



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

WASTE HAULING SERVICES
University of Southern Maine

RFP #090-17

Issued Date: April 25, 2017

Response Deadline Date/Time: May 19, 2017 by 2:00 p.m. EST

Response Submission Information:

Submitted electronically to **roger.ward@maine.edu**
Email Subject Line – **USM Waste Hauling Services - RFP#090-17**

Response Contact Information:

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

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

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".

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".

1.1.2 Background

Overview

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

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

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

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

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

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center,

General Counsel and Organizational Effectiveness partner to form the University Services organization.

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

Campus thumbnails

University of Southern Maine

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

1.1.3 Purpose

The **University of Southern Maine** is seeking responses to provide **Waste Hauling Services** as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The waste program at USM is overseen by the office of sustainability. The office of sustainability has a goal of achieving a 70% waste diversion rate by 2020. Therefore, the University actively works to minimize landfilled waste, while maximizing recycling and composting. The University also aims to decrease the carbon emissions associated with waste by at least 80% by 2040 as part of its goal to achieve carbon neutrality. The office of sustainability employs educational and programmatic tools to achieve progress toward both its waste diversion and carbon reduction goals.

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

Though this document is primarily for **University of Southern Maine**, all campuses in the University of Maine System must be afforded the use of

this solution, with all the same terms and conditions applicable to the various University locations.

1.1.4 Specifications / Scope of Work

The University of Southern Maine has seven (7) schedules covering waste hauling / removal for USM's Portland, Gorham and Lewiston-Auburn Campuses. **The University intends to award contract(s) to verified experienced Waste Hauling Contractor(s) on a schedule by schedule basis.** The University reserves the right to award contracts to as few Contractors as possible to meet the goals / needs of the waste management program while keeping cost down.

Awarded Contractor(s) are required by the University to provide monthly reports of weight of waste hauled. Food waste and oil shall be reported in gallons instead of lbs.

Waste Reduction Goals:

- Reduce overall waste across all three campuses: Portland, Gorham & Lewiston-Auburn
- Increase the amount and quality of single stream recyclables collected on all three campuses
- Discover new opportunities for waste reduction
- Develop innovative handling methods and new outlets for materials
- Build community, engagement, and awareness around issues related to waste
- Prevent as much waste as possible from entering landfill(s).
- Achieve a 70% waste diversion rate by 2020
- Achieve a 80% reduction in the greenhouse gas emissions from waste by 2040

Storm Water Run-off Requirements, Gorham & Portland Campuses:

- The University requires a secondary containment unit for **Gorham Campus Only** for the vegetable oil waste container in order to prevent spillage of vegetable oil into storm water run-off. The awarded Contractor will be required to have in place, and provide the University, a spill response protocol for spills caused by the Contractor for both Gorham & Portland Campuses. The University has a spill response for spills caused by the University and its dining Contractor.
- The University requires the awarded Contractor for composting to have in place a spill response protocol for spillage of compostable food scraps or leachate during removal for both Gorham & Portland Campuses. Protocol must be approved by the University.

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

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 following precedence will apply:

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

- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
- i. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 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 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 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. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

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.

1.2.4 Costs of Preparation

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

1.2.5 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.

1.2.6 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.

1.2.7 Pricing

All prices provided shall remain firm for the first year of the contract. Contractor is required to notify the Contract Administrator sixty (60) days prior to June 30 of each year. Notification shall include the new pricing as well as defined reasoning for the price increase(s). The University reserves the right to terminate the contract if the University deems the price increase does not reflect market price increase(s).

1.2.8 Contract Term

The initial term shall be for a period of three (3) years commencing upon July 1, 2017 and terminating June 30, 2020. With mutual written agreement of the parties this Contract may be extended for two (2) additional one (1) year periods.

1.2.9 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.

1.2.10 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the 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.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	Optional Respondents' Pre-Bid Conference	May 3, 2017 10:30 AM EST
Section 1.2.2	Deadline for Written Inquiries/Questions	May 5, 2017 End of Business
Section 1.2.2	Response to Written Inquiries/Questions	May 12, 2017 End of Business
Section 1.2.2	Deadline for Proposal Submission	May 19, 2017 2:00 PM EST
Section 2.2	Award Announcement (subject to change)	June 9, 2017
	Estimated Agreement Start Date (subject to change)	July 1, 2017

1.3.2 Respondents' Pre-bid Conference

A conference will be held on **May 3, 2017 at 10:30 AM EST** at Gorham Campus that shall be approximately 1.5 hours followed by a 1 hour break to allow Respondents and the University Employees to travel from Gorham to Portland and for lunch. Respondents and University Employees will reconvene at 1:00 PM at Portland Campus. The purpose of this conference is to provide Respondents' the opportunity to inspect pickup locations at each campus and inspection of University owned compactors located at Gorham and Portland Campuses. Attendance by all prospective Respondents is **OPTIONAL**.

The Pre-bid Conference will start promptly at 10:30 AM EST at the Facilities Management Office on the University of Southern Maine Gorham Campus, followed by meeting at the Facilities Management Office on the Portland Campus.

Respondents planning to attend this OPTIONAL 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 **4:00 PM EST May 1, 2017** with the name(s) and title(s) of the individual(s) who will attend.

1.3.3 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.4 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

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.

1.3.5 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.

1.3.6 Response Validity

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

1.3.7 Non-Response Submission

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

1.3.8 Respondents' Presentations

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

1.3.9 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.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 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:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	45
Appendix D	Economic Impact	10
Appendix E	Contract for Services	5
Appendix G&H	Organization, Qualifications, Experience and References	40
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

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:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (45) = \text{pro-rated score}$

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

2.1.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the "Response Cover Page" of their submission) is required to describe the Respondent's recent and anticipated economic impact upon and within the State of Maine.

The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

Recent Economic Impact: The highest recent economic impact will be awarded 5 points. Proposals with lower recent economic

impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is:
(Recent Economic Impact proposal being scored / Highest submitted recent Economic Impact proposal) x 5 = pro-rated score

Projected Economic Impact*: The highest projected economic impact will be awarded 5 points. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is:
(Projected Economic Impact proposal being scored / Highest submitted projected Economic Impact proposal) x 5 = pro-rated score

Projected Economic Impact is to be based **solely on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed explanation).*

Please note: If the University determines that the Respondent's recent and/or projected economic impact information is deemed to be substantially inaccurate, then the University may determine to not award any points for economic impact to that Respondent for the applicable section(s).

2.1.2.3 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. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

2.1.2.4 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.5 General, Implementation, Training and Support

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

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

The University 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, an Agreement may be awarded to that Respondent without further action.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 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.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

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 must 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 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.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 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 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. 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.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 – Response to Economic Impact

- 3.2.3.1 Label this response - Section 3 – Economic Impact Evaluation
- 3.2.3.2 Insert Appendix D – Economic Impact Evaluation Form

3.2.4 Section 4 - Contract for Services

- 3.2.4.1 Label this response - Section 4 – Contract for Services
- 3.2.4.2 Insert Appendix E – Contract for Services
- 3.2.4.3 Insert Appendix F – Certificate of Insurability Form

3.2.5 Section 5 - Response to Questions

- 3.2.5.1 Label this response - Section 5 – Response to Evaluation Questions & Related Information
- 3.2.5.2 Insert Appendix B – Debarment, Performance and Non-Collusion Certification
- 3.2.5.3 Insert Appendix G – Organization Reference Form
- 3.2.5.4 Insert Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

4.0 APPENDICES

- 4.1** Appendix A – University of Maine System Response Cover Page
- 4.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 4.3** Appendix C – Required Cost Evaluation Exhibits
- 4.4** Appendix D – Economic Impact Evaluation Form
- 4.5** Appendix E – Contract for Services
- 4.6** Appendix F – Certificate of Insurability Form
- 4.7** Appendix G – Organization Reference Form
- 4.8** Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Appendix A – University of Maine System Response Cover Page

RFP #090-17
Waste Hauling Services
University of Southern Maine

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:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. 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.
3. 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 response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, 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 the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

Continued - Appendix A – University of Maine System Response Cover Page

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #090-17
Waste Hauling Services
University of Southern Maine

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP #090-17
Waste Hauling Services
University of Southern Maine

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
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.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as "optional" and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. 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.

Exhibit 1 – Pricing

Complete all applicable Schedule Pricing. **The University will award on a schedule by schedule basis.**

SCHEDULE I – Portland Campus (University Owned)

25 Bedford Street, Portland, Maine 04104. Municipal solid waste generated in the City of Portland must be hauled to EcoMaine's Waste Energy Incinerator by Portland ordinance. Single Stream recycling created on the Portland Campus, as per University Contract, must be hauled to EcoMaine's recycling facility. 2016 resulted in twelve (12) pulls of solid waste and twelve (12) pulls for recycling for Portland Campus. The University would allow the awarded Contractor to bring an empty compactor and switch it out with the full University-owned compactor to be brought back at a later time if such arrangement will reduce the trips necessary to haul waste.

Location	Qty.	Size	Collection	Price per Pick-up
25 Bedford St.	1	30-yard Self-Contained Compactor (trash)	On-call	\$ _____
25 Bedford St.	1	30-yard Break-away Compactor (Single Stream Recycle)	On-call	\$ _____
Cleaning	x2 per year			\$ _____

The University currently owns its own compactors, but in the event that the compactors break down or become too expensive to maintain, please provide the cost for renting compactors provided by your company.

Location	Qty.	Size	Collection	Price per Pick-up
25 Bedford St.	1	30-yard Self-Contained Compactor (trash)	On-call	\$ _____
25 Bedford St.	1	30-yard Break-away Compactor (Single Stream Recycle)	On-call	\$ _____
Cleaning	x2 per year			\$ _____

SCHEDULE II – Gorham Campus (University Owned)

39 College Ave., Gorham, Maine 04038. University's solid waste generated in the Town of Gorham is currently being hauled to EcoMaine's Waste to Energy Incinerator. Single Stream recycling created on the Gorham Campus is currently being hauled to EcoMaine's recycling facility. While the University prefers to continue to haul solid waste and recycling to EcoMaine the University is open to alternative options for solid waste and / or recycling. 2016 resulted in twenty-four (24) pulls of solid waste and six (6) pulls of recycling for Gorham Campus. The University would allow the awarded Contractor to bring an empty compactor and switch it out with the full University-owned compactor to be brought back at a later time if such arrangement will reduce the trips necessary to haul waste.

Location	Qty.	Size	Collection	Price per Pick-up
39 College Ave.	1	30-yard Break-away Compactor (trash)	On-call	\$ _____
39 College Ave	1	35-yard Self-Contained Compactor (Single Stream Recycle)	On-call	\$ _____
Cleaning	x2 per year			\$ _____

The University currently owns its own compactors, but in the event that the compactors break down or become too expensive to maintain, please provide the cost for renting compactors provided by your company.

Location	Qty.	Size	Collection	Price per Pick-up
25 Bedford St.	1	30-yard Self-Contained Compactor (trash)	On-call	\$ _____
25 Bedford St.	1	30-yard Break-away Compactor (Single Stream Recycle)	On-call	\$ _____
Cleaning	x2 per year			\$ _____

SCHEDULE III – Lewiston-Auburn Campus (On-call / As-needed)

51 Westminister St., Lewiston, Maine. University's solid waste and single stream recycling generated at the Lewiston-Auburn Campus is currently being hauled by the Contractor to a location of their choice. The current Contractor currently provides both 8-yard cans for solid waste and single stream recycling. The University will require Contractor to continue to provide 8-yard cans for solid waste and single stream recycling and pricing shall include cost for providing 8-yard cans. **Pick-up is currently done on an on-call / as-needed basis.**

Location	Qty.	Size	Collection	Price per Pick-up
51 Westminister St.	1	8-yard (trash)	On-call	\$ _____
51 Westminister St.	1	8-yard (Single Stream Recycle)	On-call	\$ _____

SCHEDULE IV – All Campuses, as needed, on-call

On-call containers for miscellaneous bulky materials for recycling or disposal. Container sizes shown below are for comparison purposes only. The University may need containers other than those shown below.

The University will retain profits from scrap metal. All scrap metal is to be delivered to University's contracted vendor for scrap metal within a 20 mile radius of the University.

Location	Qty.	Size	Delivery	Monthly	Haul
Portland	1	4-yard	\$ _____	\$ _____	\$ _____
Portland	1	8-yard	\$ _____	\$ _____	\$ _____
Portland	1	10-yard	\$ _____	\$ _____	\$ _____
Portland	1	15-yard	\$ _____	\$ _____	\$ _____
Portland	1	20-yard	\$ _____	\$ _____	\$ _____
Portland	1	30-yard	\$ _____	\$ _____	\$ _____
Gorham	1	4-yard	\$ _____	\$ _____	\$ _____
Gorham	1	8-yard	\$ _____	\$ _____	\$ _____
Gorham	1	10-yard	\$ _____	\$ _____	\$ _____
Gorham	1	15-yard	\$ _____	\$ _____	\$ _____
Gorham	1	20-yard	\$ _____	\$ _____	\$ _____
Gorham	1	30-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	4-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	8-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	10-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	15-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	20-yard	\$ _____	\$ _____	\$ _____
Lewiston	1	30-yard	\$ _____	\$ _____	\$ _____

Tipping Fees for Clean Wood Per Net Ton (2,000 lbs.)

Portland \$ _____

Gorham \$ _____

Lewiston \$ _____

Tipping Fees for Demo Per Net Ton (2,000 lbs.)

Portland \$ _____

Gorham \$ _____

Lewiston \$ _____

SCHEDULE V – Food Waste / Portland & Gorham Compost

Suggest method, schedule and cost for removal of food waste / compost. The University estimates food waste / compost to total 60 – 80 tons annually. The Gorham Campus needs 64 gallon containers & Portland Campus needs 32 gallon containers to fit the space constraints and differences in volume. Currently the University owns 12 – 64 gallon units at the Gorham campus however all 32 gallon units are provided by the current Contractor. The University requires pricing for Contractor to provide both 64 gallon units for Gorham Campus and 32 gallon units for Portland Campus.

The University requires Food Waste / Compost to have a spill response protocol for spillage (see **Appendix H** question #6) by Contractor during removal per MS4 Permit Guidelines. Spill response protocol must be approved by the University.

Address each of the following:

- Cost – per gallon
- Provide cost for supplying 64 gallon units at Gorham Campus
- Provide cost for supplying 32 gallon units at Portland Campus
- Required minimum 2 per week pickup during academic year
- Method of on-site storage between pickups and associated cost, if any
- List of materials accepted and list of materials that need to be excluded, if applicable
- Availability of on-call cost for summer and / or school break pickups
- Location where waste will be taken and method of recycling

SCHEDULE VI – Waste Fryer Oil, Portland & Gorham Campuses

Suggest method, schedule and cost for removal of fryer oil waste. 2016 the University generated approximately 500 gallons of fryer oil for the Portland Campus and 1,500 gallons of fryer oil for the Gorham Campus. Currently the University is receiving reimbursement for waste fryer oil.

In Gorham, the University requires Waste Fryer Oil Contractor to provide a secondary containment unit under and around the container to prevent waste fryer oil to enter the storm water run-off. The University requires Waste Fryer Oil to have a spill response protocol for spillage (see **Appendix H** question #6) by Contractor during removal per MS4 Permit Guidelines. Spill response protocol must be approved by the University.

Address each of the following:

- Cost / Value (by percentage of market value) – per gallon
- Frequency of pickup during school year sufficient to meet volume produced
- Method of on-site storage between pickups and associated costs, if any
- List of materials accepted and list of materials that need to be excluded, if applicable
- Availability of on-call summer or school break pickups
- Location where waste will be taken and method of recycling

SCHEDULE VII – Universal & Electronic Waste, Portland & Gorham Campuses

On-call pick-ups locations at the Portland & Gorham Campuses. The Portland location has a loading dock, the Gorham Campus does not and will require the Contractor to pick-up using a truck with a lift gate. The University will package and palletize the waste as applicable.

Contractor must provide certificates of hard drive destruction. Contractor must provide proof of memory chips erased for reuse.

<u>Location</u>	<u>Pick-up Charge</u>	<u>Fees for Packaging Supplies</u>			
		<u>Fuel Charge</u>	<u>4-ft. Fiber Drum</u>	<u>4-ft. Lamp Boxes</u>	<u>5-gallon Pails</u>
Portland	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Gorham	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SHIPPING OPTION

Currently the University is using Gaylord containers provided by the current Contractor at no cost to the University.

<u>Item Description</u>	<u>Size</u>	<u>Price</u>
Shipping Container	_____	\$ _____
Storage Container	_____	\$ _____
Additional Equipment	_____	\$ _____

Describe Additional Equipment: _____

<u>Item Description</u>	<u>Price University Pays Per Pound</u>	<u>OR</u>	<u>Price Paid To University Per Pound</u>
Computer Recycling (Desktop)	\$ _____	OR	\$ _____
Computer Recycling (Laptop)	\$ _____	OR	\$ _____
CRT Monitors Recycling	\$ _____	OR	\$ _____
Flat Panel Monitors Recycling	\$ _____	OR	\$ _____
Circuit Boards Recycling	\$ _____	OR	\$ _____
Televisions Recycling	\$ _____	OR	\$ _____

**Request for Proposal – USM Waste Hauling
Services**

Dated: April 25, 2017

Peripherals Recycling	\$ _____	OR	\$ _____
Mixed Electronics Recycling	\$ _____	OR	\$ _____
Alkaline Batteries Recycling	\$ _____	OR	\$ _____
CFL's Recycling	\$ _____	OR	\$ _____
HPS Lamps Recycling	\$ _____	OR	\$ _____
MH Lamps Recycling	\$ _____	OR	\$ _____
Fluorescent 4' Recycling	\$ _____	OR	\$ _____
Fluorescent 3' Recycling	\$ _____	OR	\$ _____
Fluorescent 2' Recycling	\$ _____	OR	\$ _____
Fluorescent U-tube Recycling	\$ _____	OR	\$ _____
Fluorescent Circulene Recycling	\$ _____	OR	\$ _____
Printer Recycling	\$ _____	OR	\$ _____
Copiers Recycling	\$ _____	OR	\$ _____
Crushed Lamps Recycling	\$ _____	OR	\$ _____
Microwaves Recycling	\$ _____	OR	\$ _____

Rechargeable Batteries:

Lithium Batteries Recycling	\$ _____	OR	\$ _____
Lithium-ion Batteries Recycling	\$ _____	OR	\$ _____
NiCad Batteries Recycling	\$ _____	OR	\$ _____
NiMh Batteries Recycling	\$ _____	OR	\$ _____

Appendix D – Economic Impact Evaluation Form

Respondent's Organization Name: _____

Instructions

Each Respondent will complete the tables below to quantify the Respondent'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.

Table D1 - 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 Overall Recent Economic Impact	\$

Table D2 - 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 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 within future 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine within future 24-month period as a result of the awarded contract	\$
Total Projected Economic Impact <u>Only</u> from Awarded Contract, If Selected	\$

For the tables above, the following definitions are provided:

- "Respondent": Organization identified on the Proposal Cover Page under "Respondent's Organization Name".
- "Maine resident": Any person whose primary residence is located within the State of Maine.
- "Maine-based": Any organization whose primary operations are located within the State of Maine.
- "Past 24-month period": The past 24-months, starting on the date that the RFP was publicly released.
- "Future 24-month period": A projection for the future 24-month period, starting upon the "Initial Period of Performance" start date Section 1.3.1

Certification Statement

To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix E – Contract for Services

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Master Agreement (“Agreement” or “Master Agreement”) entered into this _____ day of _____, _____, by and between the **University of Maine System**, hereinafter referred to as the **"University"**, and _____, hereinafter referred to as **"Contractor"**.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B-1 – Insurance Requirements

Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Contract Amendments as required

Request for Proposal #090-17 Issue Date **April 24, 2017** Titled **Waste Hauling Services USM**

Contractor’s Bid in Response to Request for Proposal #090-17 Proposal Submission Date **May 19, 2017** Titled **Waste Hauling Services USM**

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, 2017** and shall terminate on **June 30, 2020**, unless terminated earlier as provided in this Contract with option for **two (2) additional one (1) year renewals** upon the parties' mutual agreement.
3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 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:** Aaron Whitham, shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of

delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

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

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

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

Email: UMAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A** - Specifications of Work to be Performed
 - C. **Rider A-1** – Pricing
 - D. **Rider B-1** – Insurance Requirements
 - E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
 - F. **Rider C** – University of Maine System Standards for Safeguarding Information
 - G. **Contract Amendments** as required

- H. **Request for Proposal #090-17** Issue Date **April 24, 2017** Titled **Waste Hauling Services USM**
- I. **Contractor's Bid in Response to Request for Proposal #090-17** Proposal Submission Date **May 19, 2017** Titled **Waste Hauling Services USM**

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 Southern Maine has seven (7) schedules covering waste hauling / removal for USM's Portland, Gorham and Lewiston-Auburn Campuses. The University intends to award contract(s) to verified experienced Waste Hauling Contractor(s) on a schedule by schedule basis. The University reserves the right to award contracts to as few Contractors as possible to meet the goals / needs of the waste management program while keeping cost down.

Awarded Contractor(s) are required by the University to provide monthly reports of weight of waste hauled. Food waste and oil shall be reported in gallons instead of lbs.

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. **Reports:** The Contractor shall provide the University monthly reports of the volume of waste hauled.
3. **Spill Response Protocol:** The Contractor(s) for Waste Fryer Oil and Food Waste / Compost shall have in place protocol for spill response that is to be approved by the University.

**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
4	Environmental Impact Insurance	\$2,000,000 per occurrence or more

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

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

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

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

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

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

RIDER B-2
Substitute Form W-9 - Taxpayer Identification Number Request & Certification

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

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

☐ Individual/Sole Proprietor Business Name, if different from above _____

Social Security Number ____ - ____ - ____

- or - Business EIN ____ - ____ - ____

☐ Partnership EIN ____ - ____ - ____

☐ Corporation EIN ____ - ____ - ____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y** **N**

2. Corporation providing medical services? **Y** **N**

☐ Limited Liability Company EIN ____ - ____ - ____

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

☐ Government Entity EIN ____ - ____ - ____

☐ Estate or Trust EIN ____ - ____ - ____

☐ All other Entities EIN ____ - ____ - ____

Part 2 Exemption:

If exempt from Form 1099 reporting, check here:

☐

and circle your qualifying exemption reason below

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

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

Appendix F – Certificate of Insurability Form

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
4	Environmental Impact Insurance	\$2,000,000 per occurrence or more

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

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

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

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

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

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

Appendix G – Organization Reference Form

Respondent's Organization Name: _____

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

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

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

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

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

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

Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: 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.

QUESTIONS:

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?
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.
3. Provide a statement describing how your company will aid the University's Sustainability Team in raising awareness and communicating with Sustainability Team's efforts with the University and outside community.
4. Suggest any other services or methods that your company may be able to provide in order to help the University in its efforts to reduce waste and expand recycling.
5. If solid waste, food scraps, or waste oil is being hauled to a facility run by your company and that facility creates electricity from the waste, please provide an estimate of the approximate tonnage of trash used to create one REC (Renewable Energy Certificate), and explain the availability to the University of RECs equivalent to the University's annual solid waste tonnage. If they would be available, explain when they would be available, including a starting date and annual date thereafter. Please also provide the cost you would charge the University per REC, in any.
6. For Schedules V & VI ONLY: Provide a statement describing your spill response protocol for Food Waste / Compost and / or Waste Fryer Oil.
7. Financial Stability
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.