



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

**On-Call / As-Needed  
Electrical Engineering Services  
RFP #10-18**

**Issued Date:** July 26, 2017

**Respondents' Optional Pre-bid Conference:** July 31, 2017  
10:00 a.m. EST

**Submission Deadline Date/Time:** August 23, 2017, 3:00 p.m.  
EST

**Submission Information:**

University of Maine System  
Office of Strategic Procurement  
RFP #010-18 Electrical Engineering Services  
Attention Ryan Ward, Sourcing Manager  
5761 Keyo Building  
Orono, ME 04469-5761

**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. 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(s) 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 (UMaine); 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.*

### 1.1.3 Purpose

The **University of Maine System** is seeking responses to provide **On-Call / As-Needed Electrical Engineering 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 Contractor(s).

The University of Maine System spends approximately \$30 million dollars annually on both small and large projects. The University regularly requires Electrical Engineering design services in support of their projects.

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

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 Maine System is seeking qualified firm(s) who can be available on an on-call / will-call basis to perform Electrical Engineering services, produce reports and drawing products, and successfully coordinate with other consultants and / or Facilities Management. Electrical Engineering services shall provide support of construction projects and support of feasibility and planning on an on-call / will-call basis.

#### 1. Construction Projects include:

- **Non-Capital Projects:** Projects that typically have a value of less than \$50,000 and involve minor improvements, replacement maintenance, or routine maintenance. Electrical Engineering services for these projects will typically support work performed by Facilities Management Staff (FM).
- **Capital Maintenance Projects:** Projects typically have a value of \$50,000 or greater. These projects commonly involve limited building renovations, repair maintenance, or infrastructure improvements. Electrical Engineering services for these projects will typically support work provided by the FM Staff and / or a contractor under separate contract to FM.
- **Capital New / Renovation / Expansion Projects:** Projects typically have a value of \$50,000 or greater. These projects

commonly involve new buildings, major building renovations or additions, and large-scale site improvements. Electrical Engineering services for these types of projects will typically support work provided via an architect/engineer capital project team and/or general contractor by separate contract.

## 2. **Feasibility & Planning:**

- Facilities Management commonly has multiple projects in various stages of planning and design which require Electrical Engineering services. Typical tasks include, but are not limited to, analyses of existing conditions, evaluation of feasible designs for proposed renovations, and value engineering.

The intent of this work is to provide Electrical Engineering services to Facility Management (FM) personnel at the University of Maine System (UMS) campuses, to ensure electrical power is delivered in a safe, reliable and efficient manner for UMS personnel and the public. The Electrical Engineering (EE) services include support of ongoing efforts regarding Arc Flash protection, new and existing building repairs and upgrades and, for some campuses, repairs and upgrades to medium voltage electrical distribution systems.

Each project shall be governed by all terms and conditions under the Contract.

Any projects that are funded by Federal and/or State grant(s) or other non-University appropriated fund(s) may be subject to additional legal requirements and/or documentation.

The awarded Contractor's EE services may be needed for a University of Maine (UMaine) upcoming project. Electrical Engineering (EE) services may also include the following (as needed);

1. **EE to perform, if requested, Arc Flash study of (UMaine Orono) campus.**
  - a. **Meet and coordinate with UMaine electrical staff to define electrical information to be gathered.**
    - i. System Electrical information needed by the Electrical Engineer (EE) will be gathered and provided by UMaine staff.
  - b. **Based on information provided, the EE will calculate and provide certified documentation of the maximum available fault current, and incident energy level, at every node in the system that is "subject to examination, adjustment, service or maintenance while energized" per NFPA 70E, and IEEE 1584, current editions. These nodes may include:**

- i. MCCs, switchboards, disconnect, and panel boards at voltages at or above 240V AC which are fed by a transformer 125 kVA or larger.
      - ii. Any device downstream of a panel or transformer if the line side of the device is 240V AC or higher (480/277 VAC panel, 480/120-240 transformer, etc.).
      - iii. Motor contributions will be examined at 50 HP and larger that contribute energy to short circuits.
      - iv. The EE shall determine if devices, at lower voltage levels or fed by a smaller transformer, will not sustain arc flash.
        1. While those devices may not be part of the study, the EE and UM may choose to include customized Labels that list other important information such as the device ID, date, PPE level (even if it is HRC 0).
    - c. The EE, in consultation with the University, may create **customized Arc Flash Labels** with required and other important information consistent with NFPA 70E requirements, current editions.
      - i. Arc Flash Label Printing may be done by the EE, or by UMaine, as agreed.
      - ii. EE shall provide a spreadsheet list of the Arc Flash Labels.
      - iii. Arc Flash Labels will be installed by University Staff.
    - d. EE may participate/consult, as agreed to, in periodic UMaine **Electrical Safety meetings** in the ongoing development and maintenance of the UMaine electrical safety program.
    - e. EE may assist in **periodic audits and reviews of the Arc Flash safety program** in accordance with UMaine requests.
    - f. EE to **provide Professional Engineering certified, and/or stamped record documents**, i.e. drawings, specifications, calculations, reports in accordance with UMaine requests and NFPA 70E, current edition.
    - g. EE may assist, as requested, in **Arc Flash mitigation study(s)**.
  2. EE to assist, as requested by other UMS campuses, with performance of Arc Flash Study of other UMS campuses' electrical systems similar to item 1 above.
  3. EE to assist UMS campuses, as requested, with analyses, design, calculations, specifications, and drawings of the campus electrical systems; i.e. –
    - a. **4,160v distribution system. (UMaine)**
      - i. Distribution cabling, electrical pits, substation breakers, system breakers, 4,160v step down

transformers, distribution smart electrical meters, etc.

**b. Building level distribution system**

- i. Building transformers, main breakers, smart electric meters, building distribution panels, variable frequency drives for motors.
  - ii. Building electrical system design, such as new or modified wiring design for power and lighting for new or to be renovated spaces.
4. **EE to assist UMS campuses, as requested, with analyses, design, calculations, specifications, and drawings of campus exterior and building interior lighting systems; i.e.**
  - a. Lighting for parking lots, sidewalks, athletic fields, building classrooms, building lighting controls, etc.
5. **EE to assist UMS campuses, as requested, with monitoring construction and demolition of campus distribution and building distribution electrical and lighting systems.**
6. **EE to assist (UMaine), as requested, with updating and modifying existing 2016 CYME electrical analysis software model of the campus 4160v electrical distribution system.**
  - a. Requires coordination with UMaine staff to collect additional data to build and verify the model, which could be used for future system studies including equipment evaluation, short circuit load flow, etc.

## 2. General Information

### 1.2.1 Contract Administration and Conditions

1.2.1.1 The awarded Respondent(s) will be required to execute a contract in the form of a University of Maine System **AIA B102-2007 Agreement**, a sample of which is attached to this response as **Exhibit A & B**. The Agreement's initial term and renewal periods are reflected in Section 2.2 Award, and are subject to the needs of the University and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System AIA B102-2007 Agreement, the RFP, the selected Respondent's submission including all appendices or attachments and clarifications, the specifications including all modifications thereof, 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 AIA B102-2007 Agreement
2. Contract Amendments (as required)
3. The RFP
4. Respondent's Submission

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

- a. The above Agreement provisions (**Section 1.2.1.1**) will not be modified and are thereby incorporated into any agreement entered into between University and Respondent; that such terms and conditions shall control in the event of any conflict with such agreement; and that Respondent will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.1**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Respondent agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent.
- d. Respondent 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 Respondent 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 Respondent's submitted materials and/or contract, if any, executed between UMS and Respondent.

### 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 provided through Addenda which will be posted on the following UMS web sites: [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php) & <http://www2.maine.edu/system/stratProcure/BidsAcrossTheUniversity.php>

It is the responsibility of all Respondents to check the web site before submitting a response to ensure 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 Projected Timeline of Key Events** for deadline requirements.

### 1.2.3 Confidentiality

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.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent awarded (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must 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 provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of “trade secret” under Maine law. Clearly mark any portion of the 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 Respondent 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 the Respondent's submitted materials and/or contract, if any, executed between the University and Respondent.

**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 Facilities Management and General Services, Chief General Services 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 term of the agreement. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator / Owners Project Manager sixty (60) days prior to the expiration date of the then current Agreement.

**1.2.8 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.

**1.2.9 Applicable Law**

This Contract shall be governed and interpreted according to the laws of the state of Maine.

**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.

**3. General Submission Provisions****1.3.1 Projected Timeline of Key Events**

Reference Section	Event Name	Event Due Date
Section 1.3.7	Respondents' <b>OPTIONAL</b> Pre-Submission Conference	<b>July 31, 2017 10:00 a.m. EST</b>
Section 1.2.2	Deadline for Written Inquiries/Questions	<b>August 4, 2017 End of Business</b>
Section 1.2.2	Response to Written Inquiries/Questions	<b>August 11, 2017 End of Business</b>
Section 1.2.2	Deadline for Proposal Submission	<b>August 23, 2017 3:00 PM EST</b>
Section 1.3.8	Respondents' Presentations / Interviews <b>(subject to change)</b>	<b>September 7, 2017</b>
Section 2.2	Award Announcement <b>(subject to change)</b>	<b>September 27, 2017</b>
	Estimated Agreement Start Date <b>(subject to change)</b>	<b>November 1, 2017</b>

**1.3.2 Eligibility to Submit**

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

Respondents are required to have a current, and maintain throughout the life of the Contract, a Professional Engineer's License issued by the state of Maine.

**1.3.3 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 Proposal in response to this solicitation is certification that Respondent 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.

**1.3.4 Respondent's Understanding**

By submitting a Proposal, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein.

**1.3.5 Submission Validity**

Unless specified otherwise, all proposals shall be valid for ninety (90) days from the submission due date.

**1.3.6 Non-Responsive 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.

**1.3.7 Respondents' OPTIONAL Pre-Submission Conference**

A conference will be held on July 31, 2017 10:00 a.m. EST. The purpose of this conference is to answer questions and provide clarifications as may be required. Attendance by all prospective Respondents is OPTIONAL.

The Pre-submission Conference will be held at the University of Maine campus, at the Service Building Conference Room in Orono, ME.

Respondents planning to attend this Pre-submission Conference are required to pre-register using the Response Contact Information email address provided on the cover page of this document no later than July 28, 2017 6:00 PM EST with the name(s) and title(s) of the individual(s) who will attend.

**1.3.8 Presentations / Interviews**

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, is the most responsive and most responsible and may award the Agreement to said Respondent(s). The University will only notify Respondents' that have been selected for Phase II Presentations / Interviews.

**1.3.9 Proposal Submission**

A **SIGNED** original and one (1) virus-free electronic copy (thumb drive) must be submitted using the **Submissions Information** provided on the cover sheet of this document.

The proposal must be provided in two (2) sealed envelopes by the **Submission Deadline Date/Time** provided on the cover sheet of this document. Submissions provided must be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

**FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.** The envelopes must be clearly identified on the outside as follows:

**Name of Respondent**  
**Address of Respondent**  
**Envelope #1 – Organization, Qualification & Other**  
**Envelope #2 – Cost Response & Maine Economic Impact Form**  
**August 23, 2017 3:00 PM EST**  
**RFP #010-18**

## 2.0 EVALUATION AND AWARD PROCESS

### 1. Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 50 point scale for each phase and will measure the degree to which each submission meets the following criteria. Phase I evaluation criteria will include Envelope #1 Organization, Qualifications, Experience & References. The University, at the sole discretion of the University, will select the top scoring Respondents from Phase I to participate in Phase II. The University will determine the number of Respondents, at the sole discretion of the University, to participate in Phase II. Phase II evaluation criteria will include Envelope #2 Cost Response & Economic Impact Response. Envelope #2 will only be opened and scored for Respondents' that the University has determined qualified during Phase I evaluation. Respondents' Phase I scores will only be used to qualify Respondents for Phase II. Award will be based on Phase II score only.

Evaluation Appendices	Category	Points
	<b>PHASE I</b>	
Appendix G&H	Organization, Qualifications, Experience and References	50
	<b>TOTAL PHASE I SCORE</b>	<b>50</b>
	<b>PHASE II</b>	
Appendix C	Cost Evaluation	15
	Respondents' Presentation / Interview	30
Appendix D	Economic Impact	5
	<b>TOTAL PHASE II SCORE</b>	<b>50</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

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

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x (15) = 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 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

Please note: If the University determines that the Respondent’s recent 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 Organization, Qualifications, Experience and References

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

## 2. 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. The University reserves the right to seek proposals separately from this RFP for individual projects if the University deems it to be in the University’s best interest.**

Contracts shall cover the actual needs of the University’s individual Campus Department of Facilities Management. **Contract(s) estimated to start October 16, 2017 and expire October 15, 2020 with the option for two (2) additional one (1) year renewals.**

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

### **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 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.

### **4. Award Protest**

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Facilities Management, Chief General Services 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.



## 3.0 PROPOSAL FORMAT REQUIREMENTS

### 1. General Format Instructions

#### 3.1.1 Submissions

Documents submitted as part of the proposal are to be prepared on standard formats of 8-1/2" x 11". 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 Respondent's 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 submission 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 "Evaluation Question(s)" section of this document. Number each response in the proposal 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 submission. Additional materials will not be considered part of the submission and will not be evaluated.

### 2. Proposal Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the submission 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 concise responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

**Envelope #1 – Organizational, Qualification, & Other**

- Insert Appendix A – UMS Submission Cover Page
- Insert Appendix B – Debarment, Performance and Non-Collusion Certification
- Insert Appendix G – Organization Reference Form
- Insert Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

**Envelope #2 – Cost Response & Maine Economic Impact Form**

- Insert Appendix C – Required Cost Evaluation Exhibits
- Insert Appendix D – Economic Impact Evaluation Form

## **4.0 APPENDICES**

- 1.** Appendix A – University of Maine System Response Cover Page
- 2.** Appendix B – Debarment, Performance and Non-Collusion Certification
- 3.** Appendix C – Required Cost Evaluation Exhibits
- 4.** Appendix D – Economic Impact Evaluation Form
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## Appendix A – University of Maine System Submission Cover Page

**RFP #010-18**  
**Electrical Engineering 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:	

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 #010-18  
Electrical Engineering Services**

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 #010-18**  
**Electrical Engineering Services**

Respondent's Organization Name:

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### **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 – Cost Response

Directions – Respondents are required to provide a Cost Response with their Proposal. The Cost Response shall be sealed in a separate envelope Marked **Cost Response & Maine Economic Impact Form** with the Maine Economic Impact Form only to be opened if Respondent is selected for Phase II. The Cost Response consists of a completed Fee Rate Schedule Form indicating job classifications likely to be used by the Respondent and the Respondent’s proposed all-inclusive corresponding hourly rates. Rates shall be flat billing rates and shall include all overhead, profit, reimbursable, travel, benefits, etc. (no other multipliers or labor costs will be allowed or accepted). Include any annual rate increases, if applicable.

Support personnel such as office managers, accountants, clerks, etc. are not directly billable and are considered overhead expenses included in the all-inclusive hourly rates of the billable categories.

Discounts (if applicable) – Respondents are requested to provide percentage discount(s) of individual project(s), if applicable. Indicate percentage discount(s), if applicable, of Respondent’s cost of individual project that will be applied to each project based on estimated spend of Respondent’s cost of the project. Percentage discount(s) shall only apply to the total Respondent’s cost.

**Services:** **Prime Consultant in Dollars/hour**

Principal Officer: \$ \_\_\_\_\_/Hour

Principal Electrical Engineer: \$ \_\_\_\_\_/Hour

Junior Engineer: \$ \_\_\_\_\_/Hour

Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_/Hour

Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_/Hour

Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_/Hour

Other (Specify) \_\_\_\_\_ \$ \_\_\_\_\_/Hour



**Discounts (if applicable)**

Individual Project over \$5,000 \_\_\_\_\_ %

Individual Project over \$10,000 \_\_\_\_\_ %

Individual Project over \$50,000 \_\_\_\_\_ %

Individual Project over \$100,000 \_\_\_\_\_ %

## 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.

**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	\$
<b>Total Overall Recent Economic Impact</b>	<b>\$</b>

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.

**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 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 proposal. 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 submission 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 (identify which location(s) will provide the required services), 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? Include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal.
2. Provide a detailed description of the firm's background and experience with electrical engineering services in Maine within the last three (3) years, with a focus on providing services for clients with campus-scale facilities, including multiple uses, buildings and infrastructure.
3. Identify the person(s) who will be the Professional Licensed Electrical Engineer(s) who will provide the engineering services and provide a brief resume including education, qualifications and experience, and Maine Engineer's license.
4. When the work scope requires a Project Manager, please identify the person(s) who will be the Project Manager(s) directly responsible for day-to-day services and provide a brief resume of education, qualifications and experience, and role in the firm's services.
5. Provide résumés for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Résumés shall include education, experience, license, and/or certifications of each individual that would work with the University System.
6. Provide information about contract cancellations or non-renewals Respondent has experienced over the last three years.
7. Describe Respondent's experience offering solution(s) identified in this document within higher education. Provide a client list that includes any and all higher education clients.
8. Describe Respondent's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include what challenges higher education organizations face in this area and how your solution would support our goals.
9. Describe Respondent's experience with Arc Flash analyses.
10. Describe Respondent's ability to control costs and provide accurate and timely invoices through internal control measures, to stay within budget; to monitor schedule and review times, and describe the techniques used to complete projects within the proposed time frames. Include any equipment/technology/software that Respondent may utilize, if applicable.
11. Describe Respondent's ability to utilize video/online meetings and electronic/digital document sharing.

12. Describe Respondent's Quality Control / Quality Assurance (QC/QA) processes for the term of the contract. Describe the method of ensuring the quality of work is high. Respondent must reference all duties described in **Specifications / Scope of Work**.

13. Provide a list of all current related State and / or Federal licenses and / or certificates.

14. Financial Stability

No financial statements are required to be submitted with Respondent's proposal, however, prior to an award the University may request audited financial statements from Respondent, credit reports and letters from Respondent's bank(s) and suppliers.

**Exhibit A – SAMPLE University of Maine System AIA Contract B102**

See separate attachment named Exhibit A – SAMPLE B102-2007 – Working Draft

**Exhibit B – SAMPLE Supplementary Requirements to the AIA B102**

See separate attachment named Exhibit B – Sample Supplementary Requirements to the AIA B102-2007

SAMPLE