



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

RFB #064-17

University of Maine Auxiliary Services Bi-
Annual Kitchen Exhaust Cleaning & Repair
Services

Response Deadline Date/Time: February 2, 2017, 2:00 PM
EST

Response Submission Information:

Email: roger.ward@maine.edu

Subject: **RFB #064-17 Bid Submission**

Attn: Ryan Ward, Sourcing Manager

Response Contact Information:

Strategic Sourcing Manager: **Ryan Ward**

Email: 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 Department of Auxiliary Services** is seeking proposals to provide **Bi-Annual Kitchen Exhaust Cleaning & Repair Services** as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

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

Though this document is primarily for **University of 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 Background 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

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.

1.4 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. Awarded Contractor must provide the University a copy of all Federal and / or State of Maine licenses and / or certification required to perform work on commercial kitchen exhaust systems.

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, 1.7	Mandatory Pre-bid Conference	January 20, 2017 9:00 am - noon
Section 1, 1.8	Deadline for Written Communication	January 24, 2017 End of Business

Section 1, 1.8	Response to Written Communication	January 27, 2017 End of Business
Section 1, 1.17	Deadline for Bid Submission	February 2, 2017 2:00 PM EST
	Award Announcement (subject to change)	February 16, 2017
	Estimated Contract Start Date (subject to change)	March 1, 2017

1.7 Bidders' Pre-bid Conference

A conference will be held on **January 20, 2017 at 9:00 AM EST**. The purpose of this conference is to answer questions and provide clarification as may be required. Respondents will be given a tour of the dining areas to inspect each hood to determine the approximate distance of the exhaust. Attendance by all prospective Bidders is **mandatory**.

The Pre-bid Conference will be held at the conference room located on the bottom floor of Hilltop Dining. Hilltop is located across from the Recreation Center, near the corner of Hilltop and Rangeley Roads.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the Response Contact Information email address provided on the cover page of this document no later than 6:00 PM EST on Thursday January 19, 2017 with the name(s) and title(s) of the individual(s) who will attend.

1.8 Communication with the University

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

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Failure to comply with this requirement could result in disqualification from further consideration.

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

1.9 Award

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

to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

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

1.10 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.

1.11 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a 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.

1.12 Costs of Preparation

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

1.13 Debarment

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

1.14 Response Understanding

By submitting a response, the 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.

1.15 Response Validity

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

1.16 Non-Responsive Responses

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

1.17 Response Submission

A **SIGNED** copy of this bid document must be submitted to the Office of Strategic Procurement as follows:

1. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
2. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

Respondent may attached company bid to their submission as supporting information.

Respondent is still required to complete **Appendix C**.

1.18 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.

1.19 Multi-Institutional

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

SECTION 2

2.0 Scope of Work

The University of Maine (Orono) requires bi-annual cleaning of fourteen (14) kitchen hoods and exhaust systems as well as annual cleaning of ten (10) kitchen hoods and exhaust systems. Contractor shall insure that all fans and all kitchen exhaust equipment are cleaned and working prior to the start of spring break (mid-January) and mid-June for systems required to be cleaned bi-annually. Contractor shall insure that all fans and all kitchen exhaust equipment are cleaned and working mid-June for systems required to be cleaned annually. All work will be in accordance with the National Fire Protection Association (NFPA). All waste that is generated during cleaning will be disposed of on-site. Scheduled cleaning services shall include, but not limited to, set up to protect other kitchen equipment, provide all necessary equipment for work, protection of duct and hoods from damage, clean canopies, filters, screens, grease traps, plenums, exhaust fans, vertical and horizontal ducts and risers, roof top exhausts and baffles. Contractor shall tent off each hood with plastic, clean from the roof down to the hood with a grease remover chemical or equal process, squeegee, and wet vacuum all materials. Upon completion Contractor shall clean the area by removal of all debris and general cleanup leaving the area as it was found. Contractor shall provide services during normal working hours, Monday through Friday between the hours of 7:00 am and 4:00 pm, however when required scheduled services may need to be done during non-business hours of 4:00 pm to 7:00 am due to operational needs determined by the University at the University's discretion. Contractor shall provide bi-annual services during winter break and the third or fourth weeks of the month of May. Cleaning services are to be pre-scheduled, in advance, with the University of Maine Department of Auxiliary Services. The exact days and times shall be determined by the University.

Contractor shall make minor repairs up to material cost not to exceed \$100 immediately if Contractor has parts available at time of cleaning. Repairs requiring materials exceeding \$100 Contractor is required to obtain approval from the University prior to performing repairs if Contractor has parts available at the time of cleaning. All repairs performed during scheduled cleaning shall have labor rates included in scheduled cost and material shall be billed as a line item at cost plus markup.

Contractor is required to report any necessary mechanical or structural repairs that may be required upon completion of cleaning. Contractor shall provide the University a detailed quote for repairs that required the Contractor to perform the repairs at a later date. Contractor is required to provide a detailed inspection report including completion date, condition of the systems, equipment model and tag information including manufacturer, style of filter (baffle or spark arrestor) and any applicable assessment of the condition of the system.

See Appendix C – Cost Form for list of kitchen exhaust systems.

Cleaning and / or servicing of Kitchen Hood Suppression Systems is not included in this RFB.

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 **three (3) years** commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for **two (2) additional one (1) periods**. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

3.5 Contract Quantities

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

3.6 Contract Data

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

3.7 Contract Validity

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

3.8 Non-Waiver of Defaults

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

3.9 Cancellation/Termination

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

3.10 Employees

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

3.11 Clarification of Responsibilities

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

3.12 Litigation

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

3.13 Assignment

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

3.14 Equal Opportunity

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

individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

3.15 Independent Contractor

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

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

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

3.17 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a 2/10 net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

3.18 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

3.19 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation	Required for all personnel

	(In Compliance with Maine and Federal Law)	
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

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

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

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

**University of Maine System
Risk Manager
3rd Floor Lewiston Hall
65 Texas Ave
Bangor, Maine 04401**

3.20 Sexual Harassment

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

3.21 Smoking Policy

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

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, 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.

3.22 Pricing

The firm, fixed prices for normal scheduled bi-annual and annual kitchen exhaust cleaning services are to be **all-inclusive** and shall include, but not limited to, labor, mileage, insurance, mobilization, demobilization, 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, but not limited to, all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. The University will not pay any additional expenses related to fixed cost for normal scheduled bi-annual and annual cleaning of kitchen exhaust systems.

Services not included and / or covered under normal scheduled cleaning services are to be charged by the hourly rate. All labor rates shall include, but not limited to, all costs including tools, expendables, and small material packages. Travel cost shall be listed and included in submission.

Materials shall be based on Cost Plus basis and shall be firm for the length contract and any / all renewal of 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.

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.

Section II - Requirements - Cost Response

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

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 Costs

5.1 Cost Response

5.1.1 General Instructions:

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

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

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

5.1.1.4 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.

5.1.2 Cost Response Form Instructions – Appendix C

5.1.2.1 The Bidder **MUST** fill out **Appendix C**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

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 - Debarment, Performance and Non-Collusion Certification
- 8.3 Appendix C – Cost Response Form
- 8.4 Appendix D – Contract for Services
- 8.5 Appendix E – Reference Form
- 8.6 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFB #064-17
University of Maine Auxiliary Services
Kitchen Exhaust Cleaning & Repair 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)

Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION**

RFB #064-17

**University of Maine Auxiliary Services
Kitchen Exhaust Cleaning & Repair Services**

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C - Cost Response Form

University of Maine System COST RESPONSE FORM

RFB #064-17 University of Maine Auxiliary Services Kitchen Exhaust Cleaning & Repair Services

Bidder's Organization Name:

Instructions:

As part of your bid provide a **detailed description** of cleaning processes including, but not limited to, the following: preparation, canopies, filters, screens, stacks, fans, clean up. Bids that do not contain this requirement may be deemed none responsive, see Section 1.16.

Bi-Annual & Annual Scheduled Services:

	<i>Hood Location</i>	<i>Equipment Covered</i>	<i>Hood Size</i>	<i>Cleaning Frequency</i>	<i>Bi-Annual Cost</i>	<i>Total Annual Cost</i>
Bears Den	Bears Den - Asian	Fryer / Fryers	6'	2	\$ _____ x 2 =	\$
	Bears Den - Asian	Pizza Oven	5'	2	\$ _____ x 2 =	\$
	Bears Den - Asian	Steam	3'	1	\$ _____ x 1 =	\$
	Bears Den - Grill	Fryer / Flat Top / Charbroiler	10' x 8'	2	\$ _____ x 2 =	\$
	Main Street - Front	Fryer	8'	2	\$ _____ x 2 =	\$
	Main Street - Back	Steam / Tilt Kettle	24'	1	\$ _____ x 1 =	\$
	Main Street - Back	Woks (8)	14'	2	\$ _____ x 2 =	\$
Wells Dining	2nd Floor Kitchen	Main Line	24'	2	\$ _____ x 2 =	\$
	1st Floor Kitchen	Main Line	30'	2	\$ _____ x 2 =	\$
	Bakery	Convection Oven	3'	1	\$ _____ x 1 =	\$
	Bakery	Lux Oven	3'	1	\$ _____ x 1 =	\$
	1st Floor Servery	Woodstone	6'	1	\$ _____ x 1 =	\$
	1st Floor Servery	Flat Top	4'	1	\$ _____ x 1 =	\$
	1st Floor Servery	Griddle / Fryer	12'	2	\$ _____ x 2 =	\$

Hilltop	Kitchen	Main Line	20'	2	\$ _____ x 2 =	\$
	Servery	Charbroiler / Griddle	7'	2	\$ _____ x 2 =	\$
	Servery	Griddle	3'	1	\$ _____ x 1 =	\$
	Servery	Fryer	4'	2	\$ _____ x 2 =	\$
	Servery	Steam	6'	1	\$ _____ x 1 =	\$
York Hall	North Serving Line	Fryer	3'	2	\$ _____ x 2 =	\$
	South Serving Line	Fryers	3'	2	\$ _____ x 2 =	\$
	Kitchen	Oven / Kettle / Griddle / Fryer / Charboiler / Steam	24' x 8'	2	\$ _____ x 2 =	\$
	Test Kitchen	Dual Decks Ovens	12'	1	\$ _____ x 1 =	\$
	Alfond Arena Concesions	(2) Fryers / Flat top	12'	1	\$ _____ x 1 =	\$
TOTAL ANNUAL COST:						\$

Non-Scheduled Services:

<u>Item</u>	<u>Grease Traps</u>	<u>Exhaust Hoods</u>
1. Regular Hourly Rate:	\$ _____	\$ _____
2. Overtime Hourly Rate:	\$ _____	\$ _____
3. Weekend & Holiday Rate:	\$ _____	\$ _____
4. Travel Rate:	\$ _____	\$ _____

Cost Plus: Bidders are to enter markup on invoice cost for supplies / materials / equipment in conjunction with this proposal. Awarded Bidder(s) are required to submit any / all invoices upon the University's request.

Vendor Markup Percentage of Bidder's Cost: _____ %

Appendix D – Contract for Services

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

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 #064-17 Issue Date **January 12, 2017** Titled **University of Maine Auxiliary Services Bi-Annual Kitchen Exhaust Cleaning & Repair Services**

Contractor’s Bid in Response to Request for Bid #064-17 Proposal Submission Date

February 2, 2017 Titled **University of Maine Auxiliary Services Bi-Annual Kitchen Exhaust Cleaning & Repair 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.
2. **Term:** This Contract shall commence on **March 1, 2017** and shall terminate on **February 29, 2020**, unless terminated earlier as provided in this Contract with option for **two (2) additional one (1) year renewals** upon the parties’ mutual agreement.
3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 2/10 net 30 basis. 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:** Kenneth Violette 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. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies

posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.

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, invoices and questions regarding invoices will be directed to:

University of Maine System
Accounts Payable
PO Box 533
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)

Fax: [207-581-2698](tel:207-581-2698)

Email: UMAP@maine.edu

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 #064-17** Issue Date **January 12, 2017** Titled **University of Maine Auxiliary Services Bi-Annual Kitchen Exhaust Cleaning & Repair Services**
- H. **Contractor's Bid in Response to Request for Bid #064-17** Proposal Submission Date **February 2, 2017** Titled **University of Maine Auxiliary Services Bi-Annual Kitchen Exhaust Cleaning & Repair 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.

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 (Orono) requires bi-annual cleaning of fourteen (14) kitchen hoods and exhaust systems as well as annual cleaning of ten (10) kitchen hoods and exhaust systems. Contractor shall insure that all fans and all kitchen exhaust equipment are cleaned and working prior to the start of spring break (mid-January) and end of May for systems required to be cleaned bi-annually. Contractor shall insure that all fans and all kitchen exhaust equipment are cleaned and working prior to the end of May for systems required to be cleaned annually. All work will be in accordance with the National Fire Protection Association (NFPA). All waste that is generated during cleaning will be disposed of on-site. Scheduled cleaning services shall include, but not limited to, set up to protect other kitchen equipment, provide all necessary equipment for work, protection of duct and hoods from damage, clean canopies, filters, screens, grease traps, plenums, exhaust fans, vertical and horizontal ducts and risers, roof top exhausts and baffles. Contractor shall tent off each hood with plastic, clean from the roof down to the hood with a grease remover chemical or equal process, squeegee, and wet vacuum all materials. Upon completion Contractor shall clean the area by removal of all debris and general cleanup leaving the area as it was found. Contractor shall provide services during normal working hours, Monday through Friday between the hours of 7:00 am and 4:00 pm. Contractor shall provide bi-annual services during winter break and the third or fourth weeks of the month of May. Cleaning services are to be pre-scheduled, in advance, with the University of Maine Department of Auxiliary Services. The exact days and times shall be determined by the University.

Contractor shall make minor repairs up to material cost not to exceed \$100 immediately if Contractor has parts available at time of cleaning. Repairs requiring materials exceeding \$100 Contractor is required to obtain approval from the University prior to performing repairs if Contractor has parts available at the time of cleaning. All repairs performed during scheduled cleaning shall have labor rates included in scheduled cost and material shall be billed as a line item at cost plus markup.

Contractor is required to report any necessary mechanical or structural repairs that may be required upon completion of cleaning. Contractor shall provide the University a detailed quote for repairs that required the Contractor to perform the repairs at a later date. Contractor is required to provide a detailed inspection report including completion date, condition of the systems, equipment model and tag information including manufacturer, style of filter (baffle or spark arrestor) and any applicable assessment of the condition of the system.

PRODUCT SCOPE OF WORK:

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

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

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

PERFORMANCE TERMS AND CONDITIONS

- 1. Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2. 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 Safety & Security Department. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing. Contractors are advised that University police strictly enforce parking regulations. Towing will be at the Contractor's expense. The Contractor's employees may obtain a free parking permit (state vehicle registration required) upon signing in from the University Auxiliary Services Department.
- 3. Job Site Safety:** All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor's employees are in compliance with the stated rules, procedures, and regulations.

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

- 4. Accident / Injury Notification:** The Auxiliary Services 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.
- 5. 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.

- 6. 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.
- 7. Protection and Security of Building and Property:** The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under this contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property, including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.
- 8. 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.
- 9. Access to Buildings:** Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement cost of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations. Additional requirements may be added by the Department of Auxiliary Services.
- 10. Alternates:** Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 11. Identification:** Contractors are required to contract each University Department of Auxiliary Services to determine identification requirements prior to work.
- 12. Environmental Compliance:** In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and

expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

13. System Downtime: As noted in System Impairment notification must be given anytime a system is taken off line. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system per campus shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be scheduled with the University in advance.

14. Storage, Cleaning and Final Clean up: It is the sole responsibility of the contractor to remove all accumulation of refuse, rubbish, scrap materials, debris, equipment, tools, etc. on a site the Contractor is working on during a project or after the completion of a job. Removing these items will be at the contractor's expense.

If the Contractor fails to promptly and properly fulfill the obligations of cleaning during and after the project, the University reserves the right to employ others at the expense of the Contractor to complete cleaning.

15. Repair Parts Availability and Characteristics: To assure a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the systems. These spare parts shall be genuine, original manufacturer's parts or approved equal.

16. Systems: The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

17. Parts Costs: The University reserves the right to audit the Contractor's records to determine cost. Cost shall be determined at cost plus fixed vendor markup percentage.

18. Work Hours: Service calls placed between the hours 7:00 AM and 4:00 PM will be paid straight time hourly rate as quoted in the response. Contractors must respond within 24 hours of a call. Straight time hourly rate shall apply for hours between 7:00 AM and 4:00 PM and Overtime rates apply for the hours between 4:00 PM and 7:00 AM.

**RIDER A-1
PRICING**

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

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

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

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.

Appendix E – Reference Form

Respondent’s Organization Name: _____

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

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact email Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact email Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact email Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact email Address	
Relationship Length	