



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

**ON-CALL SERVICES FOR GENERAL FACILITIES
AND MECHANICAL MAINTENANCE
University of Southern Maine**

RFP # 58-15

ISSUE DATE:
April 15, 2015

Inquiry Period:
See paragraph 1.5 for details

PROPOSALS MUST BE RECEIVED BY:
May 12, 2015

DELIVER PROPOSALS TO:

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

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting through the University of Southern Maine is seeking proposals for the pre-qualification of contractors to provide labor, equipment and materials pricing for on-call emergency response facilities and mechanical maintenance services, which may include construction, for projects not-to-exceed \$50,000.
- 1.2 The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFB shall be referred to as "Bidders." The Bidder(s) to whom the contract(s) is/are awarded shall be referred to as the "Contractor(s)."
- 1.3 Scope of Work: The University is seeking to pre-qualify contractors in the following five (5) areas:
 - A. Electrical
 - B. Plumbing
 - C. HVAC/Refrigeration
 - D. Roofing Services
 - E. Boiler Servicing

It is the University's intent to establish open contracts with pre-qualified contractors who have the specified experience, qualifications, staff, training and equipment necessary to perform the work. A single contractor may receive awards for one or more of the areas listed above however only one contract will be awarded for each of the areas listed above. Award is not a guarantee of work and not all work in the service class is guaranteed to be given to the awarded vendor. Contracts shall cover the actual needs of the University as determined by the Facilities Management department.

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

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

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

- 1.4 Evaluation Criteria: Award(s) will be made to the low bidder(s) provided that criteria for experience and qualifications are met.
- 1.5 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the

lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

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

- 1.6 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

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

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

The deadline for inquiries is April 29, 2015.

The University will respond to written inquiries not later than close of business, May 6, 2015.

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

Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

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

From _____
Name Due Date Time Proposal No. Trade Letter

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

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

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

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

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

- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal due date. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #58-15

- 1.16 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

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

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University of Southern Maine's Facilities Department or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. The University's authorized representatives to monitor the work performed under this Contract shall be Facilities Management supervisors in each specific area.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the bidder, the specifications including all modifications thereof, and a purchase order, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Term:** The initial term of the contract(s) shall be for one (1) year, commencing upon award of the Contract. With mutual written agreement of the parties, the contracts may be extended for four (4) additional one (1) year periods.
- 2.4 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing during the initial term) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this contract with written notice.

Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- 2.6 **Contract Value:** Award is not a guarantee of work (paragraph 1.3). The value specified in paragraph 1.1 (\$50,000) is the maximum amount per project. The contract shall cover the actual needs of the University throughout the term of the contract which may result in a total cost per year in excess of \$50,000 for multiple projects.
- 2.7 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.8 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms, conditions or rights.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the

terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this contract.
- 2.12 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this contract without advance notice. Further information regarding this policy is available from:

University of Southern Maine
Stephen Nelson, Director
Office of Community Standards
125 Upton Hall
(207) 780-5242

- 2.15 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 12 04 or equivalent and shall include the following three endorsements or their equivalent:
 - 1. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (CG 20 10 07 04) with the University of Maine System, 16 Central Street,

Bangor ME 04401 listed as additional insured;

2. Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG 20 37 07 04) with the University of Maine System, 16 Central Street, Bangor ME 04401 listed as additional insured; and,
3. Designated Construction Project General Aggregate Limit (CG 25 03 03 97) as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation. General Liability insurance required minimum limits:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. General Aggregate	\$2,000,000
2. Products & Completed Operations Aggregate	\$2,000,000
3. Personal Injury Aggregate	\$1,000,000
4. Each Occurrence for Contracts Under \$1 million	\$1,000,000
5. Personal/Advertising Injury	\$1,000,000
6. Medical Payments (Any One Person)	\$5,000

Workers' Compensation: Contractor, including Independent Contractors, shall provide Workers' Compensation insurance with coverage on a statutory basis according to Maine Law and apply to all personnel on the job site. Workers' Compensation insurance required minimum limits: Coverage A (Workers' Compensation) Statutory Limits

Vehicle Liability Insurance: Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned* vehicles. Vehicle Liability insurance required minimum limit:

1. Combined Single Limit	\$1,000,000 each accident
or	
2. Split Limits	\$1,000,000 bodily injury \$1,000,000 property damage

*Hired/rented and Non-Owned Vehicle Liability insurance covers vehicles used by the Contractor that are not owned by the individual or firm. This type of coverage by itself is acceptable if the Contractor does not own any vehicles.

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

Certificates of Insurance for the above insurance coverage's shall be submitted prior to the date of performance under this Contract to:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Said certificates, in addition to proof of coverage, shall contain the standard ACORD statement pertaining to written notification in the event of cancellation, with a thirty (30) day

notification period.

The insurance certificate shall state the University of Maine System as Certificate Holder as follows:

University of Maine System
16 Central Street
Bangor ME 04401

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverage's and limits required and such insurance has been approved by the University; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor has been so obtained and approved by the Contractor.

- 2.16 Smoking Policy: The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles.

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

- 2.17 Payments: Payment will be upon final acceptance of goods and services and submittal of an invoice by the Contractor on a Net 30 basis unless discount terms are offered. Invoices **must** include a purchase order number. The University is using several preferred methods of payment: PCard (VISA), Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.18 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.19 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on 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. A copy of regulations can be obtained by calling the University Police Department, 207-780-5211.

The Contractor's employees may obtain a free parking permit (state vehicle registration

required) upon signing in from the University Facilities Management Department at either Portland or Gorham locations.

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

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

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

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

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

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

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

where applicable.

2.20.3. Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.

- 2.21 Asbestos Removal: The University shall be responsible to track and coordinate the identification, removal and disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the Facilities Management supervisor. The Facilities Management supervisor will then contact the Environmental Safety and Health Department that facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and /or abatement schedules to the Facilities Management supervisor who will then direct the Contractor.
- 2.22 Lockout and Tagout of Electrical Equipment: The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.
- 2.23 Confined Space Policy: Under the University's confined space policy, where areas are defined as permit-required confined spaces, the Contractor shall only enter these permit-required spaces under the auspices of a written confined space permitting program that meets the requirements of OSHA's Standard for Permit Required Confined Spaces (29 CFR 1910.146). The Contractor, prior to entry into a permit-required confined space, must receive the following information from the University:
- 2.23.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space;
 - 2.23.2 Precautions or procedures the University has implemented for the protection of University employees in or near permit-required confined spaces where Contractor personnel will be working.

The University shall authorize entry per scope and location of each phase of the work. The Contractor shall coordinate confined space entry operations with the University and Contractor personnel who will be working in or near permit-required confined spaces during Contractor's work. The purpose of this coordination is to ensure employees of one Contractor do not endanger the employees of any other Contractor or employees of the University.

Contractor shall inform the Facilities Management supervisor of the Permit-Confined Space Program that the Contractor shall follow and of any hazards confronted or created in permit-required spaces, either through a debriefing or during the entry operation.

Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.

- 2.24 Fire Protection: The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from

the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hotwork permits and firewatch, the Contractor shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Southern Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

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

- 2.25 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.
- 2.26 Emergency Notification: The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
- 2.27 Solid Waste Removal: The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
- 2.28 Protection and Security of Buildings and Property: The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under 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.

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.

Contractors are required to sign in/out at the Facilities Management Office anytime they come to campus to conduct work during business hours. Contractors should sign/out with Campus Police during non-business hours.

- 2.29 Environmental Protection: The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may result in termination of this contract.

- 2.30 Liens: The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.
- 2.31 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.
- 2.32 Pricing: Quoted prices shall be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Pricing shall be firm for the first year of the contract. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date. Fuel surcharges will not be allowed.

SECTION THREE

3.0 PERFORMANCE SPECIFICATIONS:

3.1 Minimum Requirements for Prequalification:

- 3.1.1 Experience: To be qualified for a specific trade, the Contractor shall have been in business for a minimum of the last three (3) consecutive years.
- 3.1.2 Response Time: Contractors shall have qualified personnel on site within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled work. When required, response time for emergency automotive glass replacement shall be within two (2) business days.
- 3.1.3 Electrical: The following licenses shall be required:
Electrical Company – State of Maine Master Electrician License.
On-Site Work Supervisor – State of Maine Master Electrician License and a minimum of three (3) years experience.

Up to 600 volts: Contractor shall have the skills and ability to work on electrical components, and equipment up to 600 volts. Work includes, but is not limited to: Step down transformers, Service entrance panels, sub panels, fuses, breakers/control circuits, and related wiring, lighting, ballast, outlets/receptacles. Working with conduit, pvc, and related piping. Digital controls, electric/pneumatic controls, and actuators. Generators, and related switch gear. Vendor shall have the ability to trouble shoot, repair, and or replace electric motors, and speed drives.

Over 600 volts: Contractor shall have the skills and ability to work on electrical components and equipment over 600 volts. Work includes, but is not limited to: Transformers, Electrical vaults, and related switch gear. Both overhead, and underground distribution lines. Generators and related switch gear.

The University reserves the right to award the “over 600 volt” and “under 600 volt” services to a single vendor or to multiple vendors. Each service should be price on a separate pricing schedule.

- 3.1.4 Plumbing: The following licenses shall be required:
Plumbing Company – State of Maine Master Plumber’s License.
On-Site Work Supervisor - State of Maine Master Plumber License and a minimum of three (3) years experience.

Contractors shall have the skills and ability to work on sewer drain lines, lead cast, PVC, CPVC, ABS, DWV, black iron, threading machines, and fittings, CPVC or welded piping and machines. The ability to work on laboratory fixtures, sinks, drain and piping, acid waste drain piping, and acid waste discharge systems. The ability to work on sewer effluent, and ejection pumps, and systems. Supply piping lines, valves, copper, black iron, brass plastics, PVC, CPVC, PEXS, and poly shark bite. Plumbing fixtures, residential, commercial, and commercial grade kitchen equipment fixtures. Toilets, flush-ometers, urinals, faucets, spigots, appliance connections. Commercial and residential grade, shower valves, heads, drains and related piping. Circuit setters, circulation, and sump pumps, screens, filters, hot water tanks, relief

valves, expansion tanks, and systems. The ability to work on feed water piping and systems for boilers, heat exchangers, and storage tanks. Life safety equipment, shower trees, eye wash stations, anti-scald devices. Vendor shall have the ability to braze, and solder. Vendor shall have the ability to utilize drain openers, augers, snakes and the necessary tools to complete plumbing related tasks.

- 3.1.5 HVAC/Refrigeration: The following licenses shall be required:
Contractor and employees shall have appropriate State of Maine licenses for work to be performed on refrigeration units.
HVAC/Refrigeration Company - State of Maine Master License for work to be performed on natural gas, propane and oil burners, and Boiler Plant.
On-Site Work Supervisor - State of Maine Master license and minimum of three (3) years experience in natural gas, propane and oil burners, and boiler plant.

Contractor shall have the ability to perform skilled work in the installation and maintenance of new and existing air conditioners, chillers, split ac systems, uni-vents, refrigeration units, oil burners, boilers, furnaces, fans, and related controls, piping, pumps, screens, filters, valves, and circuit setters. The ability to repair or replace black iron piping and fittings, copper piping and fittings pexs, shark bite, or other poly products.

The contractor shall have the ability to repair or replace pneumatic, electric-pneumatic, or DDC controls and actuators. Must have the ability 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.

- 3.1.6 Roofing Services: Roof Repair Services: Services shall be required for emergency and routine maintenance work on Thermoset, Thermoplastic, and Modified Bitumen Membrane product lines. Vendor must be authorized to work on all three products, as well as asphalt roofing products.

3.2 Employees:

- 3.2.1 All persons employed under this contract shall be employees of the Contractor and must be currently licensed or certified in their respective field, as applicable. The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. No person shall be allowed on the property who is not directly involved in the performance of the work. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.2.2 Security: The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require that the Contractor conduct criminal history checks on employees or subcontractors.

- 3.2.3 Employee Identification: When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 3.3 Equipment and Supplies: All tools, equipment and fuel required to provide services within the scope of work shall be furnished by the Contractor. The Contractor shall have backup equipment available at all times to complete the work. When applicable, equipment must be licensed, registered and insured and must comply with standard safety requirements (strobe lights, back-up alarms, fire extinguishers, etc.) University equipment or tools shall not be available for use by the Contractor.
- 3.4 Materials: Materials required to be furnished by the Contractor shall be new and shall be covered by manufacturer's warranty.
- 3.5 Communications: The Contractor shall provide the names and phone numbers of persons who will be available for contact 24 hours per day to coordinate routine or emergency services.
- 3.6 Project Quotes: All individual projects estimated at \$10,000 or more shall require a written, detailed, not-to-exceed time and materials quote prior to the commencement of the work. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed and cost of materials required for the work. The invoice shall include the number of hours and price per hour of labor hours billed and a breakdown of materials and/or equipment being charged.

SECTION FOUR

4.0 SUBMISSION REQUIREMENTS:

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

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

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

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

- 4.5 References: Submit three (3) references with the proposal. References should contain the names and contact information of companies having received similar services within the past two (2) years.
- 4.6 Required Proposal Submittal Documents: In addition to the information requested in this section, the following documents shall be submitted with proposal responses:
 - 4.6.1 List of backup equipment, when required.
 - 4.6.2 Certificate of Insurance. (See section 2.15)
 - 4.6.3 Proof of certification or licensing, when required by Trade Class.

- 4.6.4 Proof of commitment to 2-Hour Response Time
- 4.6.5 Proof of work experience required by Trade Class
- 4.6.4 Completed IRS W-9 Form.
- 4.6.5 Current copy of the Bidder's Safety Manual. (See section 2.20)
- 4.6.6 Completed Signature page.

Please include a separate price schedule for each trade service you are bidding on. That is, if you are bidding plumbing and electrical, you must include two price schedules with each clearly identified.

PRICE SCHEDULE FOR _____ Insert Trade Letter Code _____

Print Name of Service Trade (See Section 1.3)

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

	Regular Hours	Overtime/Weekend/Holiday hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Master License	\$ _____/hr	\$ _____/hr
c. Site Forman	\$ _____/hr	\$ _____/hr
d. Journeyman license	\$ _____/hr	\$ _____/hr
e. Laborer (skilled)	\$ _____/hr	\$ _____/hr
f. Laborer (unskilled)	\$ _____/hr	\$ _____/hr
g. Safety person/Crew Leader	\$ _____/hr	\$ _____/hr
h. Non-Auto Glass Services (not including materials)	\$ _____/hr	\$ _____/hr
i. Other Labor Rate	\$ _____/hr	\$ _____/hr

Specify Type of Labor _____

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)