



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

Grounds Maintenance Services
Landscaping & Snow Removal
University of Maine at Machias

RFP #09-19

Issued Date: August 9, 2018

Mandatory Pre-bid Conference: August 15, 2018

Response Deadline Date/Time: August 23, 2018, End of
Business

Response Submission Information:

Submitted electronically to roger.ward@maine.edu
Email Subject Line – UMM Grounds Maint. – RFP #09-19

Response Contact Information:

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

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

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

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

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

1.1.2 Background

Overview

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

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

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

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

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

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

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

Campus thumbnails

University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

1.1.3 Purpose

The **University of Maine at Machias** 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 at Machias**, 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 year round grounds and landscape care including, but not limited to mowing and maintenance of all University lawns, care of shrubs, plantings and trees; spring and fall cleanup of grounds, power sweeping of sidewalks, and snow plowing and removal of all University owned roads, parking lots, and walkways. Awarded Contractor shall provide all labor, equipment, and supplies including, but not limited to, fuel, small consumables, overhead, etc. necessary to perform the work.

The University's Labyrinth is not included in the scope.

Lawn Care

Mowing: Weekly or as required throughout the growing season. Lawns shall be mowed at a height between 2" and 3". The Contractor shall adjust lawn mowing height if requested by The University of Maine at Machias Director of Facilities. Trash and debris, if present, shall be removed and disposed of prior to mowing at designated disposal locations. 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.

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. The Contractor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed. Disposal of grass clippings or other landscape wastes and debris to be removed to designated disposal locations.

Trimming: Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all rocks, 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 level as the mowing level of the lawn. Care will be taken to avoid damaging trees, shrubs, buildings and objects.

The Contractor is responsible for repairing snow plow damage. The Contractor is responsible for the success of any seeding or repair.

Soccer Field and Mall: Contractor will core aerate and seed in April, solid tine aerate in September and core aerate in after the soccer season around mid-October.

Soccer games and campus events: University will provide schedule of soccer games, Homecoming weekend, and Commencement to coordinate timely grounds maintenance in support of those events.

The University will be responsible for watering of the soccer field, lawns, flowers, plants, shrubs, etc.

General Landscape Maintenance

Mulch: Top dress shrubs, planting beds and around trees to a 3" depth each spring.

Pruning: Maintain proper growth habit and health of plants, shrubs and trees; timing will be based on variety and desired outcome. Remove tree and shrubbery trimming to designated disposal locations.

Monitor landscape condition: Report insect and disease problems to the Director of Facilities.

Weed killer is allowed using Environmentally Preferred Products (EPP).

Spring Cleanup

Remove salt and sand from pavement areas, parking lots, entrances and walkways by the end of April.

Rake and remove leaves; remove debris and litter from lawns and landscape areas.

The University will purchase flowers (annuals). The Contractor will install the flowers as requested by the Director of Facilities.

Fall Cleanup

Rake and remove leaves.

After killing frost, remove all annuals from beds. Prune shrubs, perennials as required.

Snow Plowing, Snow Removal and Sanding

The Contractor shall be responsible to monitor weather conditions and respond as needed for snow plowing and sanding. Contractor shall be responsible for snow removal including, but not limited to, of all roadways, parking lots, walkways, fire lanes, door entrances, etc. All fire hydrants are to be shoveled out after every storm. Contractor shall plow out and shovel the gate for the removal and delivery of compressed natural gas tractor trailers. See **Attachment A** for additional snow removal information.

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 paved and unpaved roads and parking lots and walkways. Snow accumulation shall be approximately 2" before plowing begins. Plowing and sanding may be requested at any time by the Director of Facilities. Contractor and University will determine snow totals for an event by taking the average of three (3) measurements on campus.

Snow plowed from parking lots/pavement areas will be placed in designated locations on the map provided, see Attachment A. The lowest point should be used for lots of uneven elevation. Plow or blow snow away from buildings.

Push back of snow banks and / or removal of excess snow shall be on direction from the Director of Facilities.

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. An equally effective treatment may be allowed with the University's prior approval. Sand and/or salt cannot be stored on campus. For snow and ice events, pre-treat all roadways and walkways with chemicals and sand. Use ice melt on sidewalks and steps within fifteen (15) feet of the building entrances, do not use sand or salt. Reapply treatment as necessary to prevent icy conditions. Ice melt should be similar to Ice Cutter by Kissner Salts & Chemicals.

Do not pile snow at roadway entrances and intersections in order to avoid any reduced visibility.

Building entrances and walkways are the highest priorities for snow removal to provide emergency egress/access. The sidewalk along Dublin Street is not to be included.

Maintain a clear access to all sixteen (16) fire hydrants.

The following procedures are to be followed for Residence Hall parking lots. The day following a storm, all students will remove their vehicles to the Soccer Field lot, the Residence Hall lots, and the motor pool parking lot will be cleared, sanded, and salted starting at 8 p.m. The University will have towed any vehicles not moved from the lot by 8:00 p.m. The Motor Pool vehicles will be relocated by 8:00 p.m. for clearing of the motor pool parking lot.

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;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

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

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

1.2.2 Communication with the University

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

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

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

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

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

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

1.2.4 Costs of Preparation

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

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided shall remain firm for the 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 between the University and Contractor.

Lawn Mowing, trimming, and removal of grass clippings, grounds maintenance, fertilization & 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 limited to,

equipment, labor, salt, salt/sand mix, overhead, etc. and should be considered all-inclusive with the exception of mulch, plants and / or flowers.

Purchase of materials such as mulch and 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
Section 1.3.7	Mandatory Respondents' Pre-Bid Conference	August 15, 2018 10:00 a.m.
Section 1.2.2	Deadline for Written Inquiries/Questions	August 16, 2018 End of Business
Section 1.2.2	Response to Written Inquiries/Questions	August 17, 2018 End of Business
Section 1.2.2	Deadline for Proposal Submission	August 23, 2018 End of Business
Section 2.2	Award Announcement (subject to change)	September 7 ,2018
	Estimated Agreement Start Date (subject to change)	October 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 Respondents' Pre-bid Conference

A conference will be held on **August 15, 2018 at 10:00AM EST** starting at the Physical Facilities Office. The purpose of this conference is to provide Respondents' the opportunity to inspect the campus. Attendance by all prospective Respondents is **MANDATORY**. Respondents planning to attend this **MANDATORY** Pre-bid Conference are requested to pre-register using the Response Contact Information email address provided on the cover sheet of this document no later than 4:00 PM EST August 14, 2018 with the name(s) and title(s) of the individual(s) who will attend.

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 Respondents’ Presentations

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

1.3.9 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 F & H	Organization, Qualifications, Experience and References	60
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:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times 40 \text{ Points} = \text{pro-rated score}$

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 Contract for Services (Appendix F)

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

Responses will be evaluated using the following guidelines:

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

2.1.2.3 Organization, Qualifications, Experience and References

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

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

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

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. 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.

RESPONSE FORMAT REQUIREMENTS

2.5 General Format Instructions

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.5.4 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.

2.6 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.

2.6.1 Order of Submission

- Insert Appendix A – University of Maine System Response Cover Page
- Insert Appendix B – Debarment, Performance and Non-Collusion Certification
- Insert Appendix C – Required Cost Evaluation Exhibits
- Insert Appendix D – Organization Reference Form
- Insert Appendix E – Evaluation Question(s) - Organization, Qualifications and Experience, responses to questions shall be provided on a separate document and answered in order to the questions listed.

RESPONDENTS ARE NOT REQUIRED TO BE REGISTERED WITH THE UNIVERSITY OR ANY OTHER ENTITY IN ORDER TO SUBMIT A RESPONSE.

Appendix A – University of Maine System Response Cover Page

RFP #09-19 UMM Grounds Maintenance Services

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

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

Request for Proposal – UMM Grounds Maintenance Services

Dated: August 9, 2018

Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #09-19
UMM Grounds Maintenance Services

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP #09-19
UMM Grounds Maintenance Services

GENERAL INSTRUCTIONS:

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

Exhibit 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 limited to, equipment, materials, small package disposals, salt, salt/sand mix, labor, overhead, fuel, travel, insurance, and any / all other cost. Pricing shall be considered “turn-key”.

The University reserves the right to award a one (1) year contract, three (3) year contract, or five (5) year contract determined solely by the University and which to 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.

Mulch material and perennials to be invoiced separately.

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 (mowing, trim, grass removal, clippings)	\$ _____ / Annually	X 1 year =	\$ _____
Grounds Maintenance (weed & mulch each spring, prune shrubs and perennials)	\$ _____ / Annually	X 1 year =	\$ _____
Fertilization & Weeding	\$ _____ / 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 =	\$ _____

Markup Plus for all other materials (mulch, flowers, etc.): _____ %

Current Mulch Price: \$ _____ /per Yard

Three (3) Year Contract

Event	Annual Cost	# of Years	TOTAL
Lawn Mowing (mowing, trim, grass removal, clippings)	\$ _____ / Annually	X 3 years =	\$
Grounds Maintenance (weed & mulch each spring, prune shrubs and perennials)	\$ _____ / Annually	X 3 years =	\$
Fertilization & Weeding	\$ _____ / Annually	X 3 years =	\$
Spring Cleanup	\$ _____ / Annually	X 3 years =	\$
Fall Cleanup	\$ _____ / Annually	X 3 years =	\$
Snow Plowing, Salting and Sanding	\$ _____ / Annually	X 3 years =	\$
TOTAL:	\$ _____ / Annually	X 3 year =	\$

Five (5) Year Contract

Event	Annual Cost	# of Years	TOTAL
Lawn Mowing (mowing, trim, grass removal, clippings)	\$ _____ / Annually	X 5 years =	\$
Grounds Maintenance (weed & mulch each spring, prune shrubs and perennials)	\$ _____ / Annually	X 5 years =	\$
Fertilization & Weeding	\$ _____ / Annually	X 5 years =	\$
Spring Cleanup	\$ _____ / Annually	X 5 years =	\$
Fall Cleanup	\$ _____ / Annually	X 5 years =	\$
Snow Plowing, Salting and Sanding	\$ _____ / Annually	X 5 years =	\$
TOTAL:	\$ _____ / Annually	X 5 year =	\$

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.

Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting 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.
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.
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. 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.
6. Provide a statement acknowledging your firm's ability to meet the insurance requirements listed in Rider B-1 – Certificate of Insurability Form, page 34 of 35 of this document.
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 Contract for Services

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

Rider E – Implementation Plan and Timeline

Rider F – Contractor’s Service Level Agreement to Support the University

Contract Amendments as required

Request for Proposal #073-18 Issue Date **August 9, 2018** Titled **Grounds Maintenance Services Landscaping & Snow Removal University of Maine at Machias**

Contractor’s Bid in Response to Request for Proposal #073-18 Proposal Submission Date **August 23, 2018** Titled **Grounds Maintenance Services Landscaping & Snow Removal University of Maine at Machias**

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 1, 2018** and shall terminate on **September 30, 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.
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. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Robert Farris shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency

(if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

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

Attn: **Contract Administration**

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

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

University of Maine System

Accounts Payable
PO Box 533
Bangor, ME 04402

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

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
 - B. **Rider A** - Specifications of Work to be Performed
 - C. **Rider A-1** – Pricing
 - D. **Rider B-1** – Insurance Requirements
 - E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
 - F. **Rider C** – University of Maine System Standards for Safeguarding Information
 - G. **Rider D** – Services Engagement Form
 - H. **Rider E** – Implementation Plan and Timeline
 - I. **Rider F** – Contractor’s Service Level Agreement to Support the University
 - J. **Contract Amendments** as required
 - K. **Request for Proposal #073-18** Issue Date **August 9, 2018** Titled **Grounds Maintenance Services Landscaping & Snow Removal University of Maine at Machias**
 - L. **Contractor’s Bid in Response to Request for Proposal #073-18** Proposal Submission Date **August 23, 2018** Titled **Grounds Maintenance Services Landscaping & Snow Removal University of Maine at Machias**

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

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

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

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: _____

LEGAL NAME: _____

(signature)

BY: _____

(signature)

Name: _____

Name: _____

(print or type)

(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

Telephone: _____

Date: _____

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: _____

BY: _____

Title: _____

Title: _____

Chief Procurement Officer or designee

Chief Financial/Business Officer or designee

Date: _____

Date: _____

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

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

INTENT AND PURPOSE

Provide full / year-round grounds maintenance services including, but not limited to, lawn care, snow removal, fall cleanup, spring cleanup and any / all other grounds needs.

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. **Job Site Safety:**

The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Contractor agrees to be responsible for initiating, maintaining and supervising, where appropriate, safety practices and programs in the performance of the Work or Services in accordance with generally accepted safety practices; take all reasonable precautions to secure and protect University's property and the personal safety of University's employees and its other invitees; and comply with any applicable laws, rules or regulations relating to safety and security of people and property.

Where applicable to the Work or Services, CONTRACTOR agrees to abide by all University's safety policies and procedures including but not limited to University's worksite drug, alcohol, and smoking policies. Contractor shall ensure each Project Order includes safety programming and planning.

3. **Lockout and Tag out of Electrical Equipment:** The Contractor shall adhere to the Occupational

Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all State, University and local regulations relating to the lockout and tagout of electrical equipment procedures.

4. **Fire Protection:** The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible to maintain the area within contract limits orderly and clean and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hot work permits and fire watch, the Contractor shall contact the Office of Facilities Management Safety Office and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

5. **Accident/Injury Notification:** The Authorized University Representative must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under the Contract.
6. **Emergency Notification:** The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
7. **Solid Waste Removal:** The Contractor shall be responsible for cleaning up and removing all waste materials created by the Contractor's operation from University premises by the end of the day. The Contractor shall promote waste reduction and recycling and follow University policies to reduce, reuse and recycle.
8. **Protection and Security of Buildings and Property:** The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under the Contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property including vehicles, resulting from negligence of the Contractor or the Contractor's employees and subcontractors in the performance of the work.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement costs of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associate with re-keying designated locations.

9. **Environmental Protection:** The Contractor shall comply with all federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers as required by law. A violation of applicable laws, rules or regulations may result in termination of the Contract.
10. **Security:** The safety and well-being of students and staff is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students and staff. Reasonable precautions for work that involves sensitive functions or areas (e.g.

unsupervised access to minors or access to security sensitive data) may require the Contractor conduct criminal history checks on employees or subcontractors.

- 11. Employee Identification:** When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.
- 12. Equipment and Supplies:** All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.
- 13. Access to Utilities:** Water and electrical power to limited work areas shall be provided by the University of Maine at Machias. The Contractor shall make arrangements for use of such facilities and shall comply with any requirements or restrictions for use. The Contractor shall provide all hose or cord extensions from existing sources to work areas.
- 14. Delivery of Materials:** It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The University of Maine at Machias shall not constitute acceptance or responsibility for any of the materials and equipment.
- 15. Property Damage:** Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition.
- 16. Snow/Ice Event Communications:** The Contractor shall provide to the Director of Facilities with the names and phone numbers of contact persons who will be available 24 hours per day, 7 days per week to coordinate snow removal and sanding operations.
- 17. Warranty of Materials and Workmanship:** Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the contractor shall correct all defects and shall make good all damages to the structure, site, equipment, or contents resulting from the use of inferior materials, equipment and workmanship.
- 18. Liens:** The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.

**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 submission. >>**

SAMPLE

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

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

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: _____