



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

PEST MANAGEMENT SERVICES FOR
UNIVERSITY OF MAINE FACILITIES
MANAGEMENT & AUXILIARY SERVICES

RFP #064-16

Issued Date: April 26, 2016

Response Deadline Date/Time: May 19, 2016 5:00 P.M. E.S.T.

Response Submission Information:

University of Maine System
Office of Strategic Procurement

Submitted electronically to **roger.ward@maine.edu**
Email Subject Line – **UM Pest Services - RFP#064-16**

Response Contact Information:

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

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SECTION 1

1.0 General Information

1.1 Definition of Parties

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

1.2 Purpose

The University of Maine is seeking responses to provide Pest Management 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, 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).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.

Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.

University of Maine

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

1.4 Eligibility to Submit Responses

1.4.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document. The respondents are required to be licensed and certified by the Maine Department of Agriculture Board of Pesticide Control to apply pesticides. **Respondents are required to provide canine detection services.**

1.5 Evaluation Criteria

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

Submission Requirements	Category	Points
Section 4 (4.1)	Organization Qualifications and Experience	35
Section 4 (4.2)	References	10
Section 4 (4.3)	Economic Impact Within State of Maine	10
Section 4 (4.4)	Cost Response	40
Section 7	Contract for Services	5
	Total Points	100

Section 4 (4.4 Only) – Cost Response

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

The scoring formula is:

$$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (40) = \text{pro-rated score}$$

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

Section 7 – Contract for Services

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

1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Respondents' Optional Pre-Bid Conference	May 5, 2016 1:00 PM – 3:00 PM
Section 1, 1.7	Deadline for Written Inquiries/Questions	May 10, 2016 End of Business
Section 1, 1.7	Response to Written Inquiries/Questions	May 13, 2016 End of Business
Section 1, 1.16	Deadline for Proposal Submission	May 19, 2016 5:00 PM E.S.T.
	Award Announcement (subject to change)	June 1, 2016
	Estimated Agreement Start Date (subject to change)	July 1, 2016

Respondents are to register for Pre-Bid Conference by using the **Response Contact Information** provided on the cover sheet of this document by 3:00 P.M. E.S.T. May 4, 2016.

1.7 Respondents' Presentations

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

1.8 Communication with the University

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

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

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

Refer to table in **Section 1, 1.5 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.

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

1.10 Award Protest

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

1.11 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will

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

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

1.12 Costs of Preparation

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

1.13 Debarment

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

1.14 Response Understanding

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

1.15 Response Validity

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

1.16 Non-Responsive Submissions

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

1.17 Response Submission

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

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

1.18 Authorization

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

1.19 Multi-Institutional

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

1.20 Contractor's Liability Insurance

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

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

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 be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Pricing shall be firm for the first year of the 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. **Fuel surcharges and/or travel charges will not be allowed.**

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 7.0** of this document.

1.24 Employees

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

1.25 Parking Regulations and Use of Walkways

The Contractor's vehicles and those of their employees working on the University must be registered with the University Police 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.

1.26 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 each Campus Facilities Manager of any unique hazards presented by its employees' planned activities and of any "unusual" hazards discovered by the Contractor's employees.

1.27 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.

1.28 Emergency Notification

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

1.29 Solid Waste Removal

The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.

1.30 Protection and Security of Buildings 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.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement cost of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations.

1.31 Access to Buildings

The University shall provide building keys and/or access cards in the performance of the work. The Contractor shall be responsible for the replacement cost of lost keys and/or access cards. If the University determines that keys and/or access cards lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations.

1.32 Identification

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

1.33 Pesticide Application

Application of extermination agents by Contractor shall be performed in accordance with the Maine Board of Pesticide Control Regulations. Safety Data Sheets shall be provided to the Contract Managers and kept in the logbook for the location where products is being used.

1.34 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 is seeking proposals from qualified Contractors for integrated pest management, extermination and on-call services. The Contractor shall provide all supervision, labor, materials and equipment necessary to accomplish the monitoring, management and eradication components of the pest program.

The Contractor shall be required perform monthly inspections of listed buildings, inspections of other locations as required, and shall be required to identify and treat pests consistent with Integrated Pest Management (IPM) principles in order to maintain control and to prevent infestations determined by the University Department of Facilities Management and Department of Auxiliary Services. Contractor shall provide on-call services as needed for pest management not included in monthly inspections. The University will notify the Contractor when call-backs are necessary. It is expected that the Contractor shall use the most effective preventive measures that will result in a minimum number of callbacks. Contractor shall provide weekly updates to contract administrators via email of work performed, treatment used, locations, next steps required and treatment plans.

The Contractor shall respond to non-emergency call-backs within one week. Requests to remove external nests of stinging insects shall require a usual response time of 24 hours but may be longer as determined by the University. Response time for nests located inside buildings shall be within 12 hours. When required, the response time for bed bug services shall be within 12 hours or 9:00 AM the next day.

- The University reserves the right to secure services from another provider and bill the Contractor for costs exceeding the contracted rates if the Contractor cannot meet emergency response time requirements.

Contractor's proposal shall include a monthly flat rate that covers all supervision, labor, materials, equipment and treatment that includes, but not limited to pesticides, baits, gels, pastes or granular materials to perform monthly scheduled interior and exterior inspections, IMP services and extermination services.

The Contractor shall comply with IPM principles by minimizing exposure and human risk to the maximum extent practicable using currently available technology and by including, at a minimum, the following control strategies:

- Use pesticides and applications methods that present the lowest potential hazard to people and the environment whenever possible, based on efficacy, volatility, potential exposure, the signal word on the pesticide label, the safety data sheet and any label language imposing a ventilation requirement.
- Use baits, gels, pastes or granular materials and crack crevice treatments whenever residents, children, sensitive individuals or non-consenting employees are in the same room.

- The use of Micro Encapsulated Pesticides is allowed when necessary. Wettable Powder Pesticides may be used only cases when immediate results must be met.
- Provide a written evaluation of conditions conducive to the development of pest problems and specific recommendations for practical non-pesticide control measures.

The Contractor's firm and all Contractor employees who may provide services under this RFP must be licensed and certified by the Maine Department of Agriculture Board of Pesticide Control to apply pesticides. **Subcontractors will not be allowed without written authorization by Contract Administrators.**

The Contractor shall coordinate ALL extermination activities with the University's Contract Manager.

Interior and exterior inspections for the following insect and rodents will be conducted on a routine basis and treated as necessary: roaches, earwigs, clover mites, springtails, fleas, ants (including carpenter & pavement), mice, rats, wasps, spiders, hornets, silverfish and ticks.

- Contractor will provide non-scheduled treatment at no additional cost for insects and/or rodents listed in above if infestation found within 48 hours of monthly inspection included in monthly service.

The following pest controls and others not specified herein will be considered exceptions and will be billed on an hourly basis:

- Carpenter Ants – hourly billing shall apply only when an inaccessible infestation occurs.
- Nest of hornets or wasps outside the building that requires the use of a ladder more than six (6) feet high.
- Honey bees, squirrels, bats and insects not specified herein.
- Flies: An optional house fly program may be included in the food handling areas during certain times of the year. Include information and pricing with your response.

The Contractor shall coordinate the management of insects and/or rodents not listed in with the designated University Contract Manager.

The Contractor shall perform services to detect, prevent, control and eradicate bed bugs on "as needed" basis. The Contractor, in coordination with the University's Contract Manager, shall provide specific treatments for the effective control and eradication of bed bugs. The Contractor shall have the labor, equipment and supplies necessary to provide treatments that may include, but not limited to the following:

- Insecticides (may be restricted in some areas due to sensitivity and facility use)
- Containerized heat
- Containerized fumigation

- Freezing
- Canine detection (Required)
- In-room heat (Preferred, must be approved by UM Auxiliary Services prior to use)

The treatment methods used by the Contractor shall have a proven history of successfully managing bed bug infestations.

The Contractor shall maintain one (1) logbook for all dining locations. One logbook will be maintained for all residential locations. One logbook will be maintained to include all other educational and general (E&G) buildings. Location of logbooks will be determined by University's Department of Facilities Management and Department of Auxiliary Services. Logbooks will include a detailed account of reporting and monitoring activities. Inspection and service reports will be provided at each visit and shall include the following information at a minimum: areas inspected and treated, pests and quantity of pest found, materials used, SDS, and any recommended suggestions for future prevention. If there is a charge for logbooks please indicate the cost on your equipment list.

All equipment shall be mapped and numbered as to placement and kept in the logbook. Equipment must be dated each time it is checked.

The University will provide all carpentry, preparatory or finish work when required in the execution of this Contract.

The Contractor shall be responsible for **posting and distributing** board-approved written notices in a prominent location at least 24 hours and up to 7 days prior to indoor liquid or aerosol pesticide applications in non-residential areas.

For pesticide applications in residential areas or in child care facilities, the Contractor shall deliver the written notice to the University's Project Coordinators in person. Prior to any pesticide application in these areas, the Contractor shall confirm that written notices have been sent to all residents of affected units and to parents of children enrolled in the child care facilities.

All board-approved notice forms must contain the name of the building and the date of pesticide application.

As part of scheduled pest management services, all buildings listed shall be treated at ground level as needed to discourage pests from entering the building. Areas to be inspected, monitored and treated include but are not limited to: Kitchen, Dining Room, Food Courts, Storage Areas, Recycle Rooms, Shipping/Receiving, Mechanical/Electrical Rooms, Restrooms, Basements, and Offices. The Contractor shall perform monthly inspections and treatments of scheduled locations in order to maintain control and to prevent infestations.

Equipment owned by the University includes 102 exterior bait stations and 38 interior trapper pest monitors in residential buildings. In Facilities buildings, 24 exterior bait stations, 14 mouse masters and 5 trapper monitors have been installed. Cutler Health Center has 6 exterior bait stations. Each Dining Hall has 6 exterior bait stations. Wells Dining has 2 Vector plasma fly units and 10 mouse masters. Fly lights are located at Memorial Union Marketplace. Compost Site has 4 exterior bait stations. Contractor shall

provide monthly inspection of University equipment listed above. The Contractor shall maintain equipment without incurring additional cost for the purchase of new equipment. When necessary, additional equipment shall be placed on an as needed basis throughout the term of the contract and billed separately. All chargeable equipment must be pre-approved by the University Contract Manager by campus prior to placement.

Include with your bid a complete list of equipment and indicate the cost to the University for all chargeable equipment. Cost for equipment shall remain firm throughout the contract period.

Additional buildings may be added to the regular monthly list of inspections throughout the term of the contract. The cost for additional buildings will be negotiated on an as needed bases and agreed upon by the University Campus Contract Manager and Contractor prior to services being performed.

Contractor Managers: The following shall be responsible for the operational management of the Contract for the University of Maine (Orono) Campus:

Residential Buildings and
Dining Halls:

Lyn Cassidy
Assistant Director for Operations
Auxiliary Services
24 Androscoggin Hall
207-581-4808

E&G Buildings:

David Fowler
Facilities Maintenance Manager
Facilities Management
101L Service Building
207-581-2652

Building Access: The following will serve as contacts for building access:

Residential Buildings
& Dining Halls:

Lyn Cassidy
Assistant Director for Operations
Auxiliary Services
24 Androscoggin Hall
207-581-4808

Jane Kosnow
Administrative Support
27 Androscoggin Hall
207-581-4854

E&G Buildings:

Work Control
Facilities Management
Service Building
207-581-4400

- Residential Buildings Logbook: One logbook will be maintained for all residential buildings with monthly inspections.

Androscoggin Hall
 Aroostook Hall
 Balentine Hall
 Colvin Hall
 Cumberland Hall
 Estabrooke Hall
 Doris Twitchell Allen Village (4 person residential units & community center)
 Gannett Hall
 Hart Hall
 Hancock Hall (including laundry facility)
 Kennebec Hall
 Knox Hall
 Oak Hall
 Oxford Hall
 Patch Hall (4 person residential units)
 Penobscot Hall
 Somerset Hall
 Stodder Hall
 York Hall

University Park, consisting of 13 multi-unit apartment buildings and two maintenance shops, shall be serviced monthly. Contractor shall provide treatment of spiders of exterior when determined by the Park Manager. Pre-scheduling is required. Bed bug inspections of recently vacated units shall be required prior to rental.

- Dining Halls Logbook: One logbook will be maintained for all Dining Hall. (Monthly Inspections)

Memorial Union Food Court (Market Place & Union Central)	22 Tin Cats 1 Vector Classic Fly Light 6 Exterior Bait Stations 1 Electrocuting Fly Light
Wells Dining	15 Tin cats 2 Vector Plasma 6 Exterior Bait Stations
York Dining	15 Tin Cats 1 Vector Plasma 6 Exterior Bait Stations
	6 Tin Cats

Hilltop Dining	2 Vector Fly Lights 6 Exterior Bait Stations
Fogler Library Snack bar on 1st floor University Club on 2nd floor	2 Mouse Master
Concession Booths 2 Alford Arena 1 Football field	2 Mouse Master

- Additional Monthly Inspection Logbooks: One logbook shall be maintained at each of the following four campus locations: Hannibal Hamlin Hall, Crossland Alumni Center, Jenness Hall and the Steam Plant.
- Logbook for E&G Buildings: One logbook will be maintained for all other E&G buildings. Services for all other University owned buildings, including the President's House, shall be coordinated on an as-needed basis at the contracted hourly rate.

SECTION 3

3.0 Response Submission Requirements

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

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

3.1 General Format Instructions

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

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

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

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

3.2 Proposal Format Instructions

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

Requirements - Organization Qualifications and Experience

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

Requirements - Cost Response

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

Requirements – Business Functional

1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 5**
 - 5.0 Business Functional Requirements

Contract for Services

1. Label this Section 4 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 7**.

Confidential Information

1. Label this Section 5 in the response.
2. Provide the documents as outlined in **RFP Section 8**.

Attachments

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

SECTION 4 - REQUIREMENTS

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

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

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

4.1 Organizational Qualifications and Experience 35 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? **Subcontractors will not be allowed.** (5 points)
- 4.1.2 Provide proof of all Federal and/or State of Maine licensing and/or certification. Contractor's firm and all Contractor's employees and subcontractors who may provide services under this RFP must be licensed and certified by the Maine Department of Agriculture Board of Pesticide Control to apply pesticides. (5 points)
- 4.1.3 Provide a statement describing your company's emergency response time. Indicate lead time (in hours) in order to provide one (1) experienced employee onsite. (5 points)
- 4.1.4 Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years. (5 points)
- 4.1.5 Provide list of any pests and/or rodents and/or small animals excluded from your services. (5 points)
- 4.1.6 Provide information regarding your company's approach to pest control using Integrated Pest Management (IPM). Include detailed information that will assist the University in understanding how you would apply IPM in the execution of this Contract. Provide examples of how and where you have been successful in implementing IPM at other institutions similar to the University. (5 points)
- 4.1.7 Provide information on the program and methods used to identify including the use of canine(s), control and eradicate bed bugs. Provide copy of canine certification for pest detection. **Provide a detailed breakdown of costs for each component of the program** including rates for services provided during business hours and after hours, nights

and weekends. Services for bed bug management may be awarded as a separate contract. (5 points)

4.2 References – 10 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 – 40 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 **Appendix B**, following the instructions detailed in Appendix B.

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 Appendix C – Economic Impact Form

9.5 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP #064-16 Pest Management Services for University of Maine Facilities Management & Auxiliary Services

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

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

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

Authorized Signature

Date

Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System COST RESPONSE FORM

RFP #064-16 Pest Management Services for University of Maine Facilities Management & Auxiliary Services

Respondent's Organization Name:

SUBMISSION REQUIREMENTS

- a) Respondents shall ensure that all information required is submitted with the response. All information provided shall 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 encourage 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.
- b) Additional buildings may be added on an as needed basis and pricing shall be negotiated between the University Campus Contract Manager and Contractor.
- c) Provide an hourly rate for extermination services for all other University Buildings and for pests/rodents not covered under this Contract (Section 2) at all buildings. Contractor shall not bill for travel time to and from campus. Hourly rate shall include staff training as requested by the University.

Cost/Hour (Business Hours) \$ _____

Cost/Hour (Nights, Weekends and Holidays) \$ _____

Provide an hourly rate for extermination services for covered buildings (residential and dining) if required after regular business hours, weekends or holidays:

Cost/Hour (during non-normal work hours) \$ _____

- d) Optional Fly Control Program for Food Handling Areas: Provide an optional monthly cost for a fly control program using the Vector Classic System or acceptable alternative system. Include energy usage of the

equipment (KW/24 hour). If used, would be limited to certain months during the year.

Cost for Optional House-Fly Equipment: \$ _____ /per unit

Cost for servicing Units: \$ _____ /month

e) Are you willing to be considered as a secondary contractor?

Yes _____ No _____

Monthly Scheduled Services for University of Maine Auxiliary Services

Additional Buildings: Additional buildings may be added to the regular monthly list of inspections throughout the term of the Contract. The cost for additional buildings will be negotiated on an as needed basis and agreed upon by the University and Contractor prior to services being performed.

a) Residential Inspections:

Provide a monthly cost per building for services as specified.

Androscoggin Hall	\$ _____
Aroostook Hall	\$ _____
Balentine Hall	\$ _____
Colvin Hall (Residential Section Only)	\$ _____
Cumberland Hall	\$ _____
Estabrooke Hall (Residential Section Only)	\$ _____
Doris Twitchell Allen Village (Including Community Center)	\$ _____
Gannett Hall	\$ _____
Hart Hall	\$ _____
Hancock Hall (including laundry facility)	\$ _____
Kennebec Hall	\$ _____
Knox Hall	\$ _____
Oak Hall	\$ _____
Oxford Hall	\$ _____
Patch Hall	\$ _____
Penobscot Hall	\$ _____
Somerset Hall	\$ _____
Stodder Hall (Residential Section Only)	\$ _____
York Hall	\$ _____

TOTAL MONTHLY COST FOR RESIDENCE HALLS: \$ _____

b) Food Service Areas Inspections:

Provide a monthly cost per building for services as specified:

Memorial Union Food Courts
(Market Place & Union Central) \$ _____

Wells Dining and Catering \$ _____

York Dining \$ _____

Hilltop Dining \$ _____

Fogler Library
(Snack bar on 1st floor and University Club on 2nd floor) \$ _____

Athletic Concession Booths
(2 at Alford Arena & 1 at the Football Field) \$ _____

TOTAL MONTHLY COST FOR FOOD SERVICE AREAS: \$ _____

c) Provide a cost per monthly inspection at the following locations:

University Park including Maintenance Shops \$ _____

Hannibal Hamlin Hall \$ _____

Estabrooke (E&G Section Only) \$ _____

Field House/Gym \$ _____

Crossland Alumni Center \$ _____

Jenness Hall \$ _____

Steam Plant \$ _____

Cutler Health Center \$ _____

TOTAL MONTHLY COST FOR THESE LOCATIONS: \$ _____

- Provide a cost for bed bug inspection services at University Park.

\$ _____/unit

- **Equipment**
Are you able to maintain the Mouse Masters which are currently in place?
_____Yes _____No

Are you able to maintain the Vector Fly Lights which are currently in place?
_____Yes _____No

- Please indicate the unit cost for logbooks and for all other equipment which the University may purchase throughout the term of the contract.

<u>Item</u>	<u>Unit Cost</u>
<u>Logbook</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Appendix C – Economic Impact Form

University of Maine System ECONOMIC IMPACT FORM

RFP #064-16

Pest Management Services for University of Maine Facilities Management & Auxiliary Services

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

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

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

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

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

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

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

Rider C – University of Maine System Standards for Safeguarding Information

Contract Amendments as required

Request for Proposal #064-16 Issue Date **April 26, 2016** Titled **Pest Management Services for University of Maine Facilities Management & Auxiliary Services**

Contractor’s Bid in Response to Request for Proposal #064-16 Proposal Submission Date **May 19, 2016** Titled **Pest Management Services for University of Maine Facilities Management & Auxiliary Services**

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

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

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

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

- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
- C. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
 5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
 6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
 7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
 8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
 9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
 10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
 11. **Administration:** Lyn Cassidy & David Fowler shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
 12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities

upon request. The university encourages the employment of qualified individuals with disabilities.

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

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

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:
Contact Name:
Address:
Phone Number:
Fax Number:

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

Accounts Payable Shared Services
Phone: [207-581-2692](tel:207-581-2692)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A** - Specifications of Work to be Performed
 - C. **Rider A-1** – Pricing
 - D. **Rider B-1** – Insurance Requirements
 - E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
 - F. **Rider C** – University of Maine System Standards for Safeguarding Information
 - G. **Contract Amendments** as required
 - H. **Request for Proposal #064-16** Issue Date **April 26, 2016** Titled **Pest Management Services for University of Maine Facilities Management & Auxiliary Services**
 - I. **Contractor's Bid in Response to Request for Proposal #064-16** Proposal Submission Date **May 19, 2016** Titled **Pest Management Services for University of Maine Facilities Management & Auxiliary Services**

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

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

27. **Smoking Policy**

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

28. Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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

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

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

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

The University is seeking proposals from qualified Contractors for integrated pest management, extermination and on-call services. The Contractor shall provide all supervision, labor, materials and equipment necessary to accomplish the monitoring, management and eradication components of the pest program.

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. **IPM Principles:** The Contractor shall comply with IPM principles by minimizing exposure and human risk to the maximum extent practicable using currently available technology and by including, at a minimum, the following control strategies:
 - a. Use pesticides and applications methods that present the lowest potential hazard to people and the environment whenever possible, based on efficacy, volatility, potential exposure, the signal word on the pesticide label, the safety data sheet and any label language imposing a ventilation requirement.
 - b. Use baits, gels, pastes or granular materials and crack crevice treatments whenever residents, children, sensitive individuals or non-consenting employees are in the same room.
 - c. The use of Micro Encapsulated Pesticides is allowed when necessary. Wettable Powder Pesticides may be used only cases when immediate results must be met.
 - d. Provide a written evaluation of conditions conducive to the development of pest problems and specific recommendations for practical non-pesticide control measures.

**RIDER A-1
PRICING**

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

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

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

Complete One:

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

[] Partnership EIN ____ - _____

[] Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

[] Limited Liability Company EIN ____ - _____

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

[] Government Entity EIN ____ - _____

[] Estate or Trust EIN ____ - _____

[] All other Entities EIN ____ - _____

Part 2 Exemption:

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

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

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

