



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

University of Southern Maine Snow Removal &  
Sanding Services

RFP #014-19

**Issued Date:** August 9, 2018

**Mandatory Pre-bid Conference / Walk-through:** August 14,  
2018 10:00 AM

**Response Deadline Date/Time:** August 24, 2018, by End of  
Business

**Response Submission Information:**

Submitted electronically to [gregg@maine.edu](mailto:gregg@maine.edu)  
Email Subject Line – **USM Snow Plow & Sanding - RFP#014-19**

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Ryan Ward  
Email: [gregg@maine.edu](mailto:gregg@maine.edu) Phone: **(207) 780-5097**

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## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

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

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

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

#### 1.1.2 Background

##### Overview

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

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

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

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

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

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

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

## **Campus thumbnails**

### **University of Southern Maine**

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

#### **1.1.3 Purpose**

The **University of Southern Maine** is seeking responses to provide **Snow Removal** 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 Southern Maine**, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

#### **1.1.4 Specifications / Scope of Work**

Work under this contract includes, but not limited to, plowing snow, sanding and salting areas described in **Attachment A (page 28)** and **Attachment C (separate document)** according to requirements of this solicitation. Services generally beginning November 1st and ending May 15th. The actual beginning and ending dates may vary, depending upon weather conditions. The Contractor shall fulfill the requirements of this contract whether or not the dates are earlier or later than stated.

The University's Gorham campus has approximately 570,000 +/- square feet of parking area and approximately 2.5 square miles of roadway. These areas must be cleared of accumulated, drifted, and ice-packed snow,

sanded and salted, prior to 7:00 a.m. The Gorham campus is a resident student campus with students entering and leaving the campus at all hours as well as being involved in many campus activities regardless of weather. The Gorham campus never closes. All roadways on the Gorham campus must be kept open throughout a winter storm event. In order to properly clear all parking lots of snow, the day following a storm, a parking ban **may** be called by the campus Grounds Department. The Contractor will be required to provide services up to 24 hours after the last snow has fallen, or till roadways and parking lots have been completely cleared. Contractor will be required to have all roadways and parking lots clear down to pavement within 24 hours after the last snow has fallen. The Contractor will be required to return to campus and plow the resident student lots which will be cleared of parked cars as a result of the parking ban. Snow must be cleared to locations specified by the grounds coordinator to minimize the loss of existing parking spaces throughout the snow season. Snow plowing will begin after accumulation of 2" of snow under normal conditions, but will be subject to the University's discretion. Currently the University is sanding / salting of walkways, roadways, and parking lots utilizing a sand/salt mix located on campus. The Contractor will be required to spread sand/salt mix on roadways and parking lots. The University will provide the Contractor salt/sand mix on the Gorham Campus. The Contractor will need to provide their own loader and operator to load their trucks. The Contractor will NOT have access to University equipment at any time. The University will replenish the salt/sand mix as needed. The Contractor will be allowed to stage equipment on the Gorham Campus. The staging location will G-13C. Fuel tanks may be stored, with the University's approval, on campus however will need to meet all Federal/State/Local/University rules and regulations and be required to have a locking mechanism to prevent unauthorized usage / spillage.

The University seeks additional pricing for Gorham and Portland campuses. The University will determine, in its sole discretion, if the University will add additional services listed below to the services listed above.

**Additional Services / Pricing, Gorham Campus:**

Additionally the University seeks separately pricing for snow removal and sanding/salting of all sidewalks up to the doors of all buildings on the Gorham Campus. This would be considered a full "turn-key" snow removal for the Gorham Campus. The University will provide salt/sand mix to the Contractor. See areas highlighted in yellow in **Attachment D (separate document)**.

**Additional Services / Pricing, Portland Campus:**

Additionally the University seeks separately pricing for snow removal of all University owned roadways and parking lots. Sanding/salting of University roadways and parking lots will be completed by the University. See areas highlighted in orange in **Attachment E (separate document)**.

## 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 F**. Contract initial term and renewal periods are reflected in Section 2 of Appendix F, 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](http://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**

Quoted prices will be in effect for first term of the contract. After this period notification of price increases must be furnished in writing to the Contract Administrator for approval. Price increases must be based upon actual increases in cost(s) to the Contractor, which can be documented. The University reserves the right to rebid the contract if it does not accept the proposed price increase.

The University will pay annual cost in seven (7) equal monthly payments beginning in November and thirty (30) days in arrears. All on-call / as-needed services will be paid net 30 days upon invoiced.

The University will allow the Contractor to request a pricing increase if fuel prices increase by more than 25% from year to year. The University reserves the right to not accept price increase(s) if deemed unreasonable, at the sole discretion of the University.

#### **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 Contractor Term**

The Contract term shall be for a period of one (1) year OR three (3) years. With mutual written agreement of the parties of a Contract for one (1) year may be extended for four (4) additional one (1) year renewals for a total of a possible five (5) years. If Contract is awarded as a three (3) year contract may be extended for two (2) additional one (1) year renewals for a total of a possible five (5) years.

#### **1.2.10 Employees**

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

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.3	<b>Mandatory</b> Pre-bid Conference / Walk-through, Gorham Campus	<b>August 14, 2018 10:00 am</b>
Section 1.3.3	<b>Mandatory</b> Pre-bid Conference / Walk-through, Portland Campus	<b>August 14, 2018 1:00 pm</b>
Section 1.2.2	Deadline for Written Inquiries/Questions	<b>August 15, 2018 End of Business</b>
Section 1.2.2	Response to Written Inquiries/Questions	<b>August 17, 2018 End of Business</b>
Section 1.2.2	Deadline for Proposal Submission	<b>August 24, 2018 End of Business</b>
Section 2.2	Award Announcement ( <b>subject to change</b> )	<b>September 14, 2018</b>
	Estimated Agreement Start Date ( <b>subject to change</b> )	<b>October 15, 2018</b>

### 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 Mandatory Pre-bid Conference / Walk-through

A **Mandatory** attendance Pre-bid Conference / Walk-through will be held **August 14, 2018 starting at 10:00 am** on the Gorham Campus. Attendees are to meet at the Gorham Campus Facilities Management Building located on the Gorham Campus next to the athletic fields. Parking is available next to the Facilities Building.

The University will continue the **Mandatory** attendance Pre-bid Conference / Walk-through **August 14, 2018 at 1:00 pm** on the Portland Campus. Attendees are to meet at the Portland Campus Facilities Management Building. Parking is limited next to the Facilities Building, attendees can park in the University Parking Garage.

### 1.3.4 Debarment

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

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

Submission is also agreement that the University will be notified of any change in this status.

#### 1.3.5 Response Understanding

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

#### 1.3.6 Response Validity

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

#### 1.3.7 Non-Response Submission

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

#### 1.3.8 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	40
Appendix G&H	Organization, Qualifications, Experience and References	60
	<b>Total Points</b>	<b>100</b>

#### 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 (45) = 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 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.

### 2.2 Award

It is the intent of the University to award this proposal all to one Respondent.

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](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. 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.

**Complete and provide the following Appendices in the order shown below**

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 Exhibit
4. Appendix D – Organization Reference Form
5. Answers to the questions in Appendix E – Organization, Qualification, & 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 – Organization Reference Form
- 4.5** Appendix E – Evaluation Question(s) - Organization, Qualifications and Experience
- 4.6** Attachment A – USM Gorham Campus Parking Lots
- 4.7** Appendix F – SAMPLE Contract for Services (Not to be completed)



# Appendix A – University of Maine System Response Cover Page

**RFP #014-19**

## **University of Southern Maine Snow Removal & Sanding – Gorham Campus**

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 #014-19**

**University of Southern Maine Snow Removal & Sanding – Gorham Campus**

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 #014-19**

### **University of Southern Maine Snow Removal & Sanding – Gorham Campus**

Respondent's Organization Name:

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#### **GENERAL INSTRUCTIONS:**

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

**General Instructions:**

Respondents shall ensure that all information required herein is submitted with the bid. 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 bid or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Respondents are NOT required to provide pricing for both campuses. Only complete the Exhibit(s) that are applicable to your firm's submission.

The University will pay annual cost in seven (7) equal monthly payments beginning in November and thirty (30) days in arrears. All on-call / as-needed services will be paid net 30 days upon invoiced.

## Exhibit 1 – Cost Response Form Gorham Only

Provide annual pricing for all applicable options. Salt/sand mix will be provided to the Contractor onsite for use.

### **One (1) year contract pricing with options for four (4) additional one (1) year renewals.**

1. Snow removal and salt/sanding for all Gorham Campus parking lots and University owned roads: \$ \_\_\_\_\_ /Annually
2. Snow removal and salt/sanding for all Gorham Campus parking lots, University owned roads, And all walkways / building entrances: \$ \_\_\_\_\_ /Annually

### **Three (3) year contract pricing with options for two (2) additional one (1) year renewals.**

1. Snow removal and salt/sanding for all Gorham Campus parking lots and University Owned Roads:  
\$ \_\_\_\_\_ /Annually x 3 years = \$ \_\_\_\_\_ /3 Years
2. Snow removal and salt/sanding for all Gorham Campus parking lots, University owned roads, AND all walkways / building entrances:  
\$ \_\_\_\_\_ /Annually x 3 years = \$ \_\_\_\_\_ /3 Years

### **Additional Pricing for on-call / as-needed services when requested by the University.**

Snow ban plowing costs for Resident Student lots. Cost for each ban: \$ \_\_\_\_\_

Time, Material, and Equipment Costs for additional work as may be required on an hourly basis: \$ \_\_\_\_\_ /hr.

Time, Material, and Equipment Costs for spreading sand/salt mix on campus roadways on an hourly basis when requested. The sander (hopper) used by the Contractor shall have a minimum capacity of two (2) cubic yards. \$ \_\_\_\_\_ /hr.

Time, Material, and Equipment Costs for loading & hauling snow off campus to a snow dump, within a five mile radius of the Gorham campus, that meets all applicable codes and regulations on an hourly basis: \$ \_\_\_\_\_ /hr.

## Exhibit 2 – Cost Response Form Portland Only

Provide annual pricing for all applicable options. Salt/sanding of all University owned parking lots and roadways will be completed by the University.

### **One (1) year contract pricing with options for four (4) additional one (1) year renewals.**

1. Snow removal for all Portland Campus parking lots and University owned roads: \$ \_\_\_\_\_ /Annually

### **Three (3) year contract pricing with options for two (2) additional one (1) year renewals.**

1. Snow removal for all Portland Campus parking lots and University owned roads:

\$ \_\_\_\_\_ /Annually x 3 years = \$ \_\_\_\_\_ /3 Years

## Exhibit 3 – Cost Response Form Gorham and Portland Campuses Combined

Provide annual pricing for all applicable options. Salt/sand mix will be provided to the Contractor onsite for use for Gorham Campus ONLY. University will salt/sand all parking lots and University owned roads.

### **One (1) year contract pricing with options for four (4) additional one (1) year renewals.**

1. Snow removal and salt/sanding for all Gorham Campus parking lots and University owned roads plus snow removal for all Portland Campus parking lots and University owned roads:

\$ \_\_\_\_\_ /Annually

2. Snow removal and salt/sanding for all Gorham Campus parking lots, University owned roads, and all walkways / building entrances plus snow removal for all Portland Campus parking lots and University owned roads:

\$ \_\_\_\_\_ /Annually

### **Three (3) year contract pricing with options for two (2) additional one (1) year renewals.**

1. Snow removal and salt/sanding for all Gorham Campus parking lots and University owned roads plus snow removal for all Portland Campus parking lots and University owned roads:

\$ \_\_\_\_\_ /Annually x 3 years = \$ \_\_\_\_\_ /3 Years

2. Snow removal and salt/sanding for all Gorham Campus parking lots, University owned roads, and all walkways / building entrances plus snow removal for all Portland Campus parking lots and University owned roads:

\$ \_\_\_\_\_ /Annually x 3 years = \$ \_\_\_\_\_ /3 Years

### **Additional Pricing for on-call / as-needed services when requested by the University.**

Snow ban plowing costs for Resident Student lots. Cost for each ban:

\$ \_\_\_\_\_

Time, Material, and Equipment Costs for additional work as may be required on an hourly basis:

\$ \_\_\_\_\_ /hr.

Time, Material, and Equipment Costs for spreading sand/salt mix on campus



roadways on an hourly basis when requested.  
The sander (hopper) used by the Contractor shall have  
a minimum capacity of two (2) cubic yards.

\$ \_\_\_\_\_/hr.

Time, Material, and Equipment Costs for loading  
& hauling snow off campus to a snow dump, within  
a five mile radius of the Gorham campus, that meets  
all applicable codes and regulations on an hourly basis:

\$ \_\_\_\_\_/hr.

## Appendix D – 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 E – 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 snow removal and sanding.
2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
3. Provide a statement indicating your firm's ability to meet the insurability requirements of Rider B-1 – Insurance Requirements. (Awarded Contractors will be required to provide a Certificate of Insurability listing the University of Maine System as a certificate holder.)
4. Provide your company's Workers Compensation Experience Modifications Rate EMR for the past three (3) years.
5. Provide a list of all equipment that will be used to provide services to the University of Southern Maine, Gorham Campus and any backup equipment that will be available. See **Attachment B**
6. Provide, if needed, a list of questions, concerns, or exceptions to the attached Appendix F - University of Maine System Contract for Services that would need to be resolved before the Respondent could complete the contract. Do not complete the contract as part of the Response submission.
7. **Financial Stability**  
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

## Attachment A – USM Gorham Campus Parking Lots

<i>Parking Lot</i>	<i>Type of Lot</i>	<i>Number of Spaces</i>					<i>TOTAL</i>
G – 1	Faculty	8	2	18			28
GS – 1	Resident/Faculty	75	4				79
G – 2A	Commuter	94					94
G – 2B	Commuter	71	9				80
GS – 2	Resident/Faculty	66	13	2			81
GC – 2	Faculty	16	1				17
G – 3	Faculty	75	4	2			81
GC – 3	Faculty	6					6
G – 4	Commuter	54	4				58
G – 6	Resident/Faculty	7	2	7			16
G – 7	Resident	58	1				59
G – 8	Faculty	51	2				53
G – 9	Faculty	6	1	2			9
G – 11	Resident	47	3	8			58
G – 12	Resident	118	4				122
G – 12 A	Resident/Faculty	14	11	1			26
G – 13 A	Resident	73	2				75
G – 13 B	Resident	99					99
G – 13 C	Resident	91	2				93
G – 14	Resident	21					21
G – 15	Faculty	11	4				15
G – 16	Commuter/Resident	100	30	4	7		141
G – 17	Commuter/Faculty	40	8	4			52
G – 19	Commuter	102	1				103
G – 20	Resident	212	3	5			220
Robie/Andrews	Disability	2					2
Phillippi	Disability	6					6
Dick/Wood	Metered/Service	2	1				3
Admissions Office	Faculty	19	2				21
7 College Ave	Faculty	6	1				7
128 School St.	Visitor	3					3
JMC Meters	Meters only	4					4
Student Center	Disability only	4					4
<b>TOTAL SPACES</b>							<b>1736</b>
Table:	Faculty	Service					
	Resident	Commuter	Disability	Meter	Timed	Visitor	

## Attachment B – Equipment List

Complete the list below. Indicate which equipment may be kept / staged at the University, if awarded. For backup equipment indicate location / town where it will be staged and estimated time for your firm to have the backup equipment onsite if/when needed.

### Equipment that will be utilized primarily for Gorham

---

1. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

2. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

3. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

## Attachment B – Equipment List Continued

4. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

5. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

6. Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Size: \_\_\_\_\_

Type: \_\_\_\_\_

Mileage/Hours: \_\_\_\_\_

Will this unit be kept / staged at the University: \_\_\_\_\_/No \_\_\_\_\_/Yes

If not staged at the University which town will it be staged in: \_\_\_\_\_

## Attachment B – Equipment List Continued

### Backup Equipment

1. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_
  
2. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_
  
3. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_

## Attachment B – Equipment List Continued

### Backup Equipment Continued

4. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_
5. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_
6. Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Size: \_\_\_\_\_  
Type: \_\_\_\_\_  
Mileage/Hours: \_\_\_\_\_  
Location of Backup Equipment: \_\_\_\_\_  
Estimated Number of Hours to Arrival on Campus: \_\_\_\_\_



## Appendix F – **SAMPLE** Contract for Services

**Directions:** This Contract is for Respondents' information only, the University will require Awardees to complete a contract as shown below.

### **UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES**

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

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

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

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

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Services Engagement Form

**Contract Amendments** as required

**Request for Proposal #015-18** Issue Date **August 9, 2018** Titled **University of Southern Maine Snow Removal & Sanding – Gorham Campus**

**Contractor's Bid in Response to Request for Proposal #015-18** Proposal Submission Date **August 24, 2018** Titled **University of Southern Maine Snow Removal & Sanding – Gorham Campus**

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

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

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

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term:** This Contract shall commence on **October 15, 2018** and shall terminate on **October 14, 2019**, unless terminated earlier as provided in this Contract with option for **four (4) additional one (1) year renewals** upon the parties' mutual agreement.
3. **Payment:**
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
  - B. **"Additional Services"** The University will have the option to purchase additional services under this Agreement.
  - C. **"Multi-Institution Capabilities"** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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:**

16. **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](mailto:UMAP@maine.edu)

17. **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 #015-18** Issue Date **August 9, 2018** Titled **University of Southern Maine Snow Removal & Sanding – Gorham Campus**
- J. **Contractor's Bid in Response to Request for Proposal #015-18** Proposal Submission Date **August 24, 2018** Titled **University of Southern Maine Snow Removal & Sanding – Gorham Campus**

**18. 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.

**19. 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

Work under this contract includes plowing snow, sanding and salting areas described in Attachment A according to requirements of this solicitation generally beginning November 1st and ending May 15th. The actual beginning and ending dates may vary, depending upon weather conditions. The Contractor shall fulfill the requirements of this contract whether or not the dates are earlier or later than stated.

The University's Gorham campus has approximately 570,000 +/- square feet of parking area and approximately 2.5 square miles of roadway. These areas must be cleared of accumulated, drifted, and ice-packed snow, sanded and salted, when necessary, prior to 7:00 a.m. The Gorham campus is a resident student campus with students entering and leaving the campus at all hours as well as being involved in many campus activities regardless of weather. The Gorham campus never closes. All roadways on the Gorham campus must be kept open throughout a winter storm event. In order to properly clear all parking lots of snow, the day following a storm, a parking ban **MAY** be called by the campus Grounds Department. The contractor will be required to return to campus and plow the resident student lots which will be cleared of parked cars as a result of the parking ban. Snow must be cleared to locations specified by the grounds coordinator to minimize the loss of existing parking spaces throughout the snow season. Snow plowing will begin after accumulation of 2" of snow under normal conditions, but will be subject to the University's discretion. A sand/salt mix must be provided by the Contractor and spread when requested or if conditions require application

### 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. **Equipment:** The Contractor shall have adequate equipment to service all areas under this contract. Plow trucks shall be equipped with a plow and sanding unit. Sanders will be capable of uniformly distributing sand on roadway and parking lot surfaces and shall be equipped with controls that provide varying application rates.
3. **Breakdowns and Other Failures / Backup Equipment:** The Contractor shall keep vehicles and equipment operational at all times throughout the contract period. The Contractor shall immediately contact the Contract Administrator at 780-4610 to report any breakdowns. In the event a breakdown cannot be repaired within two hours, the Contractor shall utilize backup equipment until repairs are completed. Complete descriptions of all backup equipment must be submitted in the Contractor's bid. Backup equipment must be readily available at all times. If the Contractor fails to provide snow removal and sanding services for any reason, the University shall complete the work as required and shall deduct for direct costs from monies due.
4. **Communication Center:** The Contractor shall have a communications center which can be reached by telephone 24 hours a day, 7 days a week, for notification purposes.
5. **Sand and Salt:** Shall be provided by the University. The Contractor shall provide equipment to load sand and salt, on-site."
6. **Notification and Response:** The Contractor must coordinate activities with the Office of Facilities Management.
7. **Contractor's Equipment:** The University will provide space for the Contractor to store equipment required for this contract, on site. The University shall not be held liable for damage, theft or any loss of Contractor equipment stored at the University."



**RIDER A-1  
PRICING**

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

SAMPLE

**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)	\$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
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 C**  
**UNIVERSITY OF MAINE SYSTEM**  
**STANDARDS FOR SAFEGUARDING INFORMATION**

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
  - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
  - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from,

or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

3. Return or Destruction of Compliant or Business Sensitive Information:

A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
  - Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
  - Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.
11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
  - A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
  - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.

- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
  - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
  - E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
  - F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
  - G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
  - H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.