



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

**ON-CALL SERVICES FOR  
FACILITIES MANAGEMENT**

RFP #054-16

**Issued Date:** March 22, 2016

**Response Deadline Date/Time:** April 21, 2016

**Response Submission Information:**

University of Maine System  
Office of Strategic Procurement  
Submitted electronically to [roger.ward@maine.edu](mailto:roger.ward@maine.edu) Email Subject Line –  
**On-Call Services –RFP#054-16**

**Response Contact Information:**

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# SECTION 1

## 1.0 General Information

### 1.1 Definition of Parties

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

### 1.2 Purpose

The **University of Maine System** is seeking responses to provide **On-Call Services for Facilities Management** 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).

It is the University's intent to establish multiple open contracts per Service Trade with pre-qualified Contractors who have the specified experience, qualifications, staff, training and equipment necessary to perform the work. A single Contractor may receive awards for one or more of the areas identified and listed in **Section 2**. At the discretion of each University's Department of Facilities Management one or multiple contract(s) will be awarded for each of the trades listed in **Section 2**.

### 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 50<sup>th</sup> 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 105<sup>th</sup> 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.

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

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

**1.4 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. The Respondents are required to obtain and provide proof of all required certifications and/or licenses as required to perform the work under each Trade as described in **Section 5** as applicable.

**1.5 Evaluation Criteria**

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

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

**Section 4 (4.4 Only) – Cost Response**

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

values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **(50)** = pro-rated score

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

**Section 6 – Contract for Services**

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

**1.6 Timeline of Key Events**

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Inquiries/Questions	<b>March 31, 2016</b>
Section 1, 1.7	Response to Written Inquiries/Questions	<b>April 8, 2016</b>
Section 1, 1.16	Deadline for Proposal Submission	<b>April 21, 2016</b>
	Award Announcement <b>(subject to change)</b>	<b>May 12, 2016</b>
	Estimated Agreement Start Date <b>(subject to change)</b>	<b>July 1, 2016</b>

**1.7 Respondents’ Presentations**

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

**1.8 Communication with the University**

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

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



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

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

## 1.9 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University. **The University intends to award this contract to multiple Respondents by geographical area, if such awards is in the best interest of the University. Award of Contract is not a guarantee of work and not all work in the service trade 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.**

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

## 1.10 Award Protest

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

## 1.11 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the

University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

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

## 1.12 Costs of Preparation

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

## 1.13 Debarment

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

## 1.14 Response Understanding

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

## 1.15 Response Validity

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

## 1.16 Non-Responsive Submissions

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

## 1.17 Response Submission

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

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

## 1.18 Authorization

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

## 1.19 Multi-Institutional

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

## 1.20 Contractor's Liability Insurance

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

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

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

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

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

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

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

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

## 1.21 Pricing

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

## 1.22 Cost Response Form Quantities

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

## 1.23 Agreement Documents

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 6.0** of this document.

## 1.24 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise

unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

### 1.25 Parking Regulations and Use of Walkways

The Contractor shall contract the University Department of Facilities Management at each campus to determine campus parking regulations and use of walkways.

### 1.26 Job Site Safety

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

It is each Contractor's responsibility to insure that each employee of the Contractor, including those of its subcontractors, is trained in the safe work practices necessary to allow successful completion of their assigned tasks. Additionally, the contract firm shall advise the Department of Facilities Management of any unique hazards presented by its employees' planned activities and of any "unusual" hazards discovered by the Contractor's employees. The University has a duty to provide information on known hazards including, but not limited to, identified confined spaces and permit required confined spaces, and energy hazards associated with lockout/tagout.

### 1.27 Indoor Air Quality

The contractor shall take steps to ensure that dust and other air contaminants are controlled when working in or nearby occupied spaces. This will require construction barriers be installed to separate the work zone from the occupied area of the building. This also means that substitution of products and materials and additional ventilation may be required. Air monitoring/testing may be required to ensure the safety of building occupants. If an IAQ problem is discovered, work will stop until the problem can be resolved.

### 1.28 Accident/Injury Notification

The Department of Facilities Management supervisor must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under this contract.

### 1.29 Emergency Notification

The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.

### 1.30 Solid Waste Removal

The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the

end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.

### **1.31 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 the Contractor or the Contractor's employees and subcontractors in the performance of the work.

### **1.32 Warranty of Materials and Workmanship**

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment or contents resulting from the use of inferior materials, equipment and workmanship.

### **1.33 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 Facilities Management.

### **1.34 Alternates**

Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.

### **1.35 Identification**

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

### 1.36 Environment Compliance

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

## SECTION 2

### 2.0 Scope of Work

It is the University's intent to establish open contracts with Respondents who have the specified experience, qualifications, staff, training, and equipment necessary to perform the work. A single Contractor or multiple Contractors may receive awards for one or more of the service trades listed.

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

Services are normally scheduled during regular business hours but may be needed on an emergency bases after hours and on weekends and holidays. Services are to be scheduled, in advance, with the University's Department of Facilities Management. The exact days and times shall be determined by the University Department of Facilities Management for normal scheduled services.

Respondents should review **Section 5 Business Functional Requirements**.

The initial term of any Contract(s) resulting from this RFP will be for 1 year. With mutual written agreement Contract(s) may be extended for four (4) additional one (1) year period. The University will consider other Contract terms at its discretion if proposed and in the best interest of the University.

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

**All Contractors awarded by Trade will be on an "as needed" basis. Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the award Contractor.** Contracts shall cover the actual needs of the University as determined by each campuses Department of Facilities Management.

**SEE NEXT PAGE FOR LISTED TRADES REQUESTED BY INDIVIDUAL  
UNIVERSITIES**



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

<b>On-Call Facility Services - Service Trades Requested by University</b>									
X = Requested Primary Provider of Service Trade; B - Requested Provider of Service Trade as a Back-up Provider; NA = Services Not Requested									
<b>Trade Letter</b>	<b>Trade/Service</b>	<b>UM</b>	<b>UMA - August a</b>	<b>UMA - Bangor</b>	<b>UMF</b>	<b>UMFK</b>	<b>UMM</b>	<b>UMPI</b>	<b>USM</b>
A	<i>Acoustic Ceilings Repair &amp; Installation Services</i>	X	X	X	X	NR	X	NR	X
B	<i>Automotive Repair Services</i>	X	X	X	X	X	X	NR	NR
C	<i>Carpentry Services</i>	X	X	X	X	NR	X	NR	X
D	<i>Electrical Services - (Res. &amp; Commercial)</i>	X	X	X	X	NR	X	NR	X
E	<i>Electrical Services - High Voltage (Transformers)</i>	X	X	X	NR	NR	X	NR	X
F	<i>Flooring, Carpet and Vinyl Composition Tile (VTC) Install. Services</i>	NR	X	X	X	X	X	B	X
G	<i>Painting Services - Interior &amp; Exterior</i>	NR	X	X	X	NR	X	B	X
H	<i>Plumbing Services</i>	X	X	X	X	X	X	NR	X
I	<i>Site, Civil and Excavation Services</i>	NR	X	X	X	X	X	NR	NR
J	<i>Tile Repair, Re-Grouting &amp; Installation Services</i>	NR	X	X	X	X	X	B	NR

# SECTION 3

## 3.0 Response Submission Requirements

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

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

### 3.1 General Format Instructions

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

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

- 3.1.2 **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.
- 3.1.3 **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

- 3.1.4 **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.
- 3.1.5 **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

## 3.2 Proposal Format Instructions

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

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

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

### **Requirements - Cost Response**

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

### **Requirements – Business Functional**

1. Label this Section 3 in the response.
2. Provide responses indicating ability to perform and/or meet requirements listed under applicable Trade Service listed in **RFP Section 5**:
  - 5.0 Business Functional Requirements

### **Contract for Services**

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

### **Confidential Information**

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

### **Attachments**

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

# SECTION 4 - REQUIREMENTS

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

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

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

### 4.1 Organizational Qualifications and Experience – 15 points

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, 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?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Provide copies of all Federal and/or State of Maine licenses and/or certifications to perform Service Trade, when applicable.
- 4.1.4 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years.
- 4.1.5 Provide your company's incidence rates and lost work days if available.

### 4.2 References – 5 points

Provide at least three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We 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 Respondent 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.

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

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

### 4.4 Cost Response – 50 points

- 4.4.1 General Instructions:

- 4.4.1.1 The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
  - 4.4.1.2 The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
  - 4.4.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the Response from consideration, at the discretion of the University.
  - 4.4.1.4 No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
- 4.4.2 Cost Response Form Instructions – Appendix B
- 4.4.2.1 The Respondent **MUST** fill out **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 5 - REQUIREMENTS

### 5.0 Business Functional Requirements – 15 points

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

Respondents are to respond indicating their ability to perform the service(s) listed by trade(s) applicable as listed in this RFP below.

#### 5.1 Trade A – Acoustic Ceilings Repair & Installation Services

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

Contractor shall have the minimum of three (3) years' experience in the removal, repair and installation of acoustic ceilings.

Contractor must be able to provide, at no charge, all tools and equipment including, but not limited to, protective equipment, power and hand tools and related accessories, ladders, staging, appropriate motor vehicle(s) and safety equipment and signage. In most cases the University will provide materials, however the University may require the Contractor to provide materials. When materials are provided by the Contractor the University will be billed on a firm cost plus fixed markup. The University's Department of Facilities Management will determine when scheduling the work project if materials will be provided by the University or Contractor. The Contractor is required to pick up all materials and supplies at the designated location determined by the University's Department of Facilities Management for materials provided by the University.

Contractor shall remove and properly dispose of any existing tiles, grid, or materials that would prevent proper installation of new acoustical ceiling.

#### 5.2 Trade B - Automotive Repair and Maintenance Services

Contractor shall have the minimum of five (5) years' experience in Automotive Repair and Maintenance Service. Contractor is required to perform State of Maine Inspection. Contractor and employees shall have the ability and skills to

perform required services. University prefers Respondents to be Automotive Service Excellence Certified Master Mechanic (ASE). Contractor shall provide all material, labor and equipment in connection with Automotive Repair and Maintenance Services.

The Contractor must provide, at no charge, all tools and equipment related to automotive repair and maintenance services. When automotive parts and materials are provided by the Contractor the University will be billed at cost plus fixed markup.

Contractor shall provide services that include, but not limited to, change oil and oil filter, rotate and balance tires, repair/replace brakes/brake parts, replace rotors and or drums, rebuild wheel cylinders, flush brake fluid, exhaust work, engine work, replace fuel filters, air filters, flush radiator, air conditioning service, belt replacement, transmission (drain/replace fluid/clean or replace filter), intake manifold gasket, tune-up, replace battery, replace alternator, perform alignments, replace shocks, computer diagnostic assessment, switches, fuses, and any other related services.

Respondents shall complete Trade B – Automotive Repair and Maintenance Service Cost Response Form.

### 5.3 Trade C – Carpentry Services

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

The University is seeking Respondents for one primary Contractor and a secondary Contractor (per University requesting service) who can provide Carpentry Repair and Replacement Services to the University. Contractor shall have the minimum of five (5) years' experience in Carpentry Services. Contractor shall provide employees that have the ability and skills to perform required services.

The Contractor must provide, at no charge, all tools and equipment including, but not limited to, protective equipment, power and hand tools and related accessories, ladders, staging, five (5) sets of scaffolding, appropriate motor vehicle(s), and safety equipment and signage. In most cases the University will provide materials, however the University may require the Contractor to provide materials. When materials are provided by the Contractor the University will be billed on a cost plus fixed markup. The University's Department of Facilities Management will determine when scheduling the work project if materials will be provided by the University or Contractor. The Contractor is required to pick up all

materials and supplies at the designated location determined by the University's Department of Facilities Management for materials provided by the University.

Contractor shall remove and properly dispose of any demolition or non-usable materials. The Contractor will arrange for disposal of materials and invoice the University at cost for all disposal fees.

Contractor shall, when needed, secure equipment rentals and invoice the University at cost plus fixed markup for equipment rental.

#### 5.4 Trade D – Electrical Services – Residential & Commercial

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

Contractor shall have the following required licenses:

Electrical Company – State of Maine Master Electrician License.

On-Site Supervisor – State of Maine Master Electrician License and a minimum of three (3) years' experience as a Master Electrician.

Contractor shall have the skills and ability to work on electrical components **up to 600 volts** that include, but not limited to, Step down transformers, Service entrance panels, sub panels, fuses, breakers/control circuits, and related wiring, lighting, ballast, outlets/receptacles, working with conduit, pvc, and related piping, digital controls, electric/pneumatic controls, and actuators, and generator related switch gear. Vendor shall have the ability to trouble shoot, repair, and or replace electric motors, and speed drives.

#### 5.5 Trade E – Electrical Services – High Voltage (Transformers)

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

Contractor shall have the following required licenses:

Electrical Company – State of Maine Master Electrician License.

On-Site Supervisor – State of Maine Master Electrician License and a minimum of three (3) years' experience as a Master Electrician



Contractor shall have the skills and ability to work on electrical components **over 600 volts** that include, but not limited to, transformers, electrical vaults, related switch gear, overhead and underground distribution lines, and generator switch gear.

## 5.6 Trade F – Flooring, Carpet and Vinyl Composition Tile (VTC) Installation Services

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

Contractor is required to have a minimum of three (3) years' experience.

Contractor shall have the skills and ability install surfaces that include, but not limited to, carpeting, ceramic tile, cove base, rubber flooring, stair treads, and vinyl composition tile (VCT). Contractor shall provide materials, tools, equipment and installation services for the removal and disposal of existing flooring, perform surface preparation, and finish installation, as determined by work project.

Unless otherwise requested for each work project, the University's Department of Facilities Management shall provide all adhesives, coving, flooring materials, padding, and finish grout. Contractor is responsible to deliver all flooring materials and adhesives from the University's Department of Facilities Management staging area to the installation site. Contractor shall provide materials when requested by the University's Department of Facilities Management at a fixed markup cost.

## 5.7 Trade G – Painting Services, Exterior & Interior

The University is seeking a standard and overtime hourly (time and one-half) rate for established painting Contractor with a minimum of three (3) years' experience. The Contractor must be able to provide up to three (3) trained and competent painters on an on-call basis. Work will include both interior and exterior work in buildings that may be occupied.

The Contractor must provide at no charge: latex brushes, oil brushes, paint scrapers, putty knives, trowels, razor scrapers, drop cloths, step ladders, screw drivers, paint trays, roller handles, handle extensions, and hammer. The University will provide all paint, thinners, sandpaper, roller covers, spackle, joint compound and tapes.

University requesting services may or may not provide paint. When paint is provided by the University Department of Facilities Management the Contractor is required to pick up paint and related materials at Facilities Management Building prior to going to the worksite. When materials are not available at

Facilities Management Building and at times when the stockroom is closed or in emergency situations the Contractor will provide materials and bill the University on at cost plus fixed markup.

## 5.8 Trade H – Plumbing Services

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

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

Contractors shall have the skills and ability to work on that include, but not limited to, sewer drain lines, lead cast, PVC, CPVC, ABS, DWV, black iron, threading machines, and fittings, CPVC or welded piping and machines. The ability to work on laboratory fixtures, sinks, drain and piping, acid waste drain piping, and acid waste discharge systems. The ability to work on sewer effluent, and ejection pumps, and systems. Supply piping lines, valves, copper, black iron, brass plastics, PVC, CPVC, PEXS, and poly shark bite. Plumbing fixtures, residential, commercial, and commercial grade kitchen equipment fixtures. Toilets, flush-ometers, urinals, faucets, spigots, appliance connections. Commercial and residential grade, shower valves, heads, drains and related piping. Circuit setters, circulation, and sump pumps, screens, filters, hot water tanks, relief valves, expansion tanks, and systems. The ability to work on feed water piping and systems for boilers, heat exchangers, and storage tanks. Life safety equipment, shower trees, eye wash stations, anti-scald devises. Vendor shall have the ability to braze, and solder. Vendor shall have the ability to utilize drain openers, augers, snakes and the necessary tools to complete plumbing related tasks.

## 5.9 Trade I – Site, Civil and Excavation Services

The University is seeking a standard and overtime hourly (time and one-half) rates. The University is seeking standardized rates for equipment provided by Contractor. The Contractor must be able to provide trained and competent workers and on an on-call basis.

Contractor shall abide to University’s Department of Facilities Management Dig Safe/Dig Smart Procedures. A Site Specific Work Practice and Safety Plan shall be required for each job.

Contractor shall be able to provide services that include, but not limited to, catch basin repair and replacement; excavation, hauling and filing as needed; water, sewer, and storm drain/storm water structure repair and replacement; grading for gravel roadways and parking areas, all subterranean maintenance work below four (4) feet and work near occupied buildings.

Specific equipment and services that must be available and to be priced individually per hour with an operator as listed in Appendix B.

Work will be on an as-needed basis. The University's Department of Facilities Management will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered under the Contract and provide 24/7 coverage as needed.

Potentially multiple pieces of equipment could be employed at once. The Contractor shall be responsible for all fuel. Fuel may not be stored on University property. Equipment not in use for a work project must be stored off University property. Equipment that is in use for a work project may be stored on site until no longer needed for the project. Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication with the University's Department of Facilities Management.

#### 5.10 Trade J – Tile Repair, Re-grouting & Installation Services

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

Contractor shall have the skill and ability to provide services that include, but not limited to, repair, re-grouting, grinding and replacement of ceramic, stone, and other grouted tile on floors, walls and other tiled surfaces. Services shall include matching of existing tile as appropriate. Services shall include, but not limited to, membrane waterproofing and repairing of drypack, and prep work to include for new installation.

Contractor shall provide employees that have prior experience that include, but not limited to, performing commercial, institutional, and residential grouting and re-grouting in kitchens, restrooms, laboratories, and experience in replacing and repairing tile in varying sizes and types on walls, floors, shower stalls, ceilings, etc. with preferred five (5) years' experience.

Contractor shall have the ability to provide scheduled services within one (1) week of service request for routine installation and/or repair work.

Contractors shall be required to respond within 48 hours of contact for emergency repairs.

## SECTION 6

### 6.0 Contract for Services Requirements – 5 points

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

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

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

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

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

## **SECTION 7**

### **7.0 Confidential Information**

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

## **SECTION 8**

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

This section lists documents which are included.

8.1 Appendix A – University of Maine System Response Cover Page

8.2 Appendix B – Cost Response Form

8.3 Exhibit 1 – Pricing

8.4 Appendix C – Economic Impact Form

8.5 University of Maine System, Contract for Services

# Appendix A – University of Maine System Response Cover Page

## RFP #054-16 On-Call Services for Facilities Management

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

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

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

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

\_\_\_\_\_  
Date

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

Appendix B - Cost Response Form

University of Maine System  
COST RESPONSE FORM

RFP #054-16  
On-Call Services for Facilities Management  
To Be Completed for Trades A, C, D, E & H

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

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

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

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

INDICATE 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).

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

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

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

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

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

- 2. Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges including but not limited to, equipment if not specified otherwise, travel, small tools, standard materials packages and expendables. Regular working hours shall be Monday to Friday and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.



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

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

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

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

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

Markup Percentage of Respondent's Cost: \_\_\_\_\_%

5. Discount Payment Terms, if Applicable: \_\_\_\_\_

Appendix B - Cost Response Form

University of Maine System  
COST RESPONSE FORM

RFP #054-16  
On-Call Services for Facilities Management

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

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

INSERT TRADE LETTER CODE: B

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

INDICATE 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).

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

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

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

Indicate willingness to be considered as a back-up Contractor: \_\_\_\_\_  
(Yes/No)

2. Provide the following Rates for Vehicle Repair and Maintenance Services for FHWA Vehicle Classification #2 passenger cars and #3 pickups, panels, vans.

**Oil Changes** \$ \_\_\_\_\_

Must Include

- Change the vehicle's oil with up to five (5) quarts of top quality motor oil.\*
- Replace the oil filter with top quality oil filter.\*
- Inspect the wiper blades and replace if needed (do not include in price)
- Lubricate all grease fittings
- Check & fill (if needed)
  - Brake fluid
  - Transmission/transaxle fluid
  - Differential and coolant fluid
  - Power steering fluid

- Windshield wash fluid
- Battery water/acid
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

\*Both must meet manufacturer recommendations. This bid will include all disposal and environmental fees.

**Radiator Flush** (Including Fluid) \$ \_\_\_\_\_

**Air Conditioning Service** (Include 1 lb. of Freon) \$ \_\_\_\_\_

**Serpentine Belt Replacement** \$ \_\_\_\_\_

**Transmission Service** (Drain/Replace Fluid/Clean Filter) \$ \_\_\_\_\_

**Tune-up** (Specify price when bidding for each)

● Four Cylinder \$ \_\_\_\_\_

● Six Cylinder \$ \_\_\_\_\_

● Eight Cylinder \$ \_\_\_\_\_

**Alignments**

● Front Pair (2 wheel) \$ \_\_\_\_\_

● Rear Pair (2 wheel) \$ \_\_\_\_\_

● Front & Rear (4 wheel) \$ \_\_\_\_\_

**Computer Diagnostic Assessment** \$ \_\_\_\_\_

**Labor Rate/Hour for Non-Listed Repairs** \$ \_\_\_\_\_

**Emergency Towing Charge** (if service offered) \$ \_\_\_\_\_

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

Markup Percentage of Respondent's Cost: \_\_\_\_\_%

Discount Payment Terms, if Applicable: \_\_\_\_\_

Appendix B - Cost Response Form

University of Maine System  
COST RESPONSE FORM

RFP #054-16  
On-Call Services for Facilities Management

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

PRICE SCHEDULE FOR: **Flooring, Carpet and Vinyl Composition Tile (VCT) Services**  
(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE:   F  

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

INDICATE 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).

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

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

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

Indicate willingness to be considered as a back-up Contractor: \_\_\_\_\_  
(Yes/No)

- 2. Provide the following Rates:

Carpet Removal \$ \_\_\_\_\_/sq. yd.

Carpet Installation \$ \_\_\_\_\_/sq. yd.

Ceramic Tile Removal \$ \_\_\_\_\_/sq. ft.

Ceramic Tile Installation \$ \_\_\_\_\_/sq. ft.

Cove Base Installation \$ \_\_\_\_\_/linear ft.

Laminate Flooring Removal \$ \_\_\_\_\_/sq. ft.

Laminate Flooring Installation \$ \_\_\_\_\_/sq. ft.

Linoleum Removal \$ \_\_\_\_\_/sq. yd.  
 Linoleum Installation \$ \_\_\_\_\_/sq. yd.  
 Floor Tile Removal VCT \$ \_\_\_\_\_/sq. ft.  
 Floor Tile Installation VCT \$ \_\_\_\_\_/sq. ft.  
 Rubber Floor Tile Installation \$ \_\_\_\_\_/sq. ft.  
 Rubber Stair Tread Installation \$ \_\_\_\_\_/linear ft.  
 Floor Preparation \$ \_\_\_\_\_/cost per hour  
 Minimum Charge \$ \_\_\_\_\_

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

Markup Percentage of Respondent's Cost: \_\_\_\_\_%

Discount Payment Terms, if Applicable: \_\_\_\_\_

Appendix B - Cost Response Form

University of Maine System  
COST RESPONSE FORM

RFP #054-16  
On-Call Services for Facilities Management

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

PRICE SCHEDULE FOR: Painting Services, Interior & Exterior  
(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE: G

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

INDICATE 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).

ALL UNIVERSITIES: \_\_\_\_\_ UM: NR UMA: \_\_\_\_\_  
UMF: \_\_\_\_\_ UMFK: \_\_\_\_\_ UMM: \_\_\_\_\_  
UMPI: \_\_\_\_\_ USM: \_\_\_\_\_

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

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

- 2. Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges including but not limited to, equipment if not specified otherwise, travel, small tools, standard materials packages and expendables. Regular working hours shall be Monday to Friday and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

Regular Hours Overtime/Weekend/Holiday hours

- a. Superintendent/Supervisor \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr
- b. Painter \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr
- c. Other (\_\_\_\_\_) \$\_\_\_\_\_/hr \$\_\_\_\_\_/hr
  
- d. Cost to paint student dorm rooms (walls & ceilings including) \$\_\_\_\_\_/sq. ft.
- e. Cost for removal and disposal of lead paint (optional) \$\_\_\_\_\_/sq. ft.
- f. Repair & Prep minor drywall damage \$\_\_\_\_\_/sq. ft.
- g. Cost Plus: Respondent are to enter markup on invoice costs for supplies/equipment used in conjunction with this proposal. Awarded Respondent(s) are required to submit any/all invoices upon request.  

Vendor Markup Percentage of Respondent's Cost: \_\_\_\_\_%
- h. Discount Payment Terms, if Applicable: \_\_\_\_\_
- i. Response Time: Indicate how much notice you would need in order to provide three (3) experienced painters on-site at the University \_\_\_\_\_



# Appendix B - Cost Response Form

## University of Maine System COST RESPONSE FORM

### RFP #054-16 On-Call Services for Facilities Management

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

PRICE SCHEDULE FOR: Site, Civil and Excavation Services  
(Print Name of Service Trade; See Section 2.0)

INSERT TRADE LETTER CODE: I

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

INDICATE 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).

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

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

UMPI: NR USM: NR

Indicate willingness to be considered as a back-up Contractor: \_\_\_\_\_  
(Yes/No)

2. Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges including but not limited to, equipment if not specified otherwise, travel, small tools, standard materials packages and expendables. Regular working hours shall be Monday to Friday and provided by University's Department of Facilities Management. Provide rates for after hours, holiday and weekend work.

	Regular Hours	Overtime/Weekend/Holiday Hours
a. Superintendent/Supervisor	\$ _____/hr	\$ _____/hr
b. Site Forman	\$ _____/hr	\$ _____/hr
c. Laborer (skilled)	\$ _____/hr	\$ _____/hr

- d. Laborer (unskilled)      \$ \_\_\_\_\_/hr                      \$ \_\_\_\_\_/hr
- e. Safety person/Crew Leader \$ \_\_\_\_\_/hr                      \$ \_\_\_\_\_/hr
- f. Other Labor Rate              \$ \_\_\_\_\_/hr                      \$ \_\_\_\_\_/hr

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

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

	Regular Hours	Overtime/Weekend/Holiday Hours
a. Front Loader	\$ _____/hr	\$ _____/hr
Size of Front Loader: _____		
b. Excavator	\$ _____/hr	\$ _____/hr
Size of Excavator: _____		
c. Bulldozer	\$ _____/hr	\$ _____/hr
Size of Bulldozer: _____		
d. Tandem Dump Truck	\$ _____/hr	\$ _____/hr
e. Tri-Axle Dump Truck	\$ _____/hr	\$ _____/hr
f. Flat Bed Tractor and Trailer	\$ _____/hr	\$ _____/hr
Size of Flat Bed Tractor and Trailer: _____		
g. Road Grader	\$ _____/hr	\$ _____/hr
Size of Road Grader: _____		
h. Vibratory Roller (Asphalt Type)	\$ _____/hr	\$ _____/hr
Size of Vibratory Roller: _____		
i. Aerial Lift	\$ _____/hr	\$ _____/hr
Specify Size of Lift _____		

j. Other Equipment

With Operator \$ \_\_\_\_\_/hr \$ \_\_\_\_\_/hr

Specify Type of Equipment \_\_\_\_\_

k. Markup Percentage for Rented Equipment for other than listed above \_\_\_\_\_%

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

Vendor Markup Percentage of Respondent's Cost: \_\_\_\_\_%

m. Trench Box with Box Certification \$ \_\_\_\_\_/day

n. Specify Size of Box \_\_\_\_\_

o. Disposal of Asphalt and Contaminated fill \$ \_\_\_\_\_/ton

p. Discount Payment Terms If Applicable \_\_\_\_\_

q. Provide a list of equipment not specified above with hourly rats.

## Appendix C – Economic Impact Form

**University of Maine System**  
ECONOMIC IMPACT FORM

**RFP #054-16**  
**ON-CALL SERVICES FOR FACILITIES MANAGEMENT**

Respondent's Organization Name:

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### GENERAL INSTRUCTIONS:

In addition to all other information requested within this RFP, each Bidder should complete the tables below to quantify the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

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

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

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

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

**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 Proposal #054-16** Issue Date **March 22, 2016** Titled **ON-CALL SERVICES FOR FACILITIES MANAGEMENT**.

**Contractor's Bid in Response to Request for Proposal #054-16** Proposal Submission Date **April 21, 2016** Titled **ON-CALL SERVICES FOR FACILITIES MANAGEMENT**.

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

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

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

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on **July 1, 2016** and shall terminate on **June 30, 2017**, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewal** upon the parties' mutual agreement.
3. **Payment**:
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
- 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:** The University’s Director of Facilities Management shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If

any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

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

Attn: Contract Administrator

**To Contractor:**

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

**Company Name:**

**Contact Name:**

**Address:**

**Phone Number:**

**Fax Number:**



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

Accounts Payable Shared Services

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

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Contract Amendments** as required
- G. **Request for Proposal #054-16** Issue Date **March 22, 2016** Titled **ON-CALL SERVICES FOR FACILITIES MANAGEMENT.**
- H. **Contractor's Bid in Response to Request for Proposal #054-16** Proposal Submission Date **April 21, 2016** Titled **ON-CALL SERVICES FOR FACILITIES MANAGEMENT.**

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

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

## 27. **Smoking Policy**

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

**28. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

FOR THE CONTRACTOR:

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

### INTENT AND PURPOSE

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

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

**All Contractors awarded by Trade will be on an “as needed” basis. Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the award Contractor.**

### PRODUCT SCOPE OF WORK:

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

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

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

### PERFORMANCE TERMS AND CONDITIONS

- 1. Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2. Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact

(i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

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

**RIDER A-1  
PRICING**

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

**RIDER B-1  
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

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

Complete One:

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

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

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

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

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

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

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

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

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

Part 2 Exemption:

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

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

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

