



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

Grounds Maintenance Services
University of Maine Hutchinson Center
RFP #016-19

Issued Date: August 29, 2018

Optional Respondents' Pre-bid Conference / Walk-through:
September 11, 2018 10:00 AM

Response Deadline Date/Time: September 20, 2018, by End of
Business

Response Submission Information:

Submitted electronically to: rachel.piper@maine.edu
Email Subject Line: UM Hutchinson Center Grounds Maint. Services –
RFP #016-19

Response Contact Information:

Strategic Sourcing Manager (SSM): Rachel Piper
Email: rachel.piper@maine.edu Phone: (207) 780-5633

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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

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

1.1.3 Purpose

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

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**, 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

Services are required for a program of grounds and landscape care which shall include turf mowing and maintenance; care of shrubs, plantings and trees; road and walkway cleaning, sanding and snow removal. There are approximately 6 acres of landscape areas, and approximately 2.2 acres of pavement and walkways for snow removal and sanding. Specifications and standard service levels for all tasks are fully described below. The Contractor will provide all labor, supplies/materials and equipment necessary to perform the work. All dates referenced in the standard service

levels are approximate and dependent on weather conditions. The Contractor shall be responsible for timely performance of the work whether or not the required dates are as stated in the specifications.

A. Turf

1. Mowing: Weekly or as required throughout the growing season. Lawns shall be mowed at a height between 2" and 3". Contractor shall adjust lawn mowing height if requested by the Hutchinson Center Facilities Coordinator. Trash and debris, if present, shall be removed and disposed of prior to mowing. Contractor shall move any outdoor equipment, trash containers, picnic tables or any other item of value for mowing and shall return all items to original locations.
2. Grass Clippings: Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mower causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. Contractor shall remove grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed. Hutchinson Center dumpsters and land shall not be used for disposal of grass clippings or other landscape wastes and debris.
3. Trimming: At every mowing, Contractor shall trim around trees, sign posts, near buildings, in curbs and gutters, around all dumpsters and dumpster area, and any other part of the lawn area where the lawn mowers may not be able to reach during mowing. Trimmed areas shall be at the same height as the mowed height of the lawn. Care shall be taken to avoid damaging trees, shrubs, buildings, and objects.
4. Contractor shall be responsible for repairing snow plow damage. Contractor shall be responsible for the success of any seeding or repair.

B. General Landscape Maintenance

1. Mulch: Contractor shall top dress shrub beds and around trees to a 3" depth as needed.
2. Edging: Contractor shall edge all borders of turf to maintain clear contour lines. All curbs and cobblestone areas shall be edged and kept free of weeds and grass. Weeds and grass shall be trimmed back one (1) foot from edge of parking lot(s).
3. Pruning: Contractor shall maintain proper growth habit and health of all plants, shrubs and trees on property. Trim shrubs and trees away from building. Trim all dead growth from trees and shrubs. Timing of pruning activities will be based on variety and desired outcome.

4. Monitor landscape condition: Contractor shall report insect and disease problems to Facilities Coordinator.

C. Spring Cleanup

1. Contractor shall remove salt and sand from pavement areas, parking lots, entrances, and walkways by the end of April.
2. Contractor shall rake and remove leaves; and remove debris and litter from lawns and landscape areas.
3. The University may purchase flowers (annuals). Contractor shall install the flowers as requested by the Facilities Coordinator.
4. Contractor shall apply mulch to a depth of 3" to planting beds and around trees and shrubs.

D. Fall Cleanup

1. Contractor shall rake and remove leaves.
2. After killing frost, Contractor shall remove all annuals from beds; and prune shrubs, trees and perennials as required.

E. Snow Plowing, Snow Removal and Sanding

1. The Contractor shall monitor weather conditions and respond as needed for snow plowing and sanding.
2. Contractor shall provide all necessary equipment (to include but not be limited to shovels, ice picks, plows, backhoes, dump trucks, front-end loaders, sanders, snow blowers) with the capability of removing all accumulation of snow and ice from the approximately 2.2 acres of pavement and walkways. Snow accumulation shall be approximately 2" before plowing begins. Plowing and sanding may be requested at any time by the Facilities Coordinator.
3. Snow plowed from parking lots/pavement areas shall be placed in designated locations.
4. Off premises removal of excess snow shall be on direction from the Facilities Coordinator and charged as quoted in **Appendix C – Cost Response Form Exhibit 1**.
5. Sand shall be in an approximate ratio of 8:1 (sand/salt) for mix stored under cover, and approximately 4:1 (sand/salt) for mix stored outside.
6. Contractor shall use sand on and around the porch area to protect greenery. Area to be treated specifically with such product is approximately 30 sq. feet.

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 Contractor/Consultant Agreement, a sample of which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contractor/Consultant Agreement, 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 Contractor/Consultant Agreement (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 Contractor/Consultant Agreement
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 conditions 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 of your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

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

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

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

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

1.2.3 Confidentiality

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

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

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

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

1.2.4 Costs of Preparation

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

1.2.5 Authorization

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

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

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided shall remain firm for the first term of the agreement. Contractor shall notify the University ninety (90) days prior to the renewal date of any price increase. Price increases must be mutually agreed upon between the University and Contractor.

Lawn mowing, trimming, and removal of grass clippings, grounds maintenance and weeding, spring cleanup, mulching, planting of flowers and plants, fall cleanup, and snow removal shall be charged annually and paid in twelve (12) equal payments the first of each month. Services shall include, but not be limited to, equipment, labor, salt, salt/sand mix, overhead, etc. and should be considered all-inclusive with the exception of plants and/or flowers.

Purchase of materials such as flowers/plants shall be invoiced to the University at cost to the Contractor plus markup.

1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 Employees

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

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
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Section 1.3.7	OPTIONAL Respondents' Pre-Bid Conference	September 11, 2018 10:00 AM EST
Section 1.2.2	Deadline for Written Inquiries/Questions	September 12, 2018 End of Business
Section 1.2.2	Response to Written Inquiries/Questions	September 14, 2018 End of Business
Section 1.2.2	Deadline for Proposal Submission	September 20, 2018 End of Business
Section 2.2	Award Announcement (subject to change)	October 1, 2018
	Estimated Agreement Start Date (subject to change)	November 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' Pre-bid / Walk-through

An OPTIONAL ATTENDANCE pre-bid walk-through / conference will be held September 11, 2018 starting at 10:00 am at the Hutchinson Center. At that time Respondents will be given an exterior tour of the facility. All questions are to be submitted to the contact person listed on the cover page of this RFP and as directed in Section 1.3.7 Timeline of Key Events. The University requests that Respondents planning on attending notify the University with the name(s) and title(s) of the person(s) attending.

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	50
Appendix D & E	Organization, Qualifications, Experience and References	50
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 **(50)** = 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

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.

Submit the following documents:

- 1. Appendix A – Cover Page**
- 2. Appendix B - Debarment, Performance and Non-Collusion Certification**
- 3. Appendix C – Required Cost Evaluation Exhibits**
- 4. Appendix D – Organization Reference Form**
- 5. Answers to Appendix E – 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 – Organization Reference Form
- 4.5** Appendix E – Evaluation Question(s) - Organization, Qualifications and Experience
- 4.6** Appendix F – Contractor/Consultant Agreement

Appendix A – University of Maine System Response Cover Page

RFP #016-19 Grounds Maintenance Services for UMaine Hutchinson Center

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 of 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 #016-19 Grounds Maintenance Services for UMaine Hutchinson Center

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 #016-19
Grounds Maintenance Services for UMaine Hutchinson Center

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 Respondent 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 A – Cost Response Form

The Awarded Contractor shall provide all equipment, materials, labor, etc. to perform the services described in **Section 1.1.4 Specifications / Scope of Work**. Pricing shall include, but not be limited to, equipment, materials, small package disposals, salt, salt/sand mix, labor, overhead, fuel, travel, insurance, and any/all other costs. Pricing shall be considered “turn-key”.

The University reserves the right to award a one (1) year contract or three (3) year contract determined solely by the University and which may be in the best interest of the University at the University’s discretion. Provide pricing for all pricing options. The University may commit, if determined to be in the University’s best interest, to long-term contracting with an experienced Contractor if provided annual discounted pricing for a long-term contract.

Off premises snow removal will be paid on an hourly basis.

Markup plus shall be based on percentage the University will be invoiced above the Contractor’s price. Markup plus shall be firm for all terms of the contract including any / all renewals.

Total annual costs for all services will be paid evenly over twelve (12) months.

One (1) Year Contract

Event	Annual Cost	# of Years	TOTAL
Lawn Mowing & Weeding (mowing, trim, grass removal, clippings)	\$ _____ / Annually	X 1 year =	\$ _____
Grounds Maintenance (weed & mulch each spring, prune trees, shrubs and perennials)	\$ _____ / Annually	X 1 year =	\$ _____
Spring Cleanup	\$ _____ / Annually	X 1 year =	\$ _____
Fall Cleanup	\$ _____ / Annually	X 1 year =	\$ _____
Snow Plowing, Salting and Sanding	\$ _____ / Annually	X 1 year =	\$ _____
TOTAL:	\$ _____ / Annually	X 1 year =	\$ _____

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/supporting grounds services.
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. Include number of years Respondent has been utilizing the subcontractor(s) for this type of work and specify what work the subcontractor will be performing. Also include confirmation that the subcontractor(s) understands that the subcontractor(s) are bound by the same requirements as the awarded Contractor(s), including insurance requirements.
3. Provide a detailed list of equipment available (owned, leased, rented, etc.) that, if awarded, your firm will utilize to perform the required services listed in **Section 1.1.4 Specifications / Scope of Work**. Include make, model, and year if available. Include a list of backup equipment for breakdowns and include approximate arrival time for backup equipment to the Hutchinson Center.
4. Describe your firm's understanding and ability to meet the needs of the University for the services described in **Section 1.1.4 Specifications / Scope of Work** detailed in this document. Include in your firm's response a detailed plan of how your firm will meet the needs of the University.
5. Does your firm accept the Terms and Conditions in **Appendix F - University of Maine System Contractor/Consultant Agreement**, yes or no?
6. Provide a statement acknowledging your firm's ability to meet the insurance requirements listed in pages 34 & 35 of this RFP.
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.

Appendix F – SAMPLE Contactor/Consultant Agreement

UNIVERSITY OF MAINE SYSTEM CONTRACTOR/CONSULTANT AGREEMENT

This Contract entered into this ____ day of __, 20____, by and between the University of Maine System, acting through the _____; hereinafter “University,” and _____, hereinafter “Contractor.”

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 to provide _____;

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

1. **Scope of Work:** The Contractor agrees to perform the Scope of Work as described in Attachment A, which may be amended from time to time by mutual consent of the parties in writing, and is hereby incorporated.
2. **Term:**
 - 2.1 **EFFECTIVE DATES:** This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract with option for <<enter renewals as appropriate>> upon the parties’ mutual agreement.
 - 2.2 **TERMINATION BY MUTUAL AGREEMENT OR WITH NOTICE:** This Contract may be terminated by mutual agreement of the parties in writing or by either party upon ten (10) days prior written notice to the other party.
 - 2.3 **TERMINATION FOR BREACH:** Notwithstanding any other provision, this Contract may be terminated immediately, upon written notice, in the event the University or the Contractor determines the other party has materially breached any term or condition of this Contract, provided that the party so notified shall be allowed thirty (30) days to cure any such breach.
 - 2.4 **EFFECT OF TERMINATION:** Upon termination of the Contract neither party shall have any further obligation hereunder except for those obligations which accrued prior to the date of termination, and except for the parties’ indemnification obligations provided for in Section 11 of this Contract.
3. **Payment:**
 - 3.1 The University shall compensate the Contractor under this Contract on an individual project basis for actual labor, equipment and materials costs. The total of all payments made for each individual project shall be less than Fifty Thousand Dollars (\$50,000.00). No payments shall be made over the agreed upon per project maximum without a written Modification to the Contract. Individual projects at or above \$50,000 will require the use of state of Maine wage rates.
 - 3.2 Payment shall be made within thirty (30) days of approval of each payment requisition, which details the work performed. All requests for payment shall be sent to:

[Name]
[Title]
Office of Facilities Management
University of “...”
[address]
4. **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.

5. **Modification**: This Contract shall only be modified by a formal written Modification, signed by both parties.
6. **Assignment**: This Contract, or any part thereof, shall not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
7. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine without reference to its conflict of laws principles.
8. **Administration**: The University's authorized representative in all matters pertaining to the administration and day to day operations and activities of this Contract shall be as outlined in Section 20.1.
9. **Clarification of Responsibilities**: Whenever a conflict, contradiction, or discrepancy exists between any statutes, regulations, plans, or specifications, or if the Contractor requests clarification of their responsibilities hereunder, it is the Contractor's responsibility to obtain written clarification from the above named representative or designee prior to deviating from the terms of this Contract.
10. **Non-Discrimination**: In the execution of this Contract, the Contractor and all subcontractors, consistent with University policy, shall not discriminate on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veteran's status, and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of qualified individuals with disabilities.
11. **Indemnification**:
 - 11.1 The University agrees to indemnify and hold harmless the Contractor from and against any and all claims, actions, lawsuits, judgments, and costs, including reasonable attorney's fees, that the Contractor may become liable to pay or defend due to bodily injury or property damage caused by the negligent acts or omissions of the University, arising out of or in connection with the University's performance of its obligations under this Contract; PROVIDED that any liability of the University under this Contract shall be limited by the provisions and limitations of the Maine Tort Claims Act, 14 MRSA § 8101, et. seq.
 - 11.2 The Contractor shall indemnify, hold harmless and defend the University, its trustees, officers, employees and agents, from and against any and all losses, expenses, claims, lawsuits, damages, judgments, and costs, including reasonable attorney's fees, suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the negligent acts, omissions or operations of the Contractor or any subcontractor under this Contract.
12. **Contract Validity**: In the event one or more clauses or sections of this Contract are declared invalid, void, unenforceable, or illegal, that declaration shall not affect the validity of the remaining clauses or sections of this Contract.
13. **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. 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 or sick leave, Workers' Compensation or similar benefits available to University 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.

14. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
15. **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.
16. **Recordkeeping, 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 this Contract. All such records shall be kept for a period of seven (7) years or for such longer period as specified herein. All retention periods start on the first day after the final payment on this Contract. If a 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.
17. **Publicity, Publications, Reproductions, 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, furnishing, 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 or any of its officers, agents, employees, or subcontractors, either during or after termination of this 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.
18. **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.
19. **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.
20. **Notices**: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the authorized representative of each party.
- 20.1 The authorized representative of the University shall be:
- _____
- _____
- 20.2 The authorized representative of the Contractor shall be:
- _____
- _____
21. **Insurance Requirements**: Required insurances shall be in accordance with those outlined in Attachment B, hereby incorporated.

22. **Tobacco Free Campus Policy:** On January 1, 2011 the University adopted a tobacco free campus policy. As of January 1, 2012 compliance with the tobacco free campus policy became mandatory. This Section serves as notification to Contractor of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:

- a. First offense – counseling of contractor employee.
- b. Second offense – contractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free campus is located at:

<https://umaine.edu/news/blog/2010/02/25/umaine-sets-tobacco-free-campus-date-at-jan-1-2011/>

23. Contractor shall obtain a University of Maine excavation permit for all campus excavation activities through the Office of Facilities Management.

24. Contractor shall have a lockout/tagout program in place prior to starting work that requires lockout/tagout activities.

25. Contractor, and subcontractors, shall comply with the following University of Maine policies, as they pertain to the Work:

- a. Parking policy: <https://umaine.edu/parking/rules-regulations/>
- b. Trenching and Excavation policy: <http://www2.umaine.edu/SEM/Documents/Programs/Trenching%20and%20Excavation%20Safety%20Program.pdf>;
- c. Confined Space policy: <http://www2.umaine.edu/SEM/Documents/Programs/Confined%20Space%20Program.pdf>; and,
- d. Vehicle Idling policy: <http://www2.umaine.edu/SEM/Documents/Policy/VehicleIdlePolicy.pdf>.

26. **Multi-Institution Capabilities:**

26.1 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.

26.2 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. **Protection of Persons and Property:**

27.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs including all those required by law and the University in connection with performance of the Agreement. The Contractor shall take reasonable precautions to prevent injury to employees on the Work, damage or loss to the Work, material and equipment to be incorporated therein, and other property at or adjacent to the site. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor.

27.2 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the University.

27.3 If the Contractor encounters a suspected hazardous material or substance not addressed in the contract documents, including, but not limited to, asbestos, polychlorinated biphenyl (PCB), or lead paint and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from this material or substance, the Contractor shall, upon recognizing the conditions, immediately stop work in the affected area and report the condition to the University in writing.

- 27.3.1 Upon receipt of the Contractor's written notice concerning the suspected material or substance, the University shall obtain the services of a licensed laboratory to verify the presence or absence of a hazardous material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon notice from the University.
- 27.4 The University shall not be responsible under this Section for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by this Contract. The University shall be responsible for materials or substances required by this Contract, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- 27.5 If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated by University prior to the start of work or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities for the character of the Work, the Contractor shall promptly provide notice to the University before conditions are disturbed.
- 28 **Warranty and Repair:** Contractor warrants to the University that: (1) the materials and equipment furnished will be new and of good quality unless otherwise required or permitted by University; (2) the Work will be free from defects; and (3) the Work will conform to the requirements of the Scope of Work. If, within one year of the date of final completion by Contractor or within any longer period of time prescribed by law, any of the Work is found by University to be erroneous, defective or not in conformance with the Scope of Work then, at University's request, Contractor shall, at Contractor's sole expense, promptly remove such non-conforming Work and promptly replace and re-execute all Work in accordance with the Contract Documents, and shall restore any damage resulting from such removal, replacement and re-execution. Notwithstanding the foregoing, neither University's payment to Contractor, nor any repair attempts under any warranty or guarantee, nor any provision in this Contract, shall relieve the Contractor of its responsibility to complete all Work in accordance with this Contract and free of any defects in material or workmanship.
29. **Contractor's Responsibilities:**
- 29.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention to complete the Work in a good and workmanlike manner. The Contractor shall be solely responsible for construction means, methods, scheduling and coordinating all portions of the Work unless otherwise specified.
- 29.2 The Contractor shall prepare and furnish the Owner a construction schedule of work and keep it current.
- 29.3 The Contractor shall acquire all permits applicable for the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits shall be included in the Contract Sum identified in Article 3 above.
- 29.4 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Scope of Work.
- 29.5 The University is committed to a resource management strategy which reduces to a minimum the production of waste material while reusing, recycling or composting as much as possible of the remaining materials. Contractor should strive to identify opportunities to reduce, reuse, or recycle waste from renovations or new construction.
30. **Taxes:** The University of Maine System is exempt from payment of taxes under the Maine Sales and Use Tax Law Title 36 Section 1760 for taxes on materials that are permanently incorporated into the real property belonging to the University of Maine System. The University of Maine System is also exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all

shipments; exemption certificates for these taxes will be furnished when required. All quotations shall be less these taxes. The contractor shall pay all other taxes that have been or are legally enacted.

31. **Entire Contract:** This Contract sets forth the entire agreement between the University and the Contractor on the subject matter hereof and replaces and supersedes any and all prior contracts on the subject matter, whether oral or written, express or implied.

32. **Signatures:**

UNIVERSITY OF MAINE SYSTEM

CONTRACTOR [change this to the contractor's name]

[Director or CBO, as appropriate for the campus]
[Title]

[Name]
[Title]

Date

SAMPLE

ATTACHMENT A

Scope of Work:

Contractor shall provide ?? services to the campus as requested and directed by Facilities Management. Work shall be performed on a time and materials basis for each individual project within the not to exceed fee amount established in the Contract. Adjustments to the Contract services shall be in accordance with Article 3.1.

The hourly rates for service are as indicated in the attached rate proposal sheet dated ?? (Attachment A.1). Labor hourly rates shall be inclusive of all charges including, but not limited to, equipment if not specified otherwise, travel, small tools, standard materials packages and expenditures. Compensation at the hourly rate shall begin when work commences on the University site. Regular working hours shall be Monday to Friday, 7:00am to 3:00pm.

Contractor shall provide a written quote or cost estimate for work requested under this Contract. A Notice to Proceed (NTP) authorizing the work will be generated based on the quote or estimate and sent to the Contractor. Work may commence upon execution of the NTP.

ATTACHMENT B
CONTRACTOR'S LIABILITY INSURANCE

General Liability Insurance: During the term of this agreement, the Contractor shall provide General Liability insurance with coverage for premises and operations, products and completed operations, explosion, collapse and underground hazards, broad form property damage, contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 12 04 or equivalent and shall include the following three endorsements or their equivalent:

1. Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (CG 20 10 07 04) with the UMS Risk Management, University of Maine System, Lewiston Hall, Third Floor, 65 Texas Avenue, Bangor ME 04401 listed as additional insured;
2. Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG 20 37 07 04) with the UMS Risk Management, University of Maine System, Lewiston Hall, Third Floor, 65 Texas Avenue, Bangor ME 04401 listed as additional insured; and,
3. Designated Construction Project General Aggregate Limit (CG 25 03 03 97) as the Aggregate limits shall apply on a per location or job basis. The policy form and endorsements must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such a limitation. General Liability insurance required minimum limits:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. General Aggregate	\$2,000,000
2. Products & Completed Operations Aggregate	\$2,000,000
3. Personal Injury Aggregate	\$1,000,000
4. Each Occurrence for Contracts Under \$1 million	\$1,000,000
5. Personal/Advertising Injury	\$1,000,000
6. Medical Payments (Any One Person)	\$5,000

Workers' Compensation: Contractor, including Independent Contractors, shall provide Workers' Compensation insurance with coverage on a statutory basis according to Maine Law* and apply to all personnel on the job site. Workers' Compensation insurance required minimum limits:

1. Coverage A (Workers' Compensation)	Statutory Limits
2. Coverage B (Employers Liability)	
a. Bodily injury by accident	\$500,000 each accident
b. Bodily injury by disease	\$500,000 each employee
c. Bodily injury by disease	\$500,000 policy limit

*Contractors who have been determined to have independent contractor status are required to provide the state of Maine predetermination of independent contractor status covering the term of the Contract. To obtain the predetermination, independent contractors must contact the state of Maine Workers' Compensation Board and request the WCB-266 independent contractor determination form. This applies only to Contractors who have been determined to be independent contractors by the state of Maine.

Vehicle Liability Insurance: Contractor shall provide Vehicle Liability insurance with coverage for all owned, hired/rented and non-owned** vehicles. Vehicle Liability insurance required minimum limit:

1. Combined Single Limit	\$1,000,000 each accident
or	
2. Split Limits	\$1,000,000 bodily injury \$1,000,000 property damage

**Hired/rented and Non-Owned Vehicle Liability insurance covers vehicles used by the Contractor that are not owned by the individual or firm. This type of coverage by itself is acceptable if the Contractor does not own any vehicles.

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

Property Insurance: The University will provide property insurance coverage up to the total amount of the Project. Coverage shall be included for the Contractor and all Subcontractors, as their interests may appear, while involved in the Project and until the work is completed or the contractor is otherwise advised in writing. This insurance is limited to the "all risk" type coverage provided under the University's master property insurance for direct physical loss or damage to the building or building materials related to the project, subject to standard policy limitations and exclusions. The contractor is responsible for a \$10,000 per claim deductible. Any other insurance desired by the Contractor beyond that covered by the University's insurance, or to cover the \$10,000 deductible, is the responsibility of the Contractor. This contract stands as verification of the University's property insurance coverage on the project and no further verification will be provided.

WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Attachment or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

CERTIFICATES OF INSURANCE

Certificates of Insurance for the above insurance coverages shall be submitted prior to the date of performance under this Contract to:

Insert name and address here

Said certificates, in addition to proof of coverage, shall contain the standard ACORD statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The insurance certificate shall state the University of Maine System as Certificate Holder as follows:

UMS Risk Management
University of Maine System
Lewiston Hall, Third Floor
65 Texas Avenue
Bangor ME 04401

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverages and limits required under this Attachment and such insurance has been approved by the University; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor has been so obtained and approved by the Contractor.