would be emergency calls.

5.12.7 Contractor shall sufficient supervision, staff, equipment and materials to address at least three (3) responses simultaneously for Contracts awarded as an enterprise contract.

## 5.13 Trade M – Radio Repair Services

5.13.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.



5.13.2 Contractor shall provide emergency and routine vehicle and portable radio antenna and component maintenance and repair services.

## 5.14 Trade N – Road and Parking Lot Sweeping Services

5.14.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.14.2 Contractor shall have the ability to dispose of materials gathered from sweeping. The University's Department of Facilities Management will notify the Contractor when requesting services if Contractor will be required to dispose of materials gathered from sweeping or provide a location to dump materials.

5.14.3 Contractor shall provide the necessary equipment to sweep large parking lots and roadways. Contractor shall provide a list of equipment to perform required work.

## 5.15 Trade O – Roof Repair and Maintenance Services

5.15.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a firm cost, materials shall include, but not limited to, materials listed in Appendix B Cost Response Form listed in Roof Repair and Maintenance Services, Trade R response form. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

5.15.2 Contractor shall be required for emergency and routine work to include, but not limited to, Slate, Thermoset, Thermoplastic, and Modified Bitumen Membrane product lines. Contractor must have all required licenses and/or certifications to work on all three (3) products, as well as asphalt roofing products.

5.15.3 Contractors 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.

- 5.15.4 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.
- 5.15.5 The Contractor shall provide a sufficient number of trained and competent roofers on “as needed” basis for jobs such as snow removal, cleaning drains, repairing leaks, and other forms of roof repair and maintenance.
- 5.15.6 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. Exceptions to the two (2) hours availability may be considered and only approved in writing by each campus Director of Department of Facilities Management.
- 5.15.7 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.
- 5.15.8 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.
- 5.15.9 Contractor shall also be the designated contractor for on-call crane services on campus. Crane services are to include, but not limited to, roofing crane services.

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

## 5.16 Trade P – Sewer Maintenance & Cleaning Services

- 5.16.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.
- 5.16.2 The University seeks qualified Contractors to provide services on an as-needed basis that include, but not limited to, sliplining for large and small diameter sanitary sewer and storm water piping, perform preliminary closed circuit television inspections, preliminary assessment of overall condition of a piping system, thoroughly clean sanitary sewer and storm water piping system, open all existing lateral connections covered up during sliplining



and/or cured-in-place pipe rehabilitation services, written proposals for any/all desired piping system rehabilitation services and provide written video inspection report along with a written field report.

- 5.16.3 The Contractor shall ensure all equipment and materials utilized comply with all applicable codes, industry standards, and manufacturers' recommendations regarding the equipment and/or materials. The University will not be responsible for the loss or damage of the Contractor's equipment, materials, supplies and/or tools.

## 5.17 Trade Q – Underground Storage Tank Maintenance Services

- 5.17.1 The University is seeking to establish a contract for labor and materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract. All labor rates shall include, but not limited to, all costs including tools, expendables, small materials packages, and transportation or other trip charges. **Fuel surcharges and/or travel charges will not be allowed.** Materials shall be based on a maximum fixed markup cost. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.
- 5.17.2 Contractor shall provide services that include, but not limited to, scheduled annual inspections and related maintenance on underground petroleum storage tanks and on-call emergency response.

## 5.18 Trade R – Window Treatments, Fabrications & Installation Services

- 5.18.1 Contractor shall provide services that include, but not limited to, on-site measuring, custom fabrication as needed, installation, evaluation, and repair work for a variety of window treatments in offices, classrooms, dormitory rooms, dining commons, common areas, etc. Services include matching existing treatments, providing advice on best product for intended use and regarding useful life of existing treatments. Repairs of existing treatments include those installed by Contractor and those installed by others.
- 5.18.2 Contractor's employees must possess an average of five (5) years of experience fabricating, to include custom measuring, and installing window treatments for commercial or institutional locations.
- 5.18.3 Contractor is required to coordinate with Facilities Management in advance to all work to avoid class and occupant schedules and reduce impact of installation on building occupants.

5.18.4 Examples of products include, but not limited to, pull shades, vertical shear weave shades, room darkening shades, etc. Replacement stock for most standard product should be readily available.

## SECTION 6

### 6.0 Contract for Services Requirements – 5 points

- 6.1 The winning Respondent 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**. By submitting a response to a Request for Proposal, bid, or other offer to do business with the University of Maine System, your entity understands and agrees that the attached University of Maine System, Contract for Services is the required agreement format.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment. To signify acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement, the Respondent will sign the attached document and provide it as part of their response.

Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission (Riders A, A1, B1, B2, D, and F), will be required to provide the response as outlined in Section 8, 8.1.1 directly below.

- 6.1.1 Provide 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 1.6**.

## **SECTION 7**

### **7.0 Confidential Information**

- 7.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18
  
- 7.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

## **SECTION 8**

### **8.0 List of Appendices and Related Documents**

This section lists documents which are included.

- 8.1 Appendix A – University of Maine System Response Cover Page
- 8.2 Appendix B – Cost Response Form
- 8.3 Appendix C – Economic Impact Form
- 8.4 University of Maine System, Contract for Services

## Appendix A – University of Maine System Response Cover Page

### RFP #050-16 On-Call Services for Facilities Management

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 Respondent's response.
- No attempt has been made or will be made by the Respondent 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**

**RFP #050-16  
On-Call Services for Facilities Management**

**Respondent's Organization Name:** \_\_\_\_\_

**PRICE SCHEDULE FOR:** \_\_\_\_\_  
(Print Name of Service Trade; See Section 2.0)

**INSERT TRADE LETTER CODE:** \_\_\_\_\_

1. 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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

**INDICATE TO WHICH UNIVERSITIES COST RESPONSE FORM RESPONDENT IS RESPONDING, where applicable. University of Maine, Orono (UM), University of Maine at Augusta (UMA), University of Maine at Farmington (UMF), University of Maine at Fort Kent (UMFK), University of Maine at Machias (UMM), University of Maine at Presque Isle (UMPI), and University of Southern Maine (USM).**

**ALL UNIVERSITIES:** \_\_\_\_\_ **UM:** \_\_\_\_\_ **UMA:** \_\_\_\_\_

**UMF:** \_\_\_\_\_ **UMFK:** \_\_\_\_\_ **UMM:** \_\_\_\_\_

**UMPI:** \_\_\_\_\_ **USM:** \_\_\_\_\_

**INDICATE IF RESPONDENT IS WILLING TO BE CONSIDERED FOR BACK-UP**

**SERVICES:** \_\_\_\_\_  
(Yes or No)

2. 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 and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

		<b>Regular Hours</b>	<b>Overtime/Weekend/Holiday hours</b>
a.	Superintendent/Supervisor	\$/_____/hr	\$/_____/hr
b.	Site Forman	\$/_____/hr	\$/_____/hr
c.	Laborer (skilled)	\$/_____/hr	\$/_____/hr
d.	Laborer (unskilled)	\$/_____/hr	\$/_____/hr
e.	Safety person/Crew Leader	\$/_____/hr	\$/_____/hr
f.	Crane & Operator Rate	\$/_____/hr	\$/_____/hr
g.	Staging/Scaffolding	\$/_____/hr	\$/_____/hr
h.	Apprentice	\$/_____/hr	\$/_____/hr
i.	Other Labor Rate	\$/_____/hr	\$/_____/hr

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

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

		<b>Regular Hours</b>	<b>Overtime/Weekend/Holiday hours</b>
a.	Aerial Lift	\$/_____/hr	\$/_____/hr
	Specify Size of Lift _____		
b.	Other Equipment With Operator	\$/_____/hr	\$/_____/hr
	Specify Type of Equipment _____		
c.	Other Equipment With Operator	\$/_____/hr	\$/_____/hr
	Specify Type of Equipment _____		
d.	Markup Percentage of Cost Plus for Rented Equipment not listed		_____ %

4. Markup Percentage of Cost Plus for Materials \_\_\_\_\_ %

**Cost Plus:** Respondent are to enter markup on invoice costs for supplies/equipment used in conjunction with this proposal. Awarded Respondent(s) are required to submit any/all invoices upon request.



Respondent's Organization Name: \_\_\_\_\_

PRICE SCHEDULE FOR: Asphalt Paint Services  
(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE: B

1. 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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

**INDICATE TO WHICH UNIVERSITIES COST RESPONSE FORM RESPONDENT IS RESPONDING, where applicable. University of Maine, Orono (UM), University of Maine at Augusta (UMA), University of Maine at Farmington (UMF), University of Maine at Fort Kent (UMFK), University of Maine at Machias (UMM), University of Maine at Presque Isle (UMPI), and University of Southern Maine (USM).**

**ALL UNIVERSITIES:** \_\_\_\_\_ **UM:** \_\_\_\_\_ **UMA:** \_\_\_\_\_

**UMF:** \_\_\_\_\_ **UMFK:** \_\_\_\_\_ **UMM:** \_\_\_\_\_

**UMPI:** \_\_\_\_\_ **USM:** \_\_\_\_\_

2. 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 and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

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

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

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

	<b>Regular Hours</b>	<b>Overtime/Weekend/Holiday hours</b>
a. Aerial Lift	\$_____/hr	\$_____/hr
Specify Size of Lift _____		
b. Other Equipment With Operator	\$_____/hr	\$_____/hr
Specify Type of Equipment _____		
c. Other Equipment With Operator	\$_____/hr	\$_____/hr
Specify Type of Equipment _____		
d. Markup Percentage for Rented Equipment for than listed above _____%		

4. Asphalt Paint Services for Roadway Striping and large parking lot:

a. Per Linear Foot for Roadway Striping	\$_____/per linear foot
b. 20 Parking Stalls	\$_____/20 parking stalls
Each Additional Parking Stall over 20	\$_____/per stall

Respondent's Organization Name: \_\_\_\_\_

PRICE SCHEDULE FOR: Roof Repair and Maintenance Services

(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE: R

1. 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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

**INDICATE TO WHICH UNIVERSITIES COST RESPONSE FORM RESPONDENT IS RESPONDING, where applicable. University of Maine, Orono (UM), University of Maine at Augusta (UMA), University of Maine at Farmington (UMF), University of Maine at Fort Kent (UMFK), University of Maine at Machias (UMM), University of Maine at Presque Isle (UMPI), and University of Southern Maine (USM).**

ALL UNIVERSITIES: \_\_\_\_\_ UM: \_\_\_\_\_ UMA: \_\_\_\_\_

UMF: \_\_\_\_\_ UMFK: \_\_\_\_\_ UMM: \_\_\_\_\_

UMPI: \_\_\_\_\_ USM: \_\_\_\_\_

2. 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 and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

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

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

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

	<b>Regular Hours</b>	<b>Overtime/Weekend/Holiday hours</b>
a. Aerial Lift	\$ _____/hr	\$ _____/hr
Specify Size of Lift _____		
b. Other Equipment With Operator	\$ _____/hr	\$ _____/hr
Specify Type of Equipment _____		
c. Other Equipment With Operator	\$ _____/hr	\$ _____/hr
Specify Type of Equipment _____		
d. Markup Percentage for Rented Equipment for than listed above _____%		

4. **Materials:** Provide a unit cost for the materials listed below. The preferred Manufacturers for Products 1 – 8 below are Firestone or Celotex. See **Section 1.32** if offering alternate products.

<u><b>Product/Pkg Size</b></u>	<u><b>University Cost</b></u>	<u><b>Total Cost</b></u>	<u><b>Brand</b></u>
1. Splice Adhesive, Gallon	\$ _____/Gallon	\$ _____	_____
2. Bonding Adhesive, Gallon	\$ _____/Gallon	\$ _____	_____
3. Splice Primer/Wash, Gallon	\$ _____/Gallon	\$ _____	_____
4. Lap Sealant, 11 oz. Tube	\$ _____/Tube	\$ _____	_____
5. Water Block, 11 oz. tube	\$ _____/Tube	\$ _____	_____
6. Uncured Formflash, Sq. ft.	\$ _____/Sq. ft.	\$ _____	_____
7. Peel & Stick PS4020, Lin. Ft.	\$ _____/Lin. ft.	\$ _____	_____
8. EPDM. 060, Sq. ft.	\$ _____/Sq. ft.	\$ _____	_____
9. Shingles, 50 – year only	\$ _____/Square	\$ _____	_____
10. Glass Felt IV Plysheet	\$ _____/Rolls	\$ _____	_____

- 11. Flashing Cement                                 \$ \_\_\_\_\_/Gallon     \$ \_\_\_\_\_ \_\_\_\_\_
- 12. Coal Tar Pitch                                 \$ \_\_\_\_\_/Lb.         \$ \_\_\_\_\_ \_\_\_\_\_
- 13. Propane   \$ \_\_\_\_\_/Lb.         \$ \_\_\_\_\_ \_\_\_\_\_

**NOTE: Only Fume Recover Kettles are allowed. No exceptions will be permitted.**

5. Contractors Location: Location/City of office from which this account will be serviced, i.e.  
where will personnel be dispatched from? \_\_\_\_\_

6. Warranty Work: What brands/types of roofs are you licensed to perform warranty work on?

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Respondent's Organization Name: \_\_\_\_\_

**PRICE SCHEDULE FOR: Window Treatments, Fabrications & Installation Services**

(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE:   X  

1. 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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

**INDICATE TO WHICH UNIVERSITIES COST RESPONSE FORM RESPONDENT IS RESONDING, where applicable. University of Maine, Orono (UM), University of Maine at Augusta (UMA), University of Maine at Farmington (UMF), University of Maine at Fort Kent (UMFK), University of Maine at Machias (UMM), University of Maine at Presque Isle (UMPI), and University of Southern Maine (USM).**

ALL UNIVERSITIES: \_\_\_\_\_ UM: \_\_\_\_\_ UMA: \_\_\_\_\_

UMF: \_\_\_\_\_ UMFK: \_\_\_\_\_ UMM: \_\_\_\_\_

UMPI: \_\_\_\_\_ USM: \_\_\_\_\_

**INDICATE IF RESPONDENT IS WILLING TO BE CONSIDERED FOR BACK-UP**

**SERVICES:** \_\_\_\_\_  
(Yes or No)

2. Materials: Provide a fixed markup cost for commonly needed vertical and/or horizontal Shear weave total light blackout shades. Markup shall be based on "at cost" plus markup.

a. Markup Percentage for Materials: \_\_\_\_\_%

## Appendix C – Economic Impact Form

### University of Maine System ECONOMIC IMPACT FORM

RFP #047-16

### ON-CALL SERVICES FOR STORM WATER CATCH BASIN CLEANING SERVICES; & EMERGENCY SPILL RESPONSE SERVICES FOR FACILITIES MANAGEMENT

Respondent's Organization Name:

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#### GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify 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 the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

#### Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
<b>Total overall Recent Economic Impact</b>	<b>\$</b>

#### Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments to be made to Maine-based subcontractors in future 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine to be made in future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine to be made in future 24-month period as a result of the awarded contract	\$
<b>Total Projected Economic Impact only from awarded contract, if selected</b>	<b>\$</b>

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
MASTER AGREEMENT**

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

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

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

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

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

**Rider E** – Services Engagement Form

**Contract Amendments** as required

**Request for Proposal #050-16** Issue Date **March 16, 2016** Titled **On-Call Services for Facilities Management**.

**Contractor's Bid in Response to Request for Proposal #050-16** Proposal Submission Date **April 22, 2016** Titled **On-Call Services for Facilities Management**.

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

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

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

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

**Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement



2. **Term:** This Contract shall commence on July 1, 2016 and shall terminate on June 30, 2017, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewals** upon the parties' mutual agreement.
3. **Payment:**
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
  - B. **"Additional Services"** The University will have the option to purchase additional services under this Agreement.  
As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**.
  - C. **"Multi-Institution Capabilities"** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The **Services Engagement (Rider E)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

8. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: Each University's Director of Department of Facilities Management shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing**: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records**: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials**: Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality**: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure**: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of

delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

Strategic Procurement  
University of Maine System  
Robinson Hall  
46 University Drive  
Augusta, ME 04330

Attn: **Contract Administration**

**To Contractor:**

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

**Company Name:**

**Contact Name:**

**Address:**

**Phone Number:**

**Fax Number:**

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. Contractor payments are made on a net 30 basis unless a discount is offered. Questions regarding invoices will be directed to:

Accounts Payable Shared Services  
Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
  - B. **Rider A - Specifications of Work to be Performed**
  - C. **Rider A-1 – Pricing**
  - D. **Rider B-1 – Insurance Requirements**
  - E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
  - F. **Rider E – Services Engagement Form**
  - G. **Contract Amendments** as required
  - H. **Request for Proposal #050-16 Issue Date March 16, 2016 Titled On-Call Services for Facilities Management**
  - I. **Contractor’s Bid in Response to Request for Proposal #050-16 Proposal Submission Date April 22, 2016 Titled On-Call Services for Facilities Management.**

**26. Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

**27. Smoking Policy**

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

**28. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

FOR THE CONTRACTOR:

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

### **INTENT AND PURPOSE**

The University of Maine System is seeking on-call services for the University of Maine, University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fort Kent, University of Maine at Machias, University of Maine at Presque Isle and University of Southern Maine. Each University requires certain trades identified in Section 2. Respondents should review On-Call Facility Services – Service Trades Requested by University table in Section 2 of this document.

All work under each Trade is limited to individual projects that do not exceed \$50,000. The University will solicit bids for individual projects that are estimated to exceed a total cost of \$50,000.

**All Contractors awarded by Trade will be on an “as needed” basis.**

Respondents should review Section 5 of this document to see the full Business Requirements required.

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

**<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>**

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

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

### **PERFORMANCE TERMS AND CONDITIONS**

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator



notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.

2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the [“Web Content Accessibility Guidelines \(WCAG\) 2.0” published by www.w3.org.](http://www.w3.org)

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor’s products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.



Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

6. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
7. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider D – Implementation Plan and Timeline***, of this Agreement.
8. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider F – Contractor’s Service Level Agreement to Support the University***, of this Agreement.
9. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali’s, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney’s fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor’s performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1  
PRICING**

**<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>**

**RIDER B-1  
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

Print Name: \_\_\_\_\_
Address (number, street, and apt. or suite no.): \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

[ ] Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

[ ] Partnership EIN \_\_\_\_ - \_\_\_\_\_

[ ] Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

- 1. Corporation providing legal services? Y N
2. Corporation providing medical services? Y N

[ ] Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

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

[ ] Government Entity EIN \_\_\_\_ - \_\_\_\_\_

[ ] Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

[ ] All other Entities EIN \_\_\_\_ - \_\_\_\_\_

Part 2 Exemption: If exempt from Form 1099 reporting, check here: [ ]
and circle your qualifying exemption reason below

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

Part 3 Certification:

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
and
3. I am a U.S. person (including a U.S. resident alien).

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

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

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

**RIDER E  
SERVICES ENGAGEMENT FORM**

**Services Engagement to Agreement for Services**

This Services Engagement is entered into as of the date written below between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated \_\_\_\_\_ by and between \_\_\_\_\_ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by \_\_\_\_\_ (“Contractor”) and the fees associated with such Services.

**INSTITUTION REPRESENTATIVE & PROJECT MANAGER:**

**CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:**

**SCOPE OF WORK:**

**TERM:**

The term of this Work Order will be from \_\_\_\_\_ to \_\_\_\_\_.

Installation of the \_\_\_\_\_ shall be Substantially Complete on or before \_\_\_\_\_ subject to adjustments mutually agreed to by the parties.

**PRICE:**

**SIGNATURES:**

**Institution**

By: \_\_\_\_\_

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

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

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

**Contractor**

By: \_\_\_\_\_

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

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

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