



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

Janitorial Paper Products & Can Liners
University of Maine at Farmington
&
University of Southern Maine
RFP #063-18

Issued Date: June 14, 2018

Deadline for Written Inquires/Questions: June 20, 2018, by
End of Business

Response Deadline Date/Time: June 29, 2018, by End of
Business

Response Submission Information:

Submitted electronically to roger.ward@maine.edu
Email Subject Line – **UMS Janitorial Paper Products & Can Liners –
RFP #063-18**

Response Contact Information:

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

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

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

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

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

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

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

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

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

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

Campus thumbnails

University of Maine at Farmington

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

University of Southern Maine

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

1.1.3 Purpose

The **University of Maine at Farmington and University of Southern Maine** is seeking responses to provide **Janitorial Paper Products & Can Liners** as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

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

Though this document is primarily for **University of Maine System**, 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 at Farmington and University of Southern Maine seeks to provide and promote a preferred supplier for Janitorial Paper Products and a preferred supplier for Can Liners. Janitorial Paper Products and Can Liners will be awarded separately.

The products that will be supplied by the awarded Vendor(s) directly affect the Universities customer, our students. For this reason the Universities will require the awarded Vendor(s) to provide a reliable supply and of higher quality of products to each of the Campuses. The Universities requires products to be safe, effective, efficient and easy to use for the Custodial staff.

Awarded Vendors will need to provide a variety of products to meet the needs of each individual University Campus. Awarded Vendors will need to have a strong distributor relationship with key manufacturers, a sound and reliable order fulfillment system, sustainability program(s), complimentary product/process training for University staff, aggressive and competitive pricing for all items and reliable/conscientious individuals to service the account.

The University of Maine System has many sustainability initiatives related to carbon neutrality goals, waste diversion targets, and LEED buildings. To fulfill these goals, the Universities seeks companies that demonstrate sustainability in their business practice and also distribute products that have sustainability attributes.

Minimum Sustainability Criteria for Janitorial Paper & Can Liners:

Paper products--

All paper products in the market basket must be Processed Chlorine Free (PCF). Elemental Chlorine Free doesn't count.

Additionally, every paper item in the market basket must also have at least one of the following attributes:

- Be made of 80% recycled content, with at least 50% being post-consumer recycled content
- Be Totally Chlorine Free (TCF) and Forest Stewardship Council Certified (FSC)
- Be Green Seal Certified
- Be Eco Logo Certified

Plastic liner products--

All plastic liners in the market basket must have at least one of the following attributes:

- Be made of at least 50% biodegradable (non-petroleum) content
- Be made of at least 30% post-consumer recycled content
- Be Green Seal Certified
- Be Eco Logo Certified
- Be Cradle to Cradle Certified (at the silver or higher level)

All plastic Can Liners are required to be see-through, preferred clear in color.

University Usage & Needs by Participating Campuses:

University of Maine at Farmington:

The University of Maine at Farmington will seek to replace all toilet paper dispensers however at this time is not seeking to change any of its paper towel dispensers. The University has approximately 306 jumbo roll toilet paper dispensers and 19 small (550' roll), individual roll dispensers located throughout approximately 40 buildings on campus (see **Attachment A**). The University will seek to replace all of the approximate 306 jumbo roll toilet dispensers with dispensers that hold two – 1,000 foot rolls. The University will prefer to have all new dispensers installed by August 17th of 2018. While the University prefers that the work be completed during the week of August 13th – 17th the University will work with the Awarded Vendor to schedule the replacement of the approximately 306 jumbo roll toilet dispensers.

The University in the past has ordered a full year's worth of toilet paper, paper towels, and large can liners. The University will require the awarded vendor to make multiple deliveries moving forward as the University does not have the storage space to take large deliveries now.

For FY'18 (July 1, 2017 to June 30, 2018) the University placed one large order that included:

- Toilet Paper Tissue - Atlas Green 2-ply, 12" dia., 2,000 ft. rolls, 3.35 inch universal core, 100% recycled green seal certified 6 rolls per case – 800 cases.
- Paper Towels – Marcel 800' Roll, 7.875" wide, 1 ply, 100% recycled, green seal certified, 6 rolls per case – 300 cases (brown)
- Can Liners – Heritage 33"x60" Coreless, 22Mic – 150 per case – 200 cases
- Can Liners – 12 to 16 gallon, 8Mic or better - 1000 per case – 50 cases

The University of Maine at Farmington has a large supply of the 33"x60" Can Liners still in storage that will be used prior to ordering additional 33"x60" Can Liners. The University also anticipates to order less of the Paper Towels for FY'19.

The University of Southern Maine:

The University of Southern Maine will work with the awarded vendor to replace dispensers within certain buildings to be determined by the University. The University reserves the right to determine which building(s) and how many dispensers will be replaced any time during the contract period. Awarded Vendor will be required to provide the University replacement dispensers and/or parts for dispenser repairs for both current and any new dispensers.

For FY'17 (July 1, 2016 to June 30, 2017) the University order approximately the following Janitorial Paper and Can Liners:

- Toilet Paper Tissue – Embassy 2-ply Toilet Tissue 12 rolls per case – 1,565 cases
- Paper Towels – 6/800 Kraft Rolled Towel (brown) – 790 cases
- Can Liners – Renown Lnr. 24x33 6mic nat – 1000 per case – 65 cases
- Can Liners – Renown Lnr. 33x40 11mic nat – 500 per case – 105 cases
- Can Liners – Renown Lnr. 38x60 14mic nat – 200 per case – 45 cases
- Can Liners – Renown Lnr. 38x58 2mil nat – 100 per case – 75 cases
- Can Liners – Big City D Liner 28.5x44 – 200 per case – 125 cases
- Can Liners – Steel Flex 56-Gallon 43x47 .95mil – 100 per case – 210 cases

The University will seek to reduce the use of the larger 43x47 bags by approximately 25% starting in FY'19 (July 1, 2018 – June 30, 2019).

1.2 General Information

1.2.1 Contract Administration and Conditions

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

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

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

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

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

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

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

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection.

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

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

1.2.4 Costs of Preparation

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

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office

of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided in the market basket shall remain firm for the first year of the agreement. Percentage discount off Manufacturer's suggested list pricing shall be the same as the discounted pricing for items listed in the market basket for items not listed the University may order from the Awarded Vendor. Percentage discount off Manufacturer's suggested list pricing shall remain firm for the entire length of the Contract and any / all renewals.

Pricing must include any and all fees, costs or expenses to be changed for the goods and services provided.

Delivery, storage and installation costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by the awarded vendor.

Separate charges for training will not be permitted. Training costs should be free of charge to the University.

Separate charges for shipping, delivery and fuel surcharges will not be permitted.

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.

The University will not be subject to minimum order requirement(s) at any time during the Contract or Contract renewals.

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 20, 2018. End of Business |
| Section 1.2.2 | Response to Written Inquiries/Questions | June 22, 2018 End of Business |
| Section 1.2.2 | Deadline for Proposal Submission | June 29, 2018 End of Business |
| Section 1.3.8 | Estimated Respondent Presentation Date (subject to change) | July 11 & 12, 2018 TBD |
| Section 2.2 | Award Announcement (subject to change) | July 19, 2018 |
| | Estimated Agreement Start Date (subject to change) | August 1, 2018 |

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 | Contract for Services | 5 |
| Appendix G&H | Organization, Qualifications, Experience, References, and Sample Products (Paper towels, Toilet Paper, Can Liners, & Dispensers) | 55 |
| | 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 **(30)** = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Economic Impact

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

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

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

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

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

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

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

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

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

2.1.2.3 Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above. Responses with language adjustments, will have point reductions based on University risk assessment. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

2.1.2.4 Organization, Qualifications, Experience and References

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

2.1.2.5 General, Implementation, Training and Support

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

2.2 Award

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.

Response Submissions are to include, in order, the following 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
5. Appendix E – Contract for Services
6. Appendix G – Organization Reference Form
7. Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

4.0 APPENDICES

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

Appendix A – University of Maine System Response Cover Page

RFP #063-18
Janitorial Paper Products & Can Liners
University of Maine at Farmington & University of Southern Maine

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

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #063-18
Janitorial Paper Products & Can Liners
University of Maine at Farmington & University of Southern Maine

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP #063-18
Janitorial Paper Products & Can Liners
University of Maine at Farmington & University of Southern Maine

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as "optional" and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

Exhibit 1 Cost Response – Market Basket

Directions – Complete the following Market Basket. Numbers used are approximate only and are for comparison purposes (see Section 1.2.8). All prices provided in the market basket shall remain firm for the first year of the agreement. Percentage discount off Manufacturer’s suggested list pricing shall be the same as the discounted pricing for items listed in the market basket for items not listed. Percentage discount off Manufacturer’s suggested list pricing shall remain firm for the entire length of the Contract and any / all renewals (see Section 1.2.7). For a copy of the Market Basket in Excel format contact roger.ward@maine.edu

Respondents are to ship samples of your brand items included in the Respondent’s Market Basket submission. Samples clearly marked with your firm’s name are to be shipped to:

University of Maine at Farmington
 Facilities Management
 Farmington Fall Road
 Farmington, ME 04938

University of Southern Maine
 Facilities Management
 25 Bedford Street
 Portland, ME 04101

| <i>Unit Description</i> | <i>Unit Type</i> | <i>Price Per Unit</i> | <i>Number of Units</i> | <i>TOTAL PRICE</i> | <i>Your Brand</i> | <i>Pack/Size</i> |
|---|------------------|-----------------------|------------------------|--------------------|-------------------|------------------|
| Paper, Toilet Tissue | | | | | | |
| Paper, Toilet 2-Ply 80 Rolls/CS 500 Sheets/Roll | Case | \$ | x 900 | \$ | | |
| Paper, Toilet 2-Ply (Large Roll) 8 Rolls/CS 3.7" x 1,000' | Case | \$ | x 3,200 | \$ | | |
| Paper, Toilet 2-Ply, 9" x 1,000' | Case | \$ | x 100 | \$ | | |
| Paper, Toilet 1 Ply (Small Roll) 96/CS | Case | \$ | x100 | \$ | | |
| Paper, Toilet 2-Ply, 12" dia., 2,000', 3.35" core, 6/CS | Case | \$ | x400 | \$ | | |
| SUB-TOTAL #1: | | | | | | |
| Paper, Hand Towels | | | | | | |
| Paper, Towels 800' Roll, 7.875", 1-Ply, 6/CS, Brown | Case | \$ | x 1,200 | \$ | | |
| Paper, Towels 800' Roll, 7.875", 1-Ply, 6/CS, White | Case | \$ | x 100 | \$ | | |
| SUB-TOTAL #2: | | | | \$ | | |
| Can Liners | | | | | | |
| Can Liner, 33" x 60" Coreless, 22 Mic, 150/CS | Case | \$ | x 150 | \$ | | |
| Can Liner, 16 gallon, 8 Mic, 1,000/CS | Case | \$ | x 50 | \$ | | |
| Can Liner, 24x33 6 Mic, 1,000/CS | Case | \$ | x 65 | \$ | | |
| Can Liner, 33x40, 11 Mic, 500?CS | Case | \$ | x 100 | \$ | | |
| Can Liner, 38x60, 14 Mic, 200/CS | Case | \$ | x50 | \$ | | |
| Can Liner, 38x58, 2 Mil, 100/CS | Case | \$ | x 75 | \$ | | |
| Can Liner, 28.5x44, 200/CS | Case | \$ | x 125 | \$ | | |
| Can Liner, 56 gallon/43x47, .95 Mil, 100/CS | Case | \$ | x 200 | \$ | | |
| SUB-TOTAL #3: | | | | | | |
| TOTAL (Sub-Totals 1, 2, & 3 combined): | | | | \$ | | |
| Percentage Discount off Manufacturer's Suggested List Pricing: | | | | | % | |

Appendix D – Economic Impact Evaluation Form

RFP #063-18
Janitorial Paper Products & Can Liners
University of Maine at Farmington & University of Southern Maine

Respondent’s Organization Name: _____

Instructions

Each Respondent will complete the tables below to quantify the Respondent’s economic impact upon and within the State of Maine.

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

Table D1 - Recent Economic Impact (Respondent’s overall Economic Impact over the past 24-month period)

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

Table D2 - Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

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

For the tables above, the following definitions are provided:

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

Certification Statement

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix E – Contract for Services

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES MASTER AGREEMENT

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

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

Rider A - Specifications of Work to be Performed

Rider A-1 – Pricing

Rider B-1 – Insurance Requirements

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

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Contract Amendments as required

Request for Proposal #063-18 Issue Date **June 14, 2018** Titled **Janitorial Paper Products & Can Liners for University of Maine at Farmington and University of Southern Maine Contractor’s Bid in Response to Request for Proposal #063-18** Proposal Submission Date **June 29, 2018** Titled **Janitorial Paper Products & Can Liners for University of Maine at Farmington and University of Southern Maine**

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

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

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

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on **August 1, 2018** and shall terminate on **June 30, 2021**, unless terminated earlier as provided in this Contract with option for **three (3) additional one (1) year renewals** upon the parties' mutual agreement.

3. **Payment:**

A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a 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.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

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

4. **Termination:** The **Agreement or a Services Engagement (Rider D)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The

University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** John Souther and Jeff McKay, or their designee(s) shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:**
Unless otherwise provided by law or the University, title and possession of all data, reports,

programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

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

University of Maine System

Accounts Payable
PO Box 533
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)
Fax: [207-581-2698](tel:207-581-2698)
Email: UMAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Rider C** – University of Maine System Standards for Safeguarding Information
- G. **Rider D** – Services Engagement Form
- H. **Contract Amendments** as required
- I. **Request for Proposal #063-18** Issue Date **June 14, 2018** Titled **Janitorial Paper Products & Can Liners for University of Maine at Farmington and University of Southern Maine**
- J. **Contractor's Bid in Response to Request for Proposal #063-18** Proposal Submission Date **June 29, 2018** Titled **Janitorial Paper Products & Can Liners for University of Maine at Farmington and University of Southern Maine**

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

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

27. Smoking Policy

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

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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

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

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

BY: _____

Title: _____

Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____

Chief Financial/Business Officer or designee

Date: _____

**RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED**

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

INTENT AND PURPOSE

Provide janitorial paper products and applicable dispensers and / or can liners.

PRODUCT SCOPE OF WORK:

<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least annually 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.
3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice.

**RIDER A-1
PRICING**

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

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

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

Social Security Number ____ - ____ - _____

- or - Business EIN ____ - _____

Partnership EIN ____ - _____

Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

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

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

Limited Liability Company EIN ____ - _____

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

Government Entity EIN ____ - _____

Estate or Trust EIN ____ - _____

All other Entities EIN ____ - _____

Part 2 Exemption:

If exempt from Form 1099 reporting, check here:

and circle your qualifying exemption reason below

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

and

3. I am a U.S. person (including a U.S. resident alien).

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

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

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

**RIDER D
SERVICES ENGAGEMENT FORM**

Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between _____ (“Contractor”) and _____ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ (“Contractor”) and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:

The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Appendix F – Certificate of Insurability Form

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

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

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

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

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

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

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

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

Appendix G – Organization Reference Form

Respondent's Organization Name: _____

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

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

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

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

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

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

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

Respondent's Organization Name: _____

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

QUESTIONS:

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
4. 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.
5. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine at Farmington and University of Southern Maine. 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.
6. Describe your method for ordering and delivery of products to the Universities participating in this RFP? Include any abilities to order through an online process. Include how your firm would deliver products to each participating University (i.e. through a common carrier or through your firm's delivery trucks, are deliveries to a central location or are you able to deliver to individual buildings on campus, how many times per week can you make deliveries, etc.)
7. Describe your firm's dispenser replacement program. Does your firm have the ability to replace multiple brands of dispensers and dispenser parts? For new dispensers provided by the awarded vendor are new dispensers and parts included at no cost to the University? Describe in detail your cost structure for current and new dispensers and dispenser parts.
8. Describe in detail your plan for dispenser replacement as required for the University of Maine at Farmington. Include a timetable for full completion of dispensers (See Attachment A for list by buildings). Describe your ability to provide bathroom tissue to fit in the current dispensers till they are replaced.
9. Provide the University samples of all of the different size can liners, paper towels, toilet paper and sample dispenser(s) included in your bid sheet for the University to inspect for quality. The University is aware that not all manufacturers mil or mic rates are the same and will be scoring the quality of the products submitted. Products submitted shall be based on the products included in your Appendix C - Cost Response.
10. Describe your ability to invoice electronically and receive payments electronically. Does your firm have the ability to receive payments electronically?

11. Provide any value added, incentives, and/or additional discounts offered. Value added is defined as complimentary additions to core offerings. Examples of value added are inspection service plans, scholarships, free equipment, and/or rebates based on tiered spend levels.
12. Which of the sustainability attributes articulated in **Specifications / Scope of Work** are satisfied by the products in your market basket and how? Please explain how each of your products meet these criteria or exceed these criteria.
13. Please explain whether or not your company practices sustainability in its business operations? If it does practice sustainability, please explain your sustainability practices in relation to promoting equity, helping the local economy, and minimizing environmental impact.
14. Provide information on your firm's fill rate history. Include number of back-orders, average length of back-order and items in short supply applicable to this solicitation. In addition, provide information on your firm's plan to ensure inventory of the University required products on hand at all times.
15. **Financial Stability**
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

Attachment A

University of Maine at Farmington Bathroom Tissue Dispenser List

| <u>Location / Building</u> | <u># of Large Dispensers</u> |
|--|------------------------------|
| • Alumni Theater | 3 |
| • Black Hall | 1 |
| • Central Heat Plant | 1 |
| • Computer Center / Technology Commons | 7 |
| • Creative Writing House | 2 |
| • Dakin hall | 27 |
| • Dearborn Gym | 10 |
| • Education Center | 14 |
| • Emery Community Arts Center | 5 |
| • Facilities Management | 2 |
| • Fitness & Rec Center | 8 |
| • Franklin Hall | 3 |
| • Lockwood Hall | 21 |
| • Look House | 2 |
| • Mallett Hall | 23 |
| • Mantor Library | 5 |
| • Merrill Hall | 7 |
| • Olsen Student Center/Dining Center | 20 |
| • Preble Hall | 5 |
| • Psychology | 2 |
| • Purington Hall | 19 |
| • Ricker Hall | 8 |
| • Ricker Hall Addition | 8 |
| • Roberts Learning Center | 18 |
| • Scott Hall North | 23 |
| • Scott Hall South | 25 |
| • Scott Hall West | 16 |
| • Stone Hall | 21 |
| | <hr/> |
| TOTAL: | 306 |