



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

Mechanical & HVAC Preventative Maintenance,
Inspection & Repair Services for University of
Maine Hutchinson Center

RFP #043-17

Issued Date: November 3, 2016

Response Deadline Date/Time: November 22, 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 – **UM Hutchinson Center Mechanical Services -
RFP#043-17**

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 Hutchinson Center is seeking responses to provide Mechanical & HVAC Preventative Maintenance, Inspection & Repair 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).

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 Hutchinson Center, 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).

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. Contractor shall provide proof of all Federal and / or State of Maine licenses and / or certifications required to perform the work required.

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	50
Section 4 (4.3)	References	5
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	30
Section 8	Contract for Services	5
	Total Points	100

Section 4 (4.5 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:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (30) = \text{prorated score}$$

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 8 – 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' Optional Pre-Bid Conference	November 9, 2016 9 AM EST
Section 1, 1.7	Deadline for Written Inquiries/Questions	November 14, 2016 End of Business
Section 1, 1.7	Response to Written Inquiries/Questions	November 16, 2016 End of Business
Section 1, 1.16	Deadline for Proposal Submission	November 22, 2016 2:00 PM EST
	Award Announcement (subject to change)	December 23, 2016
	Estimated Agreement Start Date (subject to change)	January 1, 2017

1.7 Respondents' Optional Pre-Bid Conference

A conference will be held on November 9, 2016 at 9:00 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 Hutchinson Center 80 Belmont Ave, Belfast Maine. 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 November 8, 2016** with the name(s) and title(s) of the individual(s) who will attend.

1.8 Communication with the University

It is the responsibility of the 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.

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. **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 individual Campus Department of Facilities Management. **Contracts shall start January 1, 2017 and expire December 31, 2019 with the option for three (3) 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.

1.10 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	General Aggregate	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	Combined Single Limit \$1,000,000 per occurrence or more OR Split Limits \$1,000,000 bodily injury \$1,000,000 property damage
3	Products & Completed Operations Aggregate	\$2,000,000 per occurrence
4	Personal Injury Aggregate	\$1,000,000 per occurrence
5	Each Occurrence for Contracts under \$1 million	\$1,000,000
6	Each Occurrence for Contracts \$1 million and above	\$2,000,000
7	Personal / Advertising Injury	\$1,000,000 per occurrence
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel; Statutory Limits
9	Medical Payments (Any One Person)	\$5,000

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:

All prices quoted shall remain firm for the first two (2) years of the contract. All normal scheduled maintenance, testing, inspection and / or cleaning of equipment

shall be invoiced and paid quarterly. All non-scheduled services shall be invoiced and paid once work has been completed.

The firm, fixed prices for normal scheduled maintenance, testing, inspection, and / or cleaning of equipment listed 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 maintenance, testing, inspection, and / or cleaning of equipment listed 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.

1.22 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 8.0** 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 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

The University of Maine Hutchinson Center seeks the services of a qualified Contractor with expertise in Mechanical and HVAC Systems. The Contractor shall provide a comprehensive heating, ventilation, air-conditioning (HVAC) maintenance and repair program for the University of Maine Hutchinson Center. The work will include a total preventative maintenance program including, but not limited to, the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained Mechanical / HVAC systems providing quality air for employees, students, and the public. The Contractor shall provide inspections and preventative maintenance to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life as well as perform scheduled inspections. Contractor shall provide chiller maintenance, boiler maintenance, rooftop maintenance, exhaust fan maintenance, split system maintenance, pump maintenance, building automation system maintenance, fan coil units filter & belt inspection & replacement, and written reports provided to the University after each visit. Contractor shall provide qualified personnel 24 hours a day, 7 days per week for emergency and non-emergency calls requiring service.

The Contractor shall provide:

Mechanical & HVAC Inspections:

The Contractor shall provide routine schedule to perform inspection tasks on the HVAC system that includes the following, as applicable:

Coils	Compressor Operations	Motor Operations
Voltage & Amp Draws	Refrigerant Charge	Cabinets & Ductwork
Heat Exchangers	Refrigerant Piping	Bearings
Belts & Pulleys	Blowers	Condensate Drain
Operating/Safety Controls	Oil Levels	Water Levels
Electrical/Relays & Contactors at Equipment	Reversing Valves	Fans/Blades

Preventative Maintenance Actions:

The Contractor shall provide during scheduled inspections provide a proactive, hands-on maintenance services to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. Services may include, but not limited to:

Fan Blade/Blower Cleaning	Bearing Lubrications	Motor Lubrications
Safety Control Adjustments	Condensate Drain Cleaning	Coil Cleaning
Belt Adjustment/Replacements	Calibrations	Oil Analysis
Operating Control Adjustments	Equipment Cleaning	
Refrigerant Charge Adjustments		

Filter Service/Changes:

The Contractor shall provide filter service/changes determined for best operating conditions and overall value to the University. Type and frequency of service to be determined based on needs. Filter service to be included per schedule:

1. Removal and proper discard of used filters/medias
2. Provide and deliver to the University replacement filters/medias
3. Install Filters
4. Wash Filters as required and as applicable

Semi-Annual Chiller Maintenance:

The Contractor shall perform semi-annual chiller maintenance in the spring and fall. Services include, but not limited to, the following:

Spring Maintenance:

1. Check unit for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten all electrical terminals, check for contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Start unit for proper operations and refrigerant pressures
7. Clean condenser coils
8. Document all readings
9. Report any uncorrected deficiencies

Fall Maintenance:

1. Check glycol levels

Semi-Annual Split System Maintenance

The Contractor shall perform semi-annual split system maintenance in the spring and fall. Services include, but not limited to, the following:

Condensing Unit Maintenance

1. Check for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten electrical terminals, check contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Check meg compressors (annual)
7. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
8. Document all uncorrected deficiencies, complete operating log and document all readings

Air Handler Maintenance

1. Change and/or adjust belts as needed
2. Change pleated filters semi-annually
3. Grease bearings
4. Check inlet guide vanes for proper operation and lubricate
5. Check linkages
6. Check all dampers and lubricate
7. Check motor amp draw
8. Check and tighten electrical connections

Semi-Annual Roof Top Unit Maintenance

The Contractor shall perform semi-annual roof top unit maintenance in the spring and fall. Services include, but not limited to, the following:

1. Check units for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and replace, if needed, belts
4. Check and tighten electrical terminals, check contacts for wear
5. Check crankcase heaters for proper operation
6. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
7. Lubricate where applicable
8. Document all uncorrected deficiencies, complete operating log and document all readings

Semi-Annual Pump Maintenance:

The Contractor shall perform semi-annual pump maintenance in the spring and fall. Services include, but not limited to, the following:

1. Grease all system pumps
2. Check for proper alignment
3. Tighten all electrical connections
4. Check for proper amp draw
5. Document any deficiencies

Annual Exhaust Fan Maintenance:

The Contractor shall perform annual exhaust fan maintenance. Services include, but not limited to, the following:

1. Change belts
2. Lubricate bearings and motors
3. Check amperage
4. Check alignment
5. Verify proper operation

Annual Oil Transfer Pump System Maintenance

The Contractor shall perform annual oil transfer pump system maintenance each fall. Services include, but not limited to, the following:

1. Lubricate oil pumps
2. Tighten all electrical connections
3. Check for proper amp draw
4. Verify proper operations
5. Document any deficiencies

Semi-Annual Building Automation Maintenance

The Contractor shall perform semi-annual building automation maintenance in the spring and fall. Services include, but not limited to, the following:

1. Provide a complete back up of systems operating parameters and programming
2. Check control panel wiring terminations
3. Check system batteries & change batteries annually
4. Annual points verification
5. Operator training

Semi-Annual Fan Coil Units

The Contractor shall perform semi-annual fan coil units maintenance in the spring and fall. Services include, but not limited to, the following:

1. Replace belts and filters

Annual Boiler Service:

The Contractor shall perform services including annual inspection, cleaning and overhaul of boilers. Services include, but not limited to, the following:

1. Burner drawer assemblies will be opened, cleaned, and adjusted as required by manufacturer's specifications. Lenses and glasses will be inspected and cleaned.
2. The fireside of boilers will be opened, cleaned and inspected. All flue-gas passage covers will be removed and inspected for general condition. Passages between boiler sections will be brushed clean of soot. Covers will be re-sealed and installed. All soot will be disposed of in accordance with all federal, state and local regulations.
3. All safety devices (i.e. water level controls and relief valves) will be checked for proper operation and general condition. All gaskets will be supplied and replaced if applicable. Relief valves that do not function or reseal properly will be replaced if necessary. The cost of replacement relief valves is not included in this scope of work and will be invoiced separately at cost plus for material cost.
4. Motors, fans, seals, pumps, couplings, and mounts will be inspected, checked for proper operation and general condition.
5. Covered Oil-Fired & Gas-Fired equipment Fuel filter elements, nozzles strainer screens, and electrodes will be replaced. Visual inspection of gas piping and control devices for general condition and signs of leakage is required.
6. OEM temperature controls will be cleaned and calibrated.
7. Electrical connections will be inspected and tightened. Ignition transformers will be checked for proper voltage output.
8. Drive belts, if applicable, will be replaced, aligned and tensioned.
9. Tighten all linkages and check for wear.
10. Lubricate motor and shaft bearings.

11. Inspect / Service all expansion tanks, if applicable.
12. Heating equipment will be fired, tested, and adjusted for maximum efficiency using a computerized combustion analyzer.
13. Recommendations for repair and / or replacement of equipment found to be defective and / or inoperative identified during servicing will be provided to the University along with a quoted estimate of cost. All work required to repair and / or replacement of equipment found to be defective and / or inoperative during annual servicing will be covered under this contract and shall be billed separately from the annual servicing agreement.
14. All other work and / or services deemed part of normal industrial standards for annual servicing of equipment covered under this contract.
15. Provide a work report detailing all work performed, condition of equipment serviced and materials used.

Documentation:

The Contractor shall provide the University with a work report of equipment that was serviced during the technician's visit to the University detailing all work performed, condition of equipment serviced, materials used, and all deficiencies.

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 – 50 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? – 5 Points
- 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. – 5 Points
- 4.1.3 Provide a statement describing your company's emergency and non-emergency response time to the Hutchinson Center. – 5 Points
- 4.1.4 Provide a detailed statement describing your company's ability to perform the required services outlined in Section 2 Scope of Work in this document. – 25 Points
- 4.1.5 Provide proof of licensing and / or certification if applicable. - 5 Points
- 4.1.6 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) 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.

4.4 Cost Response – 30 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 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 – Pricing
- 9.4 Exhibit 2 - BusinessRequirements-EvaluationMatrix.xls
- 9.5 University of Maine System, Contract for Services
- 9.6 Attachment A – University of Maine Hutchinson Center Equipment List

Appendix A – University of Maine System Response Cover Page

RFP #043-17
Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for
University of Maine Hutchinson Center

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 #043-17

Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for University of Maine Hutchinson Center

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

All prices quoted shall remain firm for the first two (2) years of the contract. All normal scheduled maintenance, testing, inspection and / or cleaning of equipment shall be invoiced and paid quarterly. All non-scheduled services shall be invoiced and paid once work has been completed.

The firm, fixed prices for normal scheduled maintenance, testing, inspection, and / or cleaning of equipment listed in **Attachment A** 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 maintenance, testing, inspection, and / or cleaning of equipment listed 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.

Normal Scheduled Services: Provide quarterly rates for all normal scheduled maintenance, testing, inspection, and / or cleaning of equipment listed in **Attachment A** 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.

Quote for Normal Scheduled Services of equipment listed in Attachment A

	<u>QUARTERLY</u>	X 4	<u>ANNUAL COST</u>
TOTAL:	\$ _____	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. Technician	\$ _____/hr.	\$ _____/hr.
c. Other Labor Rate	\$ _____/hr.	\$ _____/hr.
d. Travel for Non-Emergency Call-ins	\$ _____/hr.	
e. Travel for Emergency Call-ins	\$ _____/hr.	
f. 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 _____

Vendor Markup Percentage for Equipment Rental: _____%

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 #079-16
Elevator Maintenance, Inspection & Repair Services
University of Maine at Farmington

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 #043-17 Issue Date **November 3, 2016** Titled **Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for University of Maine Hutchinson Center**

Contractor's Bid in Response to Request for Proposal #043-17 Proposal Submission Date **November 22, 2016** Titled **Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for University of Maine Hutchinson Center**

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 **January 1, 2017** and shall terminate on **December 31, 2019**, unless terminated earlier as provided in this Contract with option for **three (3) 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. **“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:** Sherri Dow 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 #043-17 Issue Date November 3, 2016 Titled Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for University of Maine Hutchinson Center**
 - H. **Contractor's Bid in Response to Request for Proposal #043-17 Proposal Submission Date November 22, 2016 Titled Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services for University of Maine Hutchinson Center**

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

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

27. Smoking Policy

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

Signatures

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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

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

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

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

The University of Maine Hutchinson Center seeks the services of a qualified Contractor with expertise in Mechanical and HVAC Systems. The Contractor shall provide a comprehensive heating, ventilation, air-conditioning (HVAC) maintenance and repair program for the University of Maine Hutchinson Center. The work will include a total preventative maintenance program including, but not limited to, the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained Mechanical / HVAC systems providing quality air for employees, students, and the public. The Contractor shall provide inspections and preventative maintenance to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life as well as perform scheduled inspections. Contractor shall provide chiller maintenance, boiler maintenance, rooftop maintenance, exhaust fan maintenance, split system maintenance, pump maintenance, building automation system maintenance, fan coil units filter & belt inspection & replacement, and written reports provided to the University after each visit. Contractor shall provide qualified personnel 24 hours a day, 7 days per week for emergency and non-emergency calls requiring service.

The Contractor shall provide:

Mechanical & HVAC Inspections:

The Contractor shall provide routine schedule to perform inspection tasks on the HVAC system that includes the following, as applicable:

Coils	Compressor Operations	Motor Operations
Voltage & Amp Draws	Refrigerant Charge	Cabinets & Ductwork
Heat Exchangers	Refrigerant Piping	Bearings
Belts & Pulleys	Blowers	Condensate Drain
Operating/Safety Controls	Oil Levels	Water Levels
Electrical/Relays & Contactors at Equipment	Reversing Valves	Fans/Blades

Preventative Maintenance Actions:

The Contractor shall provide during scheduled inspections provide a proactive, hands-on maintenance services to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. Services may include, but not limited to:

Fan Blade/Blower Cleaning	Bearing Lubrications	Motor Lubrications
Safety Control Adjustments	Condensate Drain Cleaning	Coil Cleaning
Belt Adjustment/Replacements	Calibrations	Oil Analysis
Operating Control Adjustments	Equipment Cleaning	
Refrigerant Charge Adjustments		

Filter Service/Changes:

The Contractor shall provide filter service/changes determined for best operating conditions and overall value to the University. Type and frequency of service to be determined based on needs. Filter service to be included per schedule:

1. Removal and proper discard of used filters/medias
2. Provide and deliver to the University replacement filters/medias
3. Install Filters
4. Wash Filters as required and as applicable

Semi-Annual Chiller Maintenance:

The Contractor shall perform semi-annual chiller maintenance in the spring and fall. Services include, but not limited to, the following:

Spring Maintenance:

1. Check unit for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten all electrical terminals, check for contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Start unit for proper operations and refrigerant pressures
7. Clean condenser coils
8. Document all readings
9. Report any uncorrected deficiencies

Fall Maintenance:

1. Check glycol levels

Semi-Annual Split System Maintenance

The Contractor shall perform semi-annual split system maintenance in the spring and fall. Services include, but not limited to, the following:

Condensing Unit Maintenance

1. Check for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten electrical terminals, check contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Check meg compressors (annual)
7. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
8. Document all uncorrected deficiencies, complete operating log and document all readings

Air Handler Maintenance

1. Change and/or adjust belts as needed
2. Change pleated filters semi-annually
3. Grease bearings
4. Check inlet guide vanes for proper operation and lubricate
5. Check linkages
6. Check all dampers and lubricate

7. Check motor amp draw
8. Check and tighten electrical connections

Semi-Annual Roof Top Unit Maintenance

The Contractor shall perform semi-annual roof top unit maintenance in the spring and fall. Services include, but not limited to, the following:

1. Check units for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and replace, if needed, belts
4. Check and tighten electrical terminals, check contacts for wear
5. Check crankcase heaters for proper operation
6. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
7. Lubricate where applicable
8. Document all uncorrected deficiencies, complete operating log and document all readings

Semi-Annual Pump Maintenance:

The Contractor shall perform semi-annual pump maintenance in the spring and fall. Services include, but not limited to, the following:

1. Grease all system pumps
2. Check for proper alignment
3. Tighten all electrical connections
4. Check for proper amp draw
5. Document any deficiencies

Annual Exhaust Fan Maintenance:

The Contractor shall perform annual exhaust fan maintenance. Services include, but not limited to, the following:

1. Change belts
2. Lubricate bearings and motors
3. Check amperage
4. Check alignment
5. Verify proper operation

Annual Oil Transfer Pump System Maintenance

The Contractor shall perform annual oil transfer pump system maintenance each fall. Services include, but not limited to, the following:

1. Lubricate oil pumps
2. Tighten all electrical connections
3. Check for proper amp draw
4. Verify proper operations
5. Document any deficiencies

Semi-Annual Building Automation Maintenance

The Contractor shall perform semi-annual building automation maintenance in the spring and fall. Services include, but not limited to, the following:

1. Provide a complete back up of systems operating parameters and programming
2. Check control panel wiring terminations
3. Check system batteries & change batteries annually
4. Annual points verification
5. Operator training

Semi-Annual Fan Coil Units

The Contractor shall perform semi-annual fan coil units maintenance in the spring and fall. Services include, but not limited to, the following:

1. Replace belts and filters

Annual Boiler Service:

The Contractor shall perform services including annual inspection, cleaning and overhaul of boilers. Services include, but not limited to, the following:

1. Burner drawer assemblies will be opened, cleaned, and adjusted as required by manufacturer's specifications. Lenses and glasses will be inspected and cleaned.
2. The fireside of boilers will be opened, cleaned and inspected. All flue-gas passage covers will be removed and inspected for general condition. Passages between boiler sections will be brushed clean of soot. Covers will be re-sealed and installed. All soot will be disposed of in accordance with all federal, state and local regulations.
3. All safety devices (i.e. water level controls and relief valves) will be checked for proper operation and general condition. All gaskets will be supplied and replaced if applicable. Relief valves that do not function or reseal properly will be replaced if necessary. The cost of replacement relief valves is not included in this scope of work and will be invoiced separately at cost plus for material cost.
4. Motors, fans, seals, pumps, couplings, and mounts will be inspected, checked for proper operation and general condition.
5. Covered Oil-Fired & Gas-Fired equipment Fuel filter elements, nozzles strainer screens, and electrodes will be replaced. Visual inspection of gas piping and control devices for general condition and signs of leakage is required.
6. OEM temperature controls will be cleaned and calibrated.
7. Electrical connections will be inspected and tightened. Ignition transformers will be checked for proper voltage output.
8. Drive belts, if applicable, will be replaced, aligned and tensioned.
9. Tighten all linkages and check for wear.

10. Lubricate motor and shaft bearings.
11. Inspect / Service all expansion tanks, if applicable.
12. Heating equipment will be fired, tested, and adjusted for maximum efficiency using a computerized combustion analyzer.
13. Recommendations for repair and / or replacement of equipment found to be defective and / or inoperative identified during servicing will be provided to the University along with a quoted estimate of cost. All work required to repair and / or replacement of equipment found to be defective and / or inoperative during annual servicing will be covered under this contract and shall be billed separately from the annual servicing agreement.
14. All other work and / or services deemed part of normal industrial standards for annual servicing of equipment covered under this contract.
15. Provide a work report detailing all work performed, condition of equipment serviced and materials used.

Documentation:

The Contractor shall provide the University with a work report of equipment that was serviced during the technician's visit to the University detailing all work performed, condition of equipment serviced, materials used, and all deficiencies

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 associated 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 contact 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, alkalis, 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.

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

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.

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

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.

13. 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.

14. 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, 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.

15. System Downtime: 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.

16. 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.

17. 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.

18. Systems & Equipment: The systems and equipment 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.

19. 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.

20. 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 one (1) hours of a call and be on site within three (3) hours if needed from time of initial 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.

**ATTACHMENT A
UNIVERSITY OF MAINE HUTCHINSON CENTER EQUIPMENT LIST**

Contract shall cover the following equipment:

# of Units	Manufacturer	Description
• 1	Trane	RTAA125 Air Cooled Chiller
• 2	Bryan	CL 120-W-FDO Water Tube Boilers w/ Burners
• 2	HB Smith	Boilers w/ Powerflame Burners
• 4	Aaron	Rooftop OAC Units
• 1	Aaron	Rooftop RAC Unit
• 4	NA	Mini-Split A/C Units
• 1	Liebert	Split System
• 4	NA	Bathroom Exhaust Fans
• 6	NA	Hot Water Pumps
• 2	NA	Chilled Water Pumps
• 2	NA	Oil Transfer Pump Systems
• 1	Alerton System	Fan Coil Units

**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	\$2,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	Combined Single Limit \$1,000,000 per occurrence or more OR Split Limits \$1,000,000 bodily injury \$1,000,000 property damage
3	Products & Completed Operations Aggregate	\$2,000,000 per occurrence
4	Personal Injury Aggregate	\$1,000,000 per occurrence
5	Each Occurrence for Contracts under \$1 million	\$1,000,000
6	Each Occurrence for Contracts \$1 million and above	\$2,000,000
7	Personal / Advertising Injury	\$1,000,000 per occurrence
8	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel; Statutory Limits
9	Medical Payments (Any One Person)	\$5,000

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.

