



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

Short Term Lease of Furnished Student
Housing Units - University of Maine at Augusta

RFP #2018-81

Issued Date: May 24, 2018

Response Deadline Date/Time: June 15, 2018, 5:00 p.m. EST

Response Submission Information:

Submitted electronically to robin.cyr@maine.edu
Email Subject Line – Short-Term Lease of Furnished Student Housing
Units - UMA –
RFP#2018-81

Response Contact Information:

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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 Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

1.1.3 Purpose

The University of Maine at Augusta is seeking responses to provide Short Term Lease of Furnished Student Housing for up to 20 – 50 residential units of student housing in facilities within 25 minutes of the Augusta, Maine campus. University of Maine at Augusta, is seeking building owners with proven experience, understanding and knowledge in housing to enter into a short term master lease for furnished student housing for our student body. While the University prefers a single solution, it reserves the right to award Agreement(s) to one or multiple Respondents, if such award(s) are in the best interest of the University.

The University intends to enter into a master lease with the selected qualified respondent by September 7, 2018. The University reserves the right to work directly with the selected qualified Respondent, if any, to negotiate and enter into the master lease pursuant to the University of Maine System Board of Trustees Policy 801 Acquisition of Real Property (<http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section801/>) and the University of Maine System Administrative Practice Letter II-G (<http://staticweb.maine.edu/wp-content/uploads/2013/11/II-G-Acqu-of-real-Property-through-purchase-etc.pdf?565a1d>). **Please Note: The master lease is contingent upon the Board of Trustees approval prior to the signing of the master lease.**

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

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).

1.1.4 Specifications / Scope of Work

The University desires to enter into a short term master lease for exclusive use of furnished units within a building or adjacent buildings of residential units (a “Facility”) which will be used by the University to provide housing for our student population and other University purposes. The initial lease term should be in the range of two (2) – five (5) years, with options to renew upon mutual written agreement.

Please review **RFP Appendix E** for specifics regarding requirements for the Respondent’s Master Lease, insurance, etc.

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 Master Lease, with the University of Maine System on behalf of the University of Maine at Augusta, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E 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 Master Lease (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 Master Lease
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;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. 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 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 selected (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 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.

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 entire term of the agreement.

1.2.8 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.

1.2.9 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 1.2.2	Deadline for Written Inquiries/Questions	June 1, 2018 at 5:00 p.m. EST
Section 1.2.2	Response to Written Inquiries/Questions	June 5, 2018
Section 1.2.2	Deadline for Proposal Submission	June 15, 2018 at 5:00 p.m. EST
Section 1.3.8	Estimated Respondent Presentation & Respondent Facility Walk-Thru Date (subject to change)	June 25 and 26, 2018
Section 2.2	Award Announcement (subject to change)	July 11, 2018
	Master Lease Agreement – Fully Executed (subject to change)	September 7, 2018
	Estimated Agreement Start Date (subject to change)	August 1, 2019

1.3.2 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.

1.3.3 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 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.

1.3.4 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.

1.3.5 Response Validity

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

1.3.6 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.

1.3.7 Respondents' Presentations

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

1.3.8 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	30
Appendix D	Economic Impact	10
Appendix E	Master Lease	20
Appendix F & G	Organization, Qualifications, Experience and References	15
Appendix H	Facility Characteristics, Support and Implementation	15
Appendix I	Respondent Presentation & Walk-Thru of Contractor Proposed Facilities	10
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:

(Lowest submitted cost response / cost of response being scored) x
Points = 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 10 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 Master Lease (Appendix E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

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 Facility Characteristics, Support and Implementation

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

2.1.2.6 Respondent Presentation and Walk-Thru of Contractor Proposed Facilities

Presentations will be offered to Respondents based on initial consensus scoring of Appendix C – H. The University reserves the right to offer presentations and walk-thru of proposed facilities to those Respondents based on the initial consensus scoring of Appendix C-H, this may result in a Respondent not receiving an invitation. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 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.

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. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

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
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

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 – Master Lease Agreement

- 3.2.4.1 Label this response - Section 4 – Master Lease
- 3.2.4.2 Insert Respondent's Master Lease Agreement and provide response to what is identified in Appendix E – Master Lease Requirements

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 F – Organization Reference Form
- 3.2.5.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.5.4 Insert Appendix H – Evaluation Question(s) – Facility Characteristics, Support and Implementation

Appendix A – University of Maine System Response Cover Page

RFP # 2018-81

Short-Term Lease Student Housing - UMA

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.

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 # 2018-81
Short-Term Lease Student Housing - UMA**

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 # 2018-81
Short-Term Lease Student Housing - UMA

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.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Rental Costs

The University needs to understand the associated lifecycle costs for your proposed solution.

IMPORTANT - Respondents' are required to provide separate costs for each institution.

SECTION A

Item Description - Brief description of each item the University needs to understand per unit costs.

Number of Units – The minimum number of rentals the University is projecting as our need is 20 rental units. Additionally we have listed an increase of rental units over the term of any resulting contract. Please provide a cost per unit for each rental unit block (20, 30, 40, 50). Respondents' are encouraged to provide additional price incentives for the University increasing the number of rental units needed.

Monthly 'Per Unit' Cost – Provide the monthly 'per unit' cost for each individual rental unit.

Total Monthly 'Per Unit' Cost – Calculated (Number of Units x Monthly 'Per Unit' Cost)

SECTION B

Landlord or University Responsibility – Starting with the category header 'Administrative', the Respondent will place either a 'Yes' or 'No' answer for each of the items listed. Where appropriate please also provide explanation in the Comments column.

Included In Gross Rent – Landlord Responsibility (Yes/No) – For each category, the Respondent will place either a 'Yes' or 'No' answer for each of the items listed. Yes in this column signifies it is the Landlord's responsibility and included in Gross Monthly Rent, No indicates it is not the Landlord's responsibility. We strongly encourage adding additional detail in the comment section to provide better clarity regarding the answer.

Included In Gross Rent – University Responsibility (Yes/No) – For each category, the Respondent will place either a 'Yes' or 'No' answer for each of the items listed. Yes in this column signifies it is the University's responsibility and included in Gross Monthly Rent, No indicates it is not the University's responsibility. We strongly encourage adding additional detail in the comment section to provide better clarity regarding the answer.

A category header '**Other**' was provided to allow the Provider any additional categories that are needed to provide the University with a true and accurate cost per unit.

Total Ongoing Monthly 'Per Unit' Cost – If the Respondent is indicating it is the University's responsibility but will provide the service for a cost, please note that cost here as a 'per unit' cost.

Comments - Please use this area to explain anything needing explanation.

SECTION C

Please include any additional costs not included in Section A either as a cost or a percentage of a number. Please make sure to comment on each item entered.

Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

SECTION A						
Description	Number of Units	Monthly 'Per Unit' Cost	Total Monthly 'Per Unit' Cost			Comments
Gross Rent Amount	20	0.00	0.00			
	30	0.00	0.00			
	40	0.00	0.00			
	50	0.00	0.00			

SECTION B
 For the items below please detail Landlord or University Responsibility, Landlord Responsibility will signify it is included in Gross Rent Amount provided above.

Description				Included In Gross Rent - Landlord Responsibility (Yes / No)	Not Included In Gross Rent - University Responsibility (Yes / No)	Comments
Administrative						
Master Lease						
Management Fee						
Operating						
Water/Sewer						
Electric						
Heat/ Hot Water						
Information Tech						
Security - Card Access						
Internet/WIFI						
Basic Cable TV						
Maintenance						
Building Maintenance*						
Grounds Maintenance						
Snow Removal						
Trash Removal						
Pest Control						
* May include; General Building, Janitorial, Elevator, Common Areas, Painting, etc.						
General						
Property Tax						
Insurance						
Security Guards						
Other						

SECTION C
 Additional Considerations - Please list any applicable

Description	Amount / Percentage	Comments
Annual Rental Increases		

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 Only 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 – Master Lease Requirements

The following are the mandatory additions to the Respondent's Master Lease Agreement. The Respondent will be evaluated based on their inclusion of these items in their proposed Master Lease Agreement.

- 1) The Respondent's Master Lease Agreement will be between the Respondent and the University of Maine System on behalf of the University of Maine at Augusta.

The University of Maine System will not entertain any attempts to sub-lease with our students.

- 2) The Respondent will provide a statement that they agree to the following conditions:
 - a. Respondent will not have armed security guards.
- 3) The Respondent will include a clause that the Master Lease will incorporate the following into the Master Lease Agreement and made part of it by reference:
 - a. **Rider A** – Specifications of Work to be Performed
 - b. **Rider B** – Pricing
 - c. **Rider C** – Insurance Requirements
 - d. **Rider D** – Contractor's Service Level Agreement to Support the University
 - e. **Rider E** – Implementation Plan and Timeline
 - f. Contract Amendments as required
 - g. **Request for Proposal #2018-81** Issue Date May 24, 2018 Titled Short-Term Lease of Furnished Student Housing Units – University of Maine at Augusta
 - h. **Contractor's Response to Request for Proposal #2018-81** Proposal Submission Date June 15, 2018 Titled Short-Term Lease of Furnished Student Housing Units – University of Maine at Augusta
- 4) The Respondent agrees to include the following additional terms as part of the Master Lease Agreement:
 - a. **Payment:** 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. **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.
 - d. **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.

- e. **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.
- f. **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.
- g. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
- h. **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.
- i. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
- j. **Administration:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Agreement.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **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.
- q. **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.
- r. **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.
- s. **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.

- t. **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:

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

- u. **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

- v. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- i. **Rider A** – Specifications of Work to be Performed
 - ii. **Rider B** – Pricing
 - iii. **Rider C** – Insurance Requirements
 - iv. **Rider D** – Contractor's Service Level Agreement to Support the University
 - v. **Rider E** – Implementation Plan and Timeline
 - vi. Contract Amendments as required
 - vii. **Request for Proposal #2018-81** Issue Date May 24, 2018 Titled Short-Term Lease of Furnished Student Housing Units – University of Maine at Augusta
 - viii. **Contractor's Response to Request for Proposal #2018-81** Proposal Submission Date June 15, 2018 Titled Short-Term Lease of Furnished Student Housing Units – University of Maine at Augusta
- w. **PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

x. PERFORMANCE TERMS AND CONDITIONS

- i. **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.

- ii. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

- iii. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***RFP APPENDIX H, EXHIBIT I***

INSURANCE REQUIREMENTS

This Section will contain the language as outlined below:

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)	\$2,000,000 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

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. All subcontractors used as a result of this Master Lease are required to be covered at the same or higher levels identified in the above table.

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 F – 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 G – 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.

Evaluation Question(s)

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. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
4. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
5. Describe your firm's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
6. **Financial Stability**
If proposal requires financing please disclose the sources, amounts and terms of that financing, as well as, the purpose financing.

No additional 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.

Appendix H – Evaluation Question(s) – Facility Characteristics, Support and Implementation

Evaluation Question(s) – Facility Characteristics

1. Indicate how your Facility complies in all respects with all local, state and federal governmental laws and regulations and University of Maine requirements including those governing building code, fire code, handicap access and health and safety. Please be specific to the law or regulations as you address them in your response.
2. The Facility address and its proximity to the University of Maine at Augusta Campus.
3. Describe why the Facility is suitable, safe, and desirable location for student housing.
4. Indicate total number of units in the building(s).
5. Indicate total number and location of units in the building(s) proposed for UMA student housing. If multiple floors please specify if UMA student housing is assigned to a specified floor, this is preferred.
6. Describe the age and condition of the Facility.
7. Describe any recent renovations or improvements made within the last 12 months.
8. Describe Facility's security such as gated access, CCTV with active security monitoring, type of security personnel, etc.
9. Describe the ability for the beds to be available no later than August 1, 2019 and/or any conditions necessary, to be met by the University, in order for August 1, 2019 occupancy. If additional time is required beyond August 1, 2019 please describe what is needed and when the units would be available.
10. Provide a copy of any building management and/or tenant handbook that describes policies and procedures during lease agreements.
11. Provide detailed information about your proposed building/units including, but not limited to, the following:
 - a. Unit types, including: size (square footage), configuration; bedrooms, bathrooms, common living area; kitchenette. Bedrooms must be a minimum of 10' x 10' per student.
 - b. Special Unit configuration, i.e. number of bedrooms to common area, single unit with small efficiency kitchen, etc.
 - c. Ability to lock interior bedrooms, i.e. type of lockset, security cameras, etc.
 - d. Furniture included with the units. We require at a minimum per student; 1 extra-long twin bed, desk, desk chair, and clothing storage area.
 - e. Cabling or Wireless options for Internet access in each unit.
 - f. Facility's hours of operation.
 - g. Interior and exterior lighting similar to the lighting provided by the University in and around its residence halls and acceptable to the University.
 - h. Describe any community room(s) including: dimensions; Capacity; Furniture; and Amenities.

- i. Describe Fire alarm system(s) in the Facility (i.e., manual pull stations, fire alarm control panels, etc.).
 - j. Describe and provide information on all fire extinguishers on the premises in the Facility.
 - k. Describe onsite parking or any parking locations within a reasonable distance to the facility, and if any additional fees are applicable.
 - l. Bicycle storage.
 - m. Laundry room facilities.
 - n. Mail room facilities.
 - o. Within a 10-minute walk to grocery / retail services.
 - p. Describe any unique examples of service or added value the Facility will provide to University students, in particular please detail the proximity to transportation services.
12. Please include any additional information not requested here, that the University should consider in evaluating your proposal.

Evaluation Question(s) – Support Questions

1. Supply your firm's mission statement or policy regarding customer satisfaction and support.
2. Describe your incident, request and problem management processes. Describe these processes in terms of how the client submits a request, such as thru a service desk or website, and how you respond, thru resolution. What is the standard wait time for an initial response? Provide an example.
3. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager, support, and the product developers?
4. Please provide a copy Service Level Agreement (SLA) related to your services this document must address the information provided in **RFP Appendix H, Exhibit 1**. The SLA will become part of the resulting **Master Lease**.
5. Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement, if applicable. Include a description of the actions you would take to assure the lapse did not occur again.

Evaluation Question(s) – Implementation Questions

1. Please provide an initial implementation plan for the scope of work identified in this RFP. This document will be included in the **Master Lease**.

Appendix H, Exhibit 1 –Service Level Agreement (SLA)

1. INTRODUCTION

1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to identify and set expectations for the delivery of services provided by _____ to the University of Maine System (UMS), in support of University of Maine at Augusta, Student Residential Housing.

1.2 UMS Operating Hours

Academics: 7am to 10pm M-F (Eastern)

Business: 8am to 5pm M-F (Eastern)

2. SCOPE OF SERVICES

Provide and manage short term lease of furnished student housing for the University of Maine at Augusta. The short-term lease will provide initially for up to 20 - 50 residential units of student housing in facilities within 25 minutes of the Augusta campus.

Full scale services will provide;

- Minimum of off-street parking options
- laundry facilities
- secure building access
- community space
- mailroom facility
- access to wireless and cable tv
- lockable bedrooms
- fitness room or other amenities

3. SERVICE LEVELS

This section describes the priority levels and response times for all incidents & requests logged with the contractor.

3.1 Minimum Compliance Target – A minimum of 98% of incidents & requests, shall be resolved within the resolution times (from report/order to resolution) included herein. General Incident/Request Time to Resolution shall apply to incidents or requests that are not specifically listed below.

3.2 Service Severity

3.2.1 The University will set the severity for all incidents & requests. When a severity is not explicitly provided, the default severity of “normal” will apply to that incident/request.

3.2.2 Severity Table

Priority	Definition
Severity 1 – Critical	Issue affecting a large group of Students critical functions or essential services, or an “Urgent” request or incident for which the service target was not met.
Severity 2 – Urgent	Student housing-disruptive issue affecting a small group, or a serious, but not housing-disruptive issue affecting a large group. Also, a “Normal” severity request or incident for which the service target was not met.
Severity 3 – Normal	A reasonable workaround is available for the request or incident. Student housing benefits are largely unaffected.

3.3 Resolution Time Definition

Resolution time is the time taken from the University's report of the incident, or request, to the contractor, until the service is restored or the request is fulfilled. Whether the service has been restored, or request fulfilled, is normally determined by the University within the scope and responsibilities laid out for the service in the contract and this agreement.

3.4 Contractor Business Hours.

All times are in, or indicated relative to, local University of Maine time.

Contractor Business Hours *(contractor provides here)*

3.5 Incident/Request - Time to Resolution by Service and Severity

Assumption is the Category / Service resolution is within the Contractor's control and/or the Contractor will coordinate with companies supplying power, heat, cable, internet, etc., to resolve the issue.

Category	Service	Support Window	Critical	Urgent	Normal
Operating	Electricity	24x7x365	1 Hour	3 Hours	1 Day
	Water / Sewer	24x7x365			
	Heat / Hot Water	24x7x365			
Information Tech	Card Access	24x7x365			
	Internet / WIFI				
	Basic Cable TV				
	Phone				
Maintenance	Building Maintenance*				
	Grounds Maintenance				
	Snow Removal / Sand / Salt				
	Trash Removal				
	Pest Control				
General	Security	24x7x365			

* Building Maintenance may include; General Building, Janitorial, Elevator, Common Areas, Painting, etc.

4 MANAGEMENT OF SERVICES

4.1 Contact with Contractor's Service Desk

UMS will contact the Contractor via the following methods for each service area. Contact points may differ for each service based on whether the contact is for an incident or request and based on severity.

All University contact with the Contractor for incidents and service requests regarding services described in the SLA will be logged by the contractor and is required to meet reporting requirements.

Service	Contractor Service Contact Points
Other – Please Specify	
Other – Please Specify	
Other – Please Specify	

4.2 Incident & Request Prioritization

The University contact will be asked by the contractor to set the incident/request severity. Failure by the contractor to request from the university and set an incident/request severity will automatically designate that incident/request as “urgent”.

4.3 SLA Escalation Process

The following contractor escalation contacts are for the use of University IT personnel when any SLA in this agreement risks being, or already has been, exceeded. For each new SLA exception, University personnel will start with the 1st point of escalation, unless instructed otherwise by the Contractor. Contractor will ensure that these contact points are updated and communicated to the University as they change. In the case of multiple similar Service Level violations, the University may escalate directly to 2nd or 3rd level contractor contacts.

Escalation Point	Description
Title: Name: Phone: Email:	1 st point of escalation when service levels are not met. Substantive response within 1 business day.
Title: Name: Phone: Email:	2 nd point of escalation when service levels are not met. Substantive response within 4 business hours.
Title: Name: Phone: Email:	Final point of escalation when service levels are not met. Substantive response within 2 business hours.

4.4 Service Management Processes - List, or refer to additional documentation of, any service management process the University will be required to follow, such as Change, Problem, and/or Incident Management.

5 REPORTING REQUIREMENTS

The following sections outline the reporting provided as part of the SLA. Reports will be provided on a monthly basis.

#	Performance Measure	Frequency	Format	Reporting Requirement
	Service Levels identified in Section 3	Quarterly	Excel	<ul style="list-style-type: none"> % of events in compliance with the service level target
Reports In addition to general reporting of SLAs in Section 3:				
1	Number of Incidents within Category or Service	Quarterly / On Demand	Excel	<ul style="list-style-type: none"> By “Category” and “Service”, Section 3.5 % of issues resolved within target