



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Bid (RFB)

Asphalt Paving Services  
RFB #065-16

**Response Deadline Date/Time:** May 20, 2016, 2:00 P.M. E.S.T.

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
5761 Keyo Building  
Orono, ME 04469-5761  
Attn: Ryan Ward, Sourcing Manager

**Response Contact Information:**

Strategic Sourcing Manager: Ryan Ward  
Email: [roger.ward@maine.edu](mailto:roger.ward@maine.edu) Phone: (207) 581-2712

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# SECTION 1

## 1.0 General Information

### 1.1 Purpose

The University of Maine (Orono), University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fork Kent, University of Maine at Machias, University of Maine at Presque Isle, and University of Southern Maine, are seeking responses to provide **Asphalt Paving Services** as 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).

The University of Maine System is seeking proposals for qualified contractor(s) to provide Asphalt Paving Services. Services will include providing adequate materials, labor, and equipment to perform asphalt paving services in various locations at the multiple Universities as directed by each University's Department of Facilities Management.

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 (Orono), University of Maine at Augusta, University of Maine at Farmington, 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.

### 1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

### 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**

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

**1.5 Evaluation Criteria**

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in **Section 2** Scope of Work and **Sections 4 – 8** of this document.

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

**1.6 Timeline of Key Events**

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents’ Optional Pre-Bid Conference	<p><b>May 5, 2016</b>  <b>UMF – 9am – 11am</b>  <b>May 6, 2016</b>  <b>UM &amp; UMM - 8am – 10am</b>  <b>UMPI &amp; UMFK – 1pm – 3pm</b></p>
Reference Section	Event Name	Event Due Date and Time

Section 1, 1.6	Deadline for Written Communication	<b>May 11, 2016 5:00 PM EST</b>
Section 1, 1.6	Response to Written Communication	<b>May 13, 2016 5:00 PM EST</b>
Section 1, 1.15	Deadline for Response Submission	<b>May 20, 2016 2:00 PM EST</b>
	Award Announcement ( <b>subject to change</b> )	<b>June 3, 2016 EOB</b>
	Estimated Contract Start Date ( <b>subject to change</b> )	<b>July 1, 2016</b>

**Vendors are to RSVP using Response Contact Information located on the cover page of this document before 4:00 PM EST May 4, 2016**

Due to no projected work projects for the summer/fall of 2016 for Asphalt Paving Services for the University of Southern Maine and University of Maine at Augusta there will be no Optional Pre-Bid Conference for University of Southern Maine or University of Maine at Augusta.

**1.7 Communication with the University**

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

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

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

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

**1.8 Award**

**While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.**

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one

bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

**Award of Contract is not a guarantee of work and not all work is guaranteed to be given to the awarded Contractor(s). All individual projects estimated at \$50,000 or more shall be required to be bid separately from this RFP.**

## 1.9 Award Protest

Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

## 1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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

## 1.11 Costs of Preparation

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

## 1.12 Debarment

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

## 1.13 Response Understanding

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

### 1.14 Response Validity

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

### 1.15 Non-Responsive Responses

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

### 1.16 Response Submission

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

The response must be provided in a sealed envelope by the **Response Deadline Date/Time** provided on the cover sheet of this document. Response provided will be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

**Name of Bidder**  
**Address of Bidder**  
**May 20, 2016 2:00 PM EST**  
**RFB #065-16**

### 1.17 Authorization

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

### 1.18 Multi-Institutional

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

# SECTION 2

## 2.0 Scope of Work

Contractor shall provide all labor, tools, equipment, machinery, supervision, transportation, permits, and every other item and service necessary to perform the work covered under this Contract Documents. Contractor shall fully comply with each and every term, condition and provision of the Contract Documents. Contractor shall follow all Federal, State, Local and University's laws, rules and regulations.

Contractor shall be qualified to provide hot mixed asphalt (HMA) paving services at various locations throughout each University. Contractor shall be qualified to perform work including, but not limited to, pavement milling, reclaiming, full depth paving, pavement surface shim and overlays with tack coat, hand paving, crack repair and sealing, and bituminous curbing.

The Work consists of, but not limited to, placing pavement on campus roads, parking lots and sidewalks. Individual locations to be paved will be determined based on available funds and approval by each campus's Department of Facilities Management

All work shall be scheduled and completed within seven (7) calendar days of University Department of Facilities Management notification. No schedule changes shall occur without prior University Department of Facilities Management approval.

## Products

Materials: Materials for hot bitumen pavement shall conform to the requirements of MDOT Standard Specifications, "Hot Bituminous Pavement", with the exceptions of Paragraph 108.41. Type of pavement course shall be as follows:

Road Binder Course	19.0 mm mix
Road Surface Course	12.5 mm mix
	9.5 mm mix
Overlay Course	12.5 mm mix
	9.5 mm mix
Shim Course	9.5 mm mix
Sidewalk Course	12.5 mm mix
	9.5 mm mix
Curbs	9.5 mm mix

Type and content of bitumen shall be established in the accepted job-mix formulas.

Submittals: The Contractor shall submit for approval a job-mix formula for each mixture to be supplied in accordance with MDOT Standard Specifications, Section 401, "Hot Mix Asphalt Pavement", modified to be in conformance with locally accepted MDOT practices.

## Execution

Paving: Construction requirements for mixing, placing and compacting hot bituminous concrete pavement shall be as specified in MDOT Standard Specifications, November 2014 Edition, modified March 30, 2016, Section 400, "Pavements", Subsection 401 to 419, inclusive. All construction methods, equipment and materials are subject to the approval of the Engineer.

Pavement will be installed at various locations on individual University campus', per the pricing provided in the selected bids. The Department of Facilities Management will establish specific needs per project including scope, type, and depths of pavement.

For payment purposes, pavement shall be classified as:

1. Machine Placed; 19mm, 12.5mm, and 9.5 mm hot mix pavement, for roadways as new or replacement pavement or overlay. New or replacement pavement shall be placed in lifts to an average thickness of 1" to 1 1/2" for 9.5 mm, and 1 1/2" to 2" for 12.5 mm and 19 mm. Overlay shall be placed to an average thickness of 1 to 1 3/4" for 9.5 mm and 1 1/2" to 1 3/4" for 12.5 mm except where more or less thickness is required to maintain an even cross section. Maximum overlay thickness shall be 2".
2. Hand Placed; 12.5 mm and 9.5 mm hot mix pavement, for sidewalks as new or replacement pavement or overlay. New or replacement pavement shall be placed in lifts to an average thickness of 1" to 1 1/2" for 9.5 mm, and 1 1/2" to 2" for 12.5 mm. For a sidewalk pavement without binder, 2" of 9.5 mm shall be used. Overlay shall be placed to an average thickness of 1 to 1 1/4" for 9.5 mm and 1 1/2" to 1 3/4" for 12.5 mm except where more or less thickness is required to maintain an even cross section. Maximum overlay thickness shall be 2".
3. Shim; 9.5 mm hot mix pavement, to be applied to correct inconsistent or variable grades prior to overlay placement.
4. Bituminous curb; machine placed, installed to provide a neat, smooth appearance. Associated tasks to support pavement may include installation of aggregate, reclaim, loam and seed, and crack repair and sealing.

Contractor shall perform all work using Contractor's own employees. Contractor shall not sub-contract work under this Contract to independent workers or to a sub-contractor or sub-contractors.

## SECTION 3

### 3.0 General Terms and Conditions

#### 3.1 Contract Administration

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

#### 3.2 Contract Documents

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

#### 3.3 Contract Modification and Amendment

The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

#### 3.4 Contract Term

The Contract term shall be for a period of **one (1) year** commencing upon the completion of implementation and acceptance by the University. **With mutual written agreement of the parties this Contract may be extended for four (4) additional one (1) year periods.** The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

#### 3.5 Contract Quantities

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

#### 3.6 Contract Data

The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.

#### 3.7 Contract Validity

In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

### 3.8 Non-Waiver of Defaults

Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

### 3.9 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

### 3.10 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

Contractor shall perform all work using Contractor's own employees. **Contractor shall not sub-contract work under the Contract to independent workers or to a sub-contractor or sub-contractors.**

### 3.11 Clarification of Responsibilities

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

### 3.12 Litigation

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

### 3.13 Assignment

Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

### 3.14 Equal Opportunity

In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

### 3.15 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

### 3.16 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)	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$2,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

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.

### **3.17 Sexual Harassment**

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

### **3.18 Smoking Policy**

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

The Universities are tobacco-free campuses. 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, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased 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.

### **3.19 All-Inclusive Pricing**

The firm, fixed unit prices are to be all-inclusive and shall include labor, mileage, insurance, mobilization, demobilization, traffic control, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying,

overhead and profit and all other expenses necessary to complete the work according to "normal" industry standards. Overhead shall include all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. There shall be no charges for overtime or holiday premium pay without written approval from the Contract Manager. The University will not pay any additional expenses.

# SECTION 4

## 4.0 Response Submission Requirements

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

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

### 4.1 General Format Instructions

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

- 4.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.
- 4.1.6 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 4.1.7 Bidders are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

## 4.2 Content Format Instructions

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

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

1. Appendix A – University of Maine System Response Cover Page and table of contents.
2. Provide responses for each requirement in **Section 5**:
  - a. 5.1 Organizational Qualifications and Experience
  - b. 5.2 References

### **Section II - Requirements - Cost Response**

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

### **Section III - Contract for Services**

1. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **Section 6**.

### **Section IV - Confidential Information**

1. Provide the documents as outlined in **Section 7**.

### **Section V - Attachments**

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

# SECTION 5 - REQUIREMENTS

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

Bidders shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

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

### 5.1 Organizational Qualifications and Experience

5.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?

5.1.2 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years.

5.1.3 Provide a detailed list of available equipment.

### 5.2 References

Provide at least three (3) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). 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.

### 5.3 Cost Response

5.3.1 General Instructions:

5.3.1.1 The Bidder must submit a cost response that covers the entire period of the contract.

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

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

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

5.3.2 Cost Response Form Instructions – Appendix B

**5.3.2.1** The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6**.

## SECTION 6

### 6.0 Contract for Services Requirements

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

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

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

For a copy of the word version of the Agreement email the contact provided in **Section 1.6**.

**OR**

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

- 6.1.2 Copies of your Certificate of Insurance and Form W9 or W8 should be provided as outlined in **Section 7** of this document to ensure the confidentiality of the information.

## **SECTION 7**

### **7.0 Confidential Information**

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

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

## **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 Exhibit 1 – Pricing

8.4 University of Maine System, Contract for Services

# Appendix A – University of Maine System Response Cover Page

## RFB #065-16 Asphalt Paving Services

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)

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.

## Appendix B - Cost Response Form

**University of Maine System  
COST RESPONSE FORM**

**RFB #065-16  
Asphalt Paving Services**

Bidder's Organization Name:

---

### **GENERAL INSTRUCTIONS:**

Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of the contract.

The estimated quantities shown on the Bid Form Exhibit 1 are approximate only and used for bid comparison only, final quantities of work done will vary for each University. No claim shall be made by the Contractor for loss of anticipated profits by reason of variation between the approximate quantities and the final quantities of work done.

Method of measurement for plant mix pavement shall follow the provisions of Section 401.21 of the MDOT Specifications. Batch weights will not permitted. Truck weigh slips shall be provided to the University for each load delivered.

Basis of payment for plant mix pavement shall follow the provisions of Section 401.22 of the MDOT Specifications.

Hot bituminous curb shall be measured to the nearest linear foot and paid for at the unit price bid.

***\*\*Bidders' are encouraged to provide additional price incentives for providing an enterprise solution or award of multiple institutions.***

Identify if willing to be considered to provide back-up services if awarded contractor(s) is unable to perform work within required timeframe.

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

## Exhibit 1

### All-inclusive Pricing

The firm, fixed unit prices are to be all-inclusive and shall include labor, mileage, insurance, mobilization, demobilization, traffic control, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the work according to “normal” industry standards. Overhead shall include all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. There shall be no charges for overtime or holiday premium pay without written approval from the Contract Manager. The University will not pay any additional expenses.

### TIER 1

<i>A project requiring 0 - 500 tons of HMA</i>					
	<i>Item</i>	<i>Quantity</i>	<i>Price Per</i>	<i>Unit</i>	<i>Total</i>
1	Machine Place Binder 19 mm HMA	370		Ton	
2	Machine Placed Pavement 12.5 mm HMA	370		Ton	
3	Machine Placed Pavement 9.5 mm HMA	215		Ton	
4	Hand Placed Pavement 12.5 mm HMA	75		Ton	
5	Hand Placed Pavement 9.5 mm HMA	75		Ton	
6	Shim Pavement - 9.5 mm HMA	215		Ton	
7	Tack Coat	125		Gallon	
8	Pavement Grinding, Grade & leave in place	3250		Square Yard	
9	Pavement Grinding & Disposal	3250		Square Yard	
10	Bituminous Curb	175		Linear Foot	
11	Aggregate Base Course - Screened	550		Cubic Yard	
12	Aggregate Base Course - Crushed	550		Cubic Yard	
13	Aggregate Sub-base Course - Gravel	550		Cubic Yard	
14	Aggregate Sub-base Course - Granular	550		Cubic Yard	
15	Aggregate Sub-base Course - Sand	550		Cubic Yard	
16	Full Depth Reclaim with Fine Grade	3250		Square Yard	
17	Hydro-seeding	70		Square Yard	
18	Loam	15		Cubic Yard	
19	Crack Repair & Sealing	175		Linear Foot	
				<b>Total Cost</b>	

**Exhibit 1 Continued**

**TIER 2**

<i>A project requiring over 500 tons of HMA</i>					
	<i>Item</i>	<i>Quantity</i>	<i>Price Per</i>	<i>Unit</i>	<i>Total</i>
1	Machine Place Binder 19 mm HMA	725		Ton	
2	Machine Placed Pavement 12.5 mm HMA	725		Ton	
3	Machine Placed Pavement 9.5 mm HMA	525		Ton	
4	Hand Placed Pavement 12.5 mm HMA	100		Ton	
5	Hand Placed Pavement 9.5 mm HMA	100		Ton	
6	Shim Pavement - 9.5 mm HMA	500		Ton	
7	Tack Coat	200		Gallon	
8	Pavement Grinding, Grade & leave in place	5,000		Square Yard	
9	Pavement Grinding & Disposal	5,000		Square Yard	
10	Bituminous Curb	250		Linear Foot	
11	Aggregate Base Course - Screened	925		Cubic Yard	
12	Aggregate Base Course - Crushed	925		Cubic Yard	
13	Aggregate Sub-base Course - Gravel	925		Cubic Yard	
14	Aggregate Sub-base Course - Granular	925		Cubic Yard	
15	Aggregate Sub-base Course - Sand	925		Cubic Yard	
16	Full Depth Reclaim with Fine Grade	5,000		Square Yard	
17	Hydro-seeding	110		Square Yard	
18	Loam	20		Cubic Yard	
19	Crack Repair & Sealing	250		Linear Foot	
				<b>Total Cost</b>	

INDICATE BY PLACING AN "X" 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). **Provide multiple copies if pricing varies by campus location(s).**

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

**UMFK:** \_\_\_\_\_ **UMM:** \_\_\_\_\_ **UMPI:** \_\_\_\_\_ **USM:** \_\_\_\_\_

**INDICATE IF RESPONDENT IS WILLING TO BE CONSIDERED FOR BACK-UP SERVICES:** \_\_\_\_\_  
(Yes or No)

**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

**Contract Amendments** as required

**Request for Bid #065-16** Issue Date **April 29, 2016** Titled **Asphalt Paving Services**

**Contractor's Bid in Response to Request for Bid #065-16** Proposal Submission Date **May 20, 2016 2:00 P.M. E.S.T.** Titled **Asphalt Paving Services**

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

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

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

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

**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 Scope of Work documents. 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 Scope of Work 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 \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewals** upon the parities' mutual agreement.

**3. Payment:**

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable within 30 days. 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.
  - 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 Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
  5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
  6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
  7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
  8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
  9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
  10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
  11. **Administration:** Stewart Harvey shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.

12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.

18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
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. University standard payment terms are made on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. 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. **Contract Amendments** as required
  - G. **Request for Bid #065-16** Issue Date **April 29, 2016** Titled **Asphalt Paving Services**
  - H. **Contractor's Bid in Response to Request for Bid #065-16** Proposal Submission Date **May 20, 2016 2:00 P.M. E.S.T.** Titled **Asphalt Paving Services**

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 if it is not approved, valid or effective until such written approval is granted."**

**Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

**Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.**

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

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

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

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

Title: \_\_\_\_\_  
Chief Financial/Business 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 proposals for qualified contractor(s) to provide Asphalt Paving Services. Services will include providing adequate materials, labor, and equipment to perform asphalt paving services in various locations at the multiple Universities as directed by each University's Department of Facilities Management.

### **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.

**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)	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$2,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

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.

