



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

UNIVERSITY OF MAINE AT PRESQUE ISLE
SCHEDULED TESTING, INSPECTION &
CLEANING OF LIFE SAFETY SYSTEMS
SERVICES

RFP #030-17

Issued Date: September 2, 2016

Response Deadline Date/Time: September 28, 2016, 2:00 PM
EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement
Submitted electronically to **roger.ward@maine.edu**
Email Subject Line – **UMPI Life Safety Systems - RFP#030-17**

Response Contact Information:

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

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SECTION 1

1.0 General Information

1.1 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 at Presque Isle** is seeking responses to provide **Scheduled Testing, Inspections and Cleaning of Life Safety Systems Services** as well as on-call services as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The University must test, inspect, repair, maintain and install when needed Life Safety Systems as listed in Section 2. The University seeks responses for testing and / or inspections of Life Safety Systems with option for repairs, maintenance and installation. Awarded Contractor will not be the primary vendor for repairs, maintenance and installation. The University reserves the right to award this RFP all to one bidder or multiple bidders on a schedule-by-schedule basis.

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 at Presque Isle**, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.3 Overview

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

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

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

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

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

University of Maine at Presque Isle

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.

1.4 Eligibility to Submit Responses

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

1.5 Evaluation Criteria

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

Submission Requirements	Category	Points
Section 4 (4.1)	Organization Qualifications & Experience	40
Section 4 (4.2)	References	5
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	40
Section 7	Contract for Services	5
	Total Points	100

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 **(40)** = 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 7 – Contract for Services

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

1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents' Pre-Bid Conference	September 13, 2016 10:00 AM EST
Section 1, 1.7	Deadline for Written Inquiries/Questions	September 16, 2016 End of Business
Section 1, 1.7	Response to Written Inquiries/Questions	September 21, 2016 End of Business
Section 1, 1.16	Deadline for Proposal Submission	September 28, 2016 2:00 PM EST
	Award Announcement (subject to change)	October 19, 2016
	Estimated Agreement Start Date (subject to change)	November 1, 2016

1.7 Respondents' Pre-bid Conference

A conference will be held on **September 13, 2016 at 10:00 AM EST**. The purpose of this conference is to answer questions and provide clarifications as may be required. Attendance by all prospective Respondents is **optional**.

The Pre-bid Conference will be held at the University of Maine at Presque Isle in the Campus Center conference room 118.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the Response Contact Information email address provided on the cover sheet of this document no later than 6:00 PM EST on September 12, 2016 with the name(s) and title(s) of the individual(s) who will attend.

1.8 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).

1.9 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

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. Failure to comply with this requirement could result in disqualification from further consideration.

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

1.10 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, but not limited to, awards to Respondents for a geographical area, if such award is in the best interest of the University. **Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the awarded Contractor. All individual projects estimated at \$50,000 or more shall be required to be bid separately from this RFP.**

Contracts shall cover the actual needs of the University's Department of Facilities Management. Contract(s) are primarily for Scheduled Testing, Inspection & Cleaning of Life Safety Systems. **Contracts are estimated to start November 1, 2016 and expire October 31, 2017 with the option for four (4) additional one (1) year renewals.**

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.

1.11 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.

1.12 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.

1.13 Costs of Preparation

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

1.14 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.

1.15 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.

1.16 Response Validity

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

1.17 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.

1.18 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.

It is the sole responsibility of the Respondent to ensure that the response is received by the University at the time and date stated on the cover page of this document. Any problems associated with transmission of the response including, but not limited to, failure or delay of transmission, or any reasons outside of Respondent's control, such as failure of the electrical grid or failure of internet service provider are the sole responsibility of the Respondent and will not result in any extension of the Response Deadline. Respondent will receive a confirmation email from the University acknowledging the receipt of response.

1.19 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.

1.20 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.

1.21 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	General Aggregate	\$5,000,000 per occurrence or more

2	Products & Completed Operations Aggregate	\$5,000,000 per occurrence or more
3	Personal Injury Aggregate	\$2,000,000 per occurrence or more
4	Each Occurrence for Contracts Under \$1 million	\$5,000,000
5	Each Occurrence for Contracts \$1 million and above	\$5,000,000
6	Medical Payments (Any One Person)	\$5,000
7	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
9	Personal / Advertising Injury	\$1,000,000 per occurrence or more
10	Professional Liability Insurance	\$5,000,000 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.

1.22 Pricing:

The firm, fixed prices for normal scheduled testing, inspection, and / or cleaning of systems are to be **all-inclusive** and shall include, but not limited to, labor, mileage, insurance, mobilization, demobilization, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the work according to "normal" industry standards. Overhead shall include, but not limited to, all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. The University will not pay any additional expenses related to fixed cost for normal scheduled quarterly, semi-annually and annual testing, inspection, and / or cleaning of systems covered under the costs of Life Safety Systems Services.

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

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

Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

1.23 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.

1.24 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 7.0** of this document.

SECTION 2

2.0 Scope of Work

Due to the essential life safety aspects of the services contracts, Respondents are required to meet all criteria outlined in this RFP and Service Contract. If specific equipment and / or services are required for safe reliable operation for scheduled testing, inspection, and cleaning of systems, the Respondent shall include such equipment and / or services in their response. Scheduled services are to be considered “turn-key” for each Life Safety Systems Trade.

The Contractor shall furnish complete scheduled testing, inspection and cleaning of the system(s) and equipment covered by RFP. The University is to be notified immediately of any / all equipment or devices found not to be operating properly. Services shall include, but not limited to, labor, supervision; transportation (when and where required); establishment and maintenance of records; all parts; tools and equipment. Contractor shall include the generation and submission of all necessary reports to the University and local Fire Departments.

The University must test, inspect, and clean when needed Life Safety Systems as listed:

- Fire Detection, Alarm & Communication Systems
- Grease Hoods & Kitchen Fire Suppression System
- Sprinklers (wet & dry) & Fire Pump Suppression Systems

Schedule I – Fire Detection, Alarm & Communication Systems Services

Certifications: IMSA Niesart certification is required which may be either a company certification or an individual certification. If an individual certification is used, the individual certified must be the person providing service under the contract. NRPA certification is also required. Contractors must indicate certifications as part of the response to the RFP.

Inspection, Testing, and Cleaning Services: The Contractor shall accomplish all fire detections, alarm & communication system inspections, testing, and cleaning as needed specific to each campus.

Installation Services: When requested, the Contractor shall provide qualified personnel to perform project installation, renovation, and relocation services of Fire Detection, Alarm & Communication Systems.

Schedule II – Grease Hood & Kitchen Fire Suppression System Services

Inspection, Testing, Certification and Cleaning Services: The Contractor shall perform semi-annual testing and certification of Ansul Systems and like systems. The Contractor shall perform semi-annual and annual inspection, testing and cleaning of grease hoods and exhaust duct work as needed by campus.

Documentation: The Contractor shall fully document all inspections, tests and cleaning. The Contractor shall also maintain an accurate count of all equipment per location.

SDS: The Contractor shall provide SDS sheets for all locations.

Installation Services: When requested, the Contractor shall provide qualified personnel to perform project installation, renovation, and relocation services of Grease Hood & Kitchen Fire Suppression.

Schedule III – Sprinklers& Fire Pump Suppression Systems Services

Inspection and Testing Services: The Contractor shall perform quarterly, semi-annual and annual inspection and testing services as needed and serve as a resource for code-related and technical questions as needed as outlined.

Documentation: The University requires that the Contractor maintain full documentation of inspections, tests and maintenance and such documentation will be maintained at the University's Department of Facilities Management. This will include, but not limited to, the following:

- Within thirty (30) days after award of contract, the Contractor shall develop a written inspection program including a schedule of required inspections, repair record forms, and maintenance testing procedures.
- Reports of all service calls and failures.
- Report of major or safety related problems encountered or any equipment not operating to design specifications.
- Repair logs to document all work done on each system. Original maintenance records will remain as the University's property.
- All changes in writing of the system components will be recorded on the University's plans and specifications maintained at the Facilities Management campus office.
- Failure to comply with any of the above may result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.

Response Time: Contractor are required to provide emergency response time of no more than 2 hours from time call received to time technician(s) arrives at the University. Contractor are required to respond within 2 working days for planned work.

Fabrication Services: When requested, the Contractor shall make equipment and trained personnel available as requested to perform fabrication, cutting, grooving, saddling, and welding of sprinkler components to University specifications.

Installation Services: When requested, the Contractor shall provide qualified personnel to perform project installation, renovation, and relocation services of sprinkler systems.

When requested, the Contractor shall make available for sale sprinkler components such as pipes, clamps, alarms, and sprinkler heads. To assure a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the systems. These spare parts shall be genuine, original manufacturer's parts or approved equals. Contractor will be responsible to insure a supply of sprinklers (minimum of six (6)) corresponding to the types and

temperatures used on the premises of each campus and shall be kept in a cabinet located where temperatures will at no time exceed 100 degrees F; as shall an appropriate sprinkler wrench(s). The systems are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

The Contractor must provide, at no charge, all tools and equipment including personal protective equipment, power and hand tools and related accessories, staging, scaffolding, motor vehicles, safety equipment and signage.

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 five (5) 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

Requirements - Cost Response –

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

Contract for Services

1. Label this Section 3 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 7**.

Confidential Information

1. Label this Section 4 in the response.
2. Provide the documents as outlined in **RFP Section 8**.

Attachments

1. Label this Section 5 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 – 40 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. – **5 points**
- 4.1.2 Describe, in detail, your company's ability providing the products / services to applicable Schedule(s) described in **Section 2** of this document. – **15 points**
- 4.1.3 Describe, in detail, your company's ability to provide the required two (2) hours or less response time for emergency calls and two (2) days or less response time for planned work. – **5 points**
- 4.1.4 Provide proof of licensing and / or certification if applicable. – **5 points**
- 4.1.5 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years. – **5 points**
- 4.1.6 Provide responses and / or corrective actions if your company received any OSHA citations within the last five (5) years. – **5 points**

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. **Respondents**

are to use only economic impact from awarded schedule(s). Do not use estimated economic impact for on-call hourly rates.

4.4 Cost Response – 40 Points

4.4.1 General Instructions:

4.4.1.1 The Respondent must submit a cost response that covers the first year of the Agreement.

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.

4.4.1.5 Cost for each scheduled service will be used for scoring purposes. Hourly rates will not be used for scoring purposes, awarded Respondent will not be the sole contractor for on-call services beyond scheduled testing, inspection and cleaning of life safety systems.

4.4.2 Cost Response Form Instructions – Appendix B

4.4.2.1 The Respondent **MUST** fill out **all applicable Exhibit(s)** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of applicable Exhibit(s), email the contact provided on the cover page of this document.

SECTION 5 - REQUIREMENTS

5.0 Section 5 is intentionally left blank

SECTION 6 - REQUIREMENTS

6.0 Section 6 is intentionally left blank

SECTION 7

7.0 Contract for Services Requirements – 5 Points

- 7.1 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.

- 7.1.1 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 8

8.0 Confidential Information

- 8.1 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

- 8.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

SECTION 9

9.0 List of Appendices and Related Documents

This section lists documents which are included.

- 9.1 Appendix A – University of Maine System Response Cover Page
- 9.2 Appendix B – Cost Response Form
- 9.3 Exhibit 1 – Schedule I Pricing
- 9.4 Exhibit 2 – Schedule II Pricing
- 9.5 Exhibit 3 – Scheduled III Pricing
- 9.6 Exhibit 4 – Scheduled IV Pricing
- 9.7 Appendix C – Economic Impact Form
- 9.8 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP #030-17
University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning of Life Safety Systems Services

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

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the 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 #030-17

University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning Life Safety Systems Services

Respondent's Organization Name:

The firm, fixed prices for normal scheduled testing, inspection, and / or cleaning of systems are to be all-inclusive and shall include, but not limited to, labor, mileage, insurance, mobilization, demobilization, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the work according to "normal" industry standards. Overhead shall include, but not limited to, all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. The University will not pay any additional expenses related to fixed cost for normal scheduled quarterly, semi-annually and annual testing, inspection, and/or cleaning of systems covered under the annual cost of Life Safety Systems Services.

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

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

Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date.

Exhibit 1 – Schedule I – Fire Detection, Alarm & Communication Systems Services Pricing

Quote for Schedule I – Fire Detection, Alarm & Communication Systems Services

FACILITY ID	FACILITY NAME	BUILDING AREA sq. ft.	FIRE PANEL MAKE & MODEL	ANNOUNCEATOR PANEL MAKE & MODEL	TOTAL NUMBER OF PULL STATIONS	TOTAL NUMBER OF SMOKE DETECTORS	TOTAL NUMBER OF HORN STROBES	TOTAL NUMBER OF DUCT SMOKE DETECTORS	TOTAL NUMBER OF HEAT DETECTORS	TOTAL NUMBER OF ELEVATORS	TOTAL NUMBER OF ELEVATOR HEAT DETECTORS	Strobes
7P101	Campus Cntr./Kelly Comm.	39,093	Gamewell Z400		10	6	12	4	2	1	2	
7P080	Emerson Hall	43,335	Gamewell IF610-126		11	33	19		20	1	2	9
7P130	Facilities Management	6,483	Simplex 4002	Simplex 4002	6	18	6		1			
7P040	Folsom/Pullen Hall	46,967	Simplex 4010		15	39	39	1	33	1	2	10
7P210	Gentile Hall	47,000	Notifier/Firewarden 100		15	7	48	4	2	1	2	
7H001	Houlton Cntr.	15,662	Notifier SFP - 1024	Notifier	2		21	2	4			
7P110	Library	28,492	Simplex 4208		7		6	1	47	1		
7P120	Merriman Hall	19,525	Gamewell Z400	SAE	8	21	16		13	1		5
7P020	Normal Hall	26,954	Notifier System 500		13	22	10					
7P090	Park Hall	26,114	Gamewell Z400	SAE	10	25	21		11			5
7P030	Preble Hall	29,700				9		3				
7P060	South Hall	22,289	Zans 200		12	15	10		16	1	5	2
7S001	Skyway (STR)	8,772	Notifier SFP - 2404	Notifier	2	7	3		2			
7P070	Wieden Hall	37,807	Simplex 4010	Simplex	9	16	18		23			4

TOTAL SCHEDULE I ANNUAL COST

\$ _____

Exhibit 3 – Schedule III - Sprinklers, & Fire Pumps Suppression Systems Services Pricing

Quote for Schedule III – Sprinklers & Fire Pumps

FACILITY ID	FACILITY NAME	BUILDING AREA (sq. ft.)	TOTAL # OF SYSTEM/ RISERS	TOTAL # OF WET (WATER & ANTIFREEZE)	TYPE OF ANTIFREEZE IN LOOP	TOTAL # OF DRY	TOTAL # OF SPRINKLER BACKFLOW PREVENTORS	FIRE PUMP
7P101	Campus Cntr./Kelly Comm.	39,093	2	1		1		1
7P080	Emerson Hall	43,335	1	1				
7P040	Folsom/Pullen Hall	46,967	1	1 (2 loops)	1 glycol		2	
7P210	Gentile Hall	47,000	1	1			1	
7H001	Houlton Cntr.	15,662	1	1				
7P110	Library	28,492	1	1				
7P120	Merriman Hall	19,525	1	1				
7P020	Normal Hall	26,954	1			1		
7S017	17/19 Northern Ave	4,068	1	1	glycol			
7S021	21/23 Northern Ave	4,068	1	1	glycol			
7P090	Park Hall	26,114	1	1				
7P030	Preble Hall	29,700	1			1		
7P160	President's House	6,099	1	1			1	
7P060	South Hall	22,289	1			1		
7S001	Skyway (STR)	8,772	1	1	glycol		1	
7P070	Wieden Hall	37,807	1	1	glycol		2	

QUARTERLY

ANNUAL COST

**TOTAL Schedule III
Sprinklers & Fire Pumps**

\$ _____

X 4 = \$ _____

Labor Hourly Rates: Provide rates for all labor classifications applicable to the quoted service trade for services not included in normal scheduled preventative maintenance. 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, small tools, standard materials packages, and expendables. Regular working hours Monday to Friday shall be determined by and provided by each University's Department of Facilities Management. Provide rates for after hours, holiday, weekend work and emergency work. Provide travel rates for non-scheduled preventative maintenance call-ins.

	Regular Hours	Overtime/Weekend Holiday/Emergency 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.
g. Travel for Non-Emergency Call-ins	\$_____/hr.	
h. Travel for Emergency Call-ins	\$_____/hr.	
i. Additional Cost:	\$_____/hr.	

Specify Type of Labor: _____

Specify Additional Cost: _____

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 4:00 p.m. Provide rates for after hours, holiday and weekend work.

Regular Hours

Overtime/Weekend/Holiday hours

a. Aerial Lift \$_____/hr. \$_____/hr.

Specify Size of Lift _____

b. Other Equipment
With Operator \$_____/hr. \$_____/hr.

Specify Type of Equipment _____

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: _____%

Appendix C – Economic Impact Form

University of Maine System ECONOMIC IMPACT FORM

RFP #030-17

University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning of Life Safety Systems Services

Respondent's Organization Name:

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	\$
Total <u>overall</u> Recent Economic Impact	\$

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	\$
Total Projected Economic Impact <u>only</u> from awarded contract, if selected	\$

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 #030-17 Issue Date **September 02, 2016** Titled **University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning of Life Safety Systems Services Contractor's Bid in Response to Request for Proposal #030-17** Proposal Submission Date **September 28, 2016** Titled **University of Maine at Presque Isle Scheduled Testing, Inspection, & Cleaning of Safety Systems Services**

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

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

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

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on **November 1, 2016** and shall terminate on **October 31, 2017**, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewals** upon the parties' mutual agreement.
3. **Payment**:
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. 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. **“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.

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:** UMPI 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.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran

status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

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

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

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, Payment shall be made upon submittal of an electronic invoice to the University by the Contractor to the billing contact information supplied on the Purchase Order. University standard payment terms are made on a 2/10 net 30 basis, unless otherwise negotiated herein. 2/10 net 30 is defined as 2 percent discount for payment(s) to vendor within 10 days or pay full amount (net) of accounts payable in 30 days. Questions regarding invoices will be directed to:

Accounts Payable Shared Services

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

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A - Specifications of Work to be Performed**
 - C. **Rider A-1 – Pricing**
 - D. **Rider B-1 – Insurance Requirements**
 - E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
 - F. **Contract Amendments** as required
 - G. **Request for Proposal #030-17 Issue Date September 02, 2016 Titled University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning of Life Safety Systems Services**
 - H. **Contractor's Bid in Response to Request for Proposal #030-17 Proposal Submission Date September 28, 2016 Titled University of Maine at Presque Isle Scheduled Testing, Inspection & Cleaning of Life Safety Systems Services**

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

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

27. Smoking Policy

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

Signatures

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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

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

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

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

PRODUCT SCOPE OF WORK:

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

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

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

PERFORMANCE TERMS AND CONDITIONS

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

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

4. **Accident / Injury Notification:** The 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.

- 5. Emergency Notification:** The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
- 6. Solid Waste Removal:** The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
- 7. Protection and Security of Building and Property:** The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under this contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property, including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.
- 8. Warranty of Materials and Workmanship:** Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment or contents resulting from the use of inferior materials, equipment and workmanship.
- 9. Access to Buildings:** Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement cost of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations. Additional requirements may be added by the Department of Facilities Management.
- 10. Alternates:** Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
- 11. Identification:** Contractors are required to contract each University Department of Facilities Management to determine identification requirements prior to work.
- 12. Environmental Compliance:** In the event that the resulting Agreement involves the

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

- 13. Service Requirements:** Inspections and testing are to be pre-scheduled, in advance, with the Department of Facilities Management. The exact days and times shall be determined by the University Department of Facilities Management.

System Impairment notification to Department of Facilities Management, the University of Maine System Office and the local fire department are required any time systems are taken off line.

There will be one representative from the Facilities Department assigned to the inspection/testing operators on each visit to disable and reset the fire alarm systems. All other manpower will be provided by the testing contractor.

Return of Premises: Upon completion of any services, the Contractor's employee will return all space disrupted by maintenance work to a neat and clean condition.

The Contractor is to ensure 24-hour availability for emergency and/or unscheduled service.

Contractor shall inspect and test fire protection systems and components including gauges, valves, sprinkler heads and all other devices in accordance with the requirements described in the NFPA 25 code.

Inspection shall include quarterly, semi-annual and annual inspections in accordance to the latest addition of the NFPA 25 code. All systems shall have 3 to 5 year maintenance performed, including parts and labor in accordance with the NFPA 25 code as required and determined by each University Department of Facilities Management. Cleaning of sprinkler heads is required during the time of inspection with labor included.

All back flow devices shall be inspected as per the latest addition of the NFPA 25 code.

All fire pump inspections shall be included in accordance to the latest edition of the NFPA 25 code.

Following each preventive maintenance inspection, the Contractor must issue a signed certification of all deficiencies found and the corrective actions taken to remedy the issue along with the appropriate form from Appendix B.1 of the NFPA 25 code. The certification

must be submitted to the University Director of Facilities Management, or their designee and typewritten, complete, and with the date and time of the test, by person(s) involved, measured valves, visual observations, results of service, etc.

Five Year Tests: The Contractor shall perform Five Year Tests when they come due. During the appropriate year of this contract the testing contractor must perform a five year internal pipe inspection in accordance with NFPA requirements.

All available building floor plans will be made available for review in the Facilities Management Office.

On-Site Records: The Contractor shall provide, and keep current, a check chart suitable for each system, to indicate the status of all scheduled inspections and work performed and the date of performance. The chart shall be posted at the sprinkler system riser or other location convenient to each system. The Contractor must initial and date the chart to indicate that the work has been accomplished.

Three (3) copies of the detailed written reports (in accordance with NFPA) shall be prepared by the contractor and issued to the Facilities Management Department after each regular or emergency visit. Payment to the contractor will NOT be made until reports are received and approved by the University.

Licenses: The Contractor agrees to obtain any licenses and certifications from Federal, State and Local Authorities needed to permit their firm to carry out the activities hereunder and further agrees to comply with all Federal, State and Municipal Laws and Ordinances relative to activities herein.

The Contractor(s) is to insure that all systems are maintained and in full operating condition.

The Contractor shall perform all inspections, testing and preventative maintenance service under this agreement during regular working hours (Monday through Friday 7:00 AM to 4:00 PM), unless arrangements are made in advance with the University Department of Facilities Management.

When requested, the Contractor shall provide complete maintenance and repair services on all Life Safety Systems in accordance with all Federal, State, Local and University laws, rules and regulations.

All equipment operated by electric current must be UL approved.

14. Communication: It is expected that the Contractor, generally through the primary mechanic, shall maintain good communications with the Department of Facilities Management regarding the following:

Prompt notification of major work required, safety related or serious problems, and unusual circumstances.

- Notification of any damaged or abused equipment.
- Notification of any equipment not operating as designed.
- Notification of shutdown of any equipment.

Feedback of maintenance problems, and equipment performance through clear and well

documented service slips.

Contractor shall arrange annual update meeting with the Contract Administrator or designee.

- 15. Documentation:** The University requires that the Contractor maintain full documentation of inspections and such documentation will be maintained at the Department of Facilities Management. This will include, but not be limited to, and as applicable by trade the following:

Within thirty (30) days after award of contract, the Contractor shall develop a written inspection program including a schedule of required inspections, repair record forms, and maintenance testing procedures.

Reports of all service calls and failures.

Report of major or safety related problems encountered or any equipment not operating to design specifications.

Repair logs to document all work done on each system. Original maintenance records will remain as the University's property.

All changes in writing of the system components will be recorded on the University's plans and specifications maintained at the Facilities Management campus office.

Failure to comply with any of the above may result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.

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

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

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

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

- 19. Parts Supply:** Contractor will be responsible to insure a supply of sprinklers (minimum of 6) corresponding to the types and temperatures used on the premises shall kept in a cabinet located where temperatures will at no time exceed 100 degree F; as shall an appropriate sprinkler wrench(s).

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

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

22. Work Hours: Service calls placed between the hours 7:00 AM and 4:00 PM will be paid straight time hourly rate as quoted in the response. Contractors must respond within 2 hours of a call. Straight time hourly rate shall apply for hours between 7:00 AM and 4:00 PM and Overtime rates apply for the hours between 4:00 PM and 7:00 AM.

Travel time rates shall be charged by the hour. Travel time rates shall include Contractor's employee hourly rate and all travel expenses including, but not limited to, mileage, fuel, insurance, overhead, etc.

**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	General Aggregate	\$5,000,000 per occurrence or more
2	Products & Completed Operations Aggregate	\$5,000,000 per occurrence or more
3	Personal Injury Aggregate	\$2,000,000 per occurrence or more
4	Each Occurrence for Contracts Under \$1 million	\$5,000,000
5	Each Occurrence for Contracts \$1 million and above	\$5,000,000
6	Medical Payments (Any One Person)	\$5,000
7	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
9	Personal / Advertising Injury	\$1,000,000 per occurrence or more
10	Professional Liability Insurance	\$1,000,000 per occurrence or more

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

Print Name: _____

Address (number, street, and apt. or suite no.): _____

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

Individual/Sole Proprietor Business Name, if different from above _____
Social Security Number ____ - ____ - ____
- or - Business EIN ____ - ____ - ____

Partnership EIN ____ - ____ - ____

Corporation EIN ____ - ____ - ____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

Limited Liability Company EIN ____ - ____ - ____

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN ____ - ____ - ____

Government Entity EIN ____ - ____ - ____

Estate or Trust EIN ____ - ____ - ____

All other Entities EIN ____ - ____ - ____

Part 2 Exemption:

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

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person: _____ Date: _____

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

