



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

University of Southern Maine
Consulting for P3 or Alternative Approach for
Constructing Residential Housing
RFP #2019-021

Issued Date: October 1, 2018

Response Deadline Date/Time: October 17, 2018 by 5:00PM EST

Response Submission Information:

Submitted electronically to **William.Gabrielson@Maine.edu**
Email Subject Line: **USM Residential Housing Consulting - RFP#2019-21**

Response Contact Information:

Strategic Sourcing Manager (SSM): Rudy Gabrielson
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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 University of Southern Maine shall be referred to as "USM".

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.

University of Southern Maine

The University of Southern Maine is a regional, public, comprehensive university. It is the state's only comprehensive university and serves over 8,000 undergraduate, graduate and law students on 3 distinct campuses (Portland, Gorham and Lewiston) and online. USM offers 54 undergraduate academic programs, 21 graduate programs and is the home and degree granting institution for the University of Maine School of Law. USM also offers hundreds of minors, certificates and professional degree programs across its campuses and online. It is home to the very first Osher Life Long Learning Institute that serves over 2,500 members. It is a university dedicated to student success and focused on being a top contributor to Maine's workforce.

1.1.3 Purpose

The University of Southern Maine (USM) is seeking responses for an Owner's Representative for the exploration of financing options, design and construction of a residence hall for the USM Portland, Maine campus as defined in this document. This document provides instructions for submitting responses, the procedure and criteria for evaluating proposals, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

The growing student body is the most diverse in the state of Maine and one of the most diverse in New England. USM has grown student enrollment since 2015 and has a goal of serving 10,000 students in the near future. Currently 23% of undergraduate students reside in residence halls on the Gorham campus. USM would like to increase the number of students residing on campus over the next 10 years and would like to provide housing for graduate and law students as well as undergraduates.

USM's locations in central and southern Maine, viewed nationally as among the most livable and desirable regions in the country, offer a variety of educational, cultural and recreational opportunities. In 2017 Portland, Maine was voted in the top 25 Best Small Cities to Live by Outside Magazine. A new residence hall on the Portland campus will be the first USM residence hall in Maine's leading city. The residence hall will house between 400 and 600 students.

USM is one of seven institutions in the University of Maine System and completed a Master Planning Process in August 2018. The Master Planning process was supported by the Board of Trustees for the University of Maine System. In the Master Plan, USM identified areas on the Portland campus for a new residence hall and discussed the desire to consider the residence hall as the first P3 building on campus. USM has not participated in a P3 building process and is seeking an Owner's Representative who will support the vision of the Master Plan and who will assist the USM Committee and Leadership Team with all aspects of exploring financing options, designing and construction of the new building through a P3 or alternative approach. The success of this initiative could serve as a model for additional projects at USM and throughout the University of Maine System.

http://media.usm.maine.edu/~mcr/MasterPlan/USM_Draft_Facilities_Master_Plan_Presentation.pdf

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

Though this document is primarily for University of Southern Maine (USM), 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

Currently the University of Southern Maine has 6 residence halls on the Gorham campus that have capacity to house 1100 undergraduate students. The university has housed the following number of students in these buildings over the past 5 years:

- Fall 2014, 1058 students
- Fall 2015, 1113 students
- Fall 2016, 1175 students
- Fall 2017, 1240 students
- Fall 2018, 1343 students

USM expects to continue to see an increase in the number of undergraduate students who apply to live on-campus. Currently, the university does not have housing for graduate and law students. Admitted non-enrolling graduate and law students have provided feedback that they did not select to attend USM because it did not offer housing on or off campus. Affordable housing options are not available for these students in the Greater Portland area.

USM seeks a highly qualified firm to develop a strategy and facilitate the process for validating, financing, building and possibly managing a residence hall for USM's Portland Maine campus.

The key consulting tasks include, but are not limited to, the following phases:

Phase 1 – Validation of Housing Strategy

- Conduct market research and analysis to validate the size, scope, and features for an economically viable and successful residence hall for the USM Portland campus.
- Help determine optimal location considering factors such as existing buildings, USM master plan components, and zoning requirements.

Phase 2 – Financing / Ownership Options

- Review and recommend options for financing, ownership, and management of a residence hall on the USM Portland campus including various models of Public Private Partnerships (P3), 501c3, or other arrangements including potential University of Maine System Revenue Bond Financing.
- Help determine best approach for a public competitive process, including a Request for Proposal (RFP) for hiring partner(s) constructing, and financing if appropriate, a residence hall for the USM Portland campus.
- Assist USM in obtaining required internal and external approvals to move to Phase 3.

Phase 3 – RFP Process

- Facilitate a University-appointed committee in the public competitive process for contracting with partners to achieve the goals outlined in phase 1 and 2 which could include:
 - Identifying prospective partners,
 - Drafting RFP documents,
 - Communicating with respondents including pre-bid conferences, organizing site-visits, responding to questions, and attending bidder presentation(s),
 - Reviewing and scoring proposals based on committee's criteria including economic and qualification considerations,
 - Presenting comparison summary matrix to committee, and
 - Assisting in communicating bid awards and contract execution.

Other project responsibilities depending on solution selected including acting as an owners representative during construction.

Note: The Firm(s) selected for this project will be prohibited from bidding on any resulting RFP.

1.2 General Information

1.2.1 Contract Administration and Conditions

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

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

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

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

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

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- 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 terms and conditions (**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 terms and conditions (**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, <http://www.maine.edu/strategic-procurement/upcoming-bids/>

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

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

1.2.3 Confidentiality

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

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

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

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

1.2.4 Costs of Preparation

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

1.2.5 Authorization

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

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided shall remain firm for the entire term of the agreement.

1.2.8 Cost Response Form Quantities

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

1.2.9 Employees

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

1.2.10 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	October 5, 2018
Section 1.2.2	Response to Written Inquiries/Questions	October 11, 2018
Section 1.2.2	Deadline for Proposal Submission	October 17, 2018
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	Week of October 24-31, 2018
Section 2.2	Award Announcement (subject to change)	November 7, 2018
	Estimated Agreement Start Date (subject to change)	November 19, 2018

1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.3 Debarment

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

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

1.3.4 Response Understanding

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

1.3.5 Response Validity

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

1.3.6 Non-Response Submission

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

1.3.7 Respondents' Presentations

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

1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	30
Appendix D	Contract for Services	5
Appendix E&F	General Organization, Qualifications, Experience, References	30
Appendix G&H	Specific Project Experience, Implementation and Reporting	35
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 (Phases 1, 2, and 3) 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:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times (30) = \text{pro-rated score}$

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 D)

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 Terms and Conditions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.

- c. Revisions to the Agreement Terms and Conditions 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 General Organization, Qualifications, Experience and References

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

2.1.2.4 Specific Project Experience, Implementation, Reporting and Project Plan

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

The University reserves the right to waive requirements if it is in the best interests of the University and the University may modify the response provided, based on clarifications provided by the Respondent either in writing or as part of any Oral Presentation(s).

2.2 Award

While the University prefers a single solution for all phases of the initiative, it reserves the right to award Agreement(s) to one or multiple Respondents, 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 Procurement Services Director within five (5) business days of the date of the award notice. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at:

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

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the

Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Contract for Services

- 3.2.3.1 Label this response - Section 3 – Contract for Services
- 3.2.3.2 Insert Appendix D – Contract for Services

3.2.4 Section 4 - Response to Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix E – References
- 3.2.4.3 Insert Appendix F - Proposed Project Plan and Time Line
- 3.2.4.4 Insert Appendix G – Evaluation Question(s) – General Organization, Qualifications and Experience
- 3.2.4.5 Insert Appendix H – Evaluation Question(s) – Specific Experience, Implementation and Reporting

Appendix A – University of Maine System Response Cover Page

RFP # 2019-021

USM P3 Residence Housing Consulting

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 Terms and Conditions 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 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 Terms and Conditions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

Request for Proposal #2019-021

Dated: October 1, 2018

Consulting for P3 or Alternative Approach for Constructing Residential Housing

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 # 2019-021

Consulting for P3 or Alternative Approach for Constructing Residential Housing

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 # 2019-021
USM P3 Residence Housing Consulting

GENERAL INSTRUCTIONS:

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

Exhibit 1 – Cost Response

Directions – Respondents must detail the time and costs that will be required to complete the project. It will include complete evaluative services, preparation of documents, travel, lodging, meals, and incidentals. Pricing shall be broken down by phases. Include hourly rates, travel cost, and any/all administrative cost/overhead/documents not included in the base price covered in your firm's estimated price to complete each phase.

Include in each Phase breakdown:

- Estimated number of hours to complete each phase
- Hourly rate for any / all employees / subcontractors required for each phase
- Number of estimated meetings included in each phase
- Cost per additional hour for each phase
- Any / all additional cost associated for each phase
- Travel rates, projected travel, & total projected cost for travel

Finally include, if any, discounts if awarded Phases 1–3

Phase 1 – Validation of Housing Strategy \$ _____

Phase 2 – Financing / Ownership Options \$ _____

Phase 3 – RFP Process \$ _____

TOTAL Phases 1, 2, & 3 Include any discounts if applicable: \$ _____

An MS Excel Version must be included in your final submission for cost response showing how costs for each phase were calculated.

Appendix D – 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

Contract Amendments as required

Request for Proposal #2019-021; Issue Date: <<Insert Date>> Titled: Consulting for P3 or Alternative Approach for Constructing Residential Housing

Contractor’s Bid in Response to Request for Proposal #2019-021 Proposal Submission Date: <<Insert Date>> **Titled:** Consulting for P3 or Alternative Approach for Constructing Residential Housing

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 _____ and shall terminate on _____, unless terminated earlier as provided in this Contract
3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

- B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
- C. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **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:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **NonDiscrimination:** 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:

<<INSTRUCTIONS – Respondent to supply information noted below for submission >>

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. **Contract Amendments** as required
 - G. **Request for Proposal #2019-021**; Issue Date: <<Insert Date>> Titled: Consulting for P3 or Alternative Approach for Constructing Residential Housing
 - H. **Contractor's Bid in Response to Request for Proposal #2019-021**; Proposal Submission Date: <<Insert Date>> Titled Consulting for P3 or Alternative Approach for Constructing Residential Housing

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

The University of Southern Maine (USM) seeks a highly qualified firm to develop a strategy and facilitate the process for validating, financing, building and possibly managing a residence hall for USM's Portland Maine campus.

The key consulting tasks include, but are not limited to, the following phases:

Phase 1 – Validation of Housing Strategy

- Conduct market research and analysis to validate the size, scope, and features for an economically viable and successful residence hall for the USM Portland campus.
- Help determine optimal location considering factors such as existing buildings, University of Southern Maine master plan components, and zoning requirements.

Phase 2 – Financing / Ownership Options

- Review and recommend options for financing, ownership, and management of a residence hall on the USM Portland campus including various models of Public Private Partnerships (P3), 501c3, or other arrangements including potential University of Maine System Revenue Bond Financing.
- Help determine best approach for a public competitive process, including a Request for Proposal (RFP) for hiring partner(s) for constructing, and financing if appropriate, a residence hall for the USM Portland campus.
- Assist USM in obtaining required internal and external approvals to move to Phase 3 such as drafting presentation materials for the Board of Trustees and related committees

Phase 3 – RFP Process

- Facilitate a University-appointed committee in the public competitive process for contracting with partners to achieve the goals outlined in phase 1 and 2 which could include:
 - Identifying prospective partners,
 - Drafting RFP documents,
 - Communicating with respondents including pre-bid conferences, organizing site-visits, responding to questions, and attending bidder presentation,
 - Reviewing and scoring proposals based on committee's criteria including economic and qualification considerations, and
 - Presenting comparison summary matrix to committee.
- Assisting in communicating bid awards and contract execution

Other project responsibilities depending on solution selected.

The Firm(s) selected for this project will be prohibited from bidding on any resulting RFP.

PRODUCT SCOPE OF WORK:

<< INSTRUCTIONS - Respondent to provide product/service scope of work description as part of their submission. >>

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the terms and conditions 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. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

**RIDER A-1
PRICING**

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

**RIDER B-1
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

RIDER B-2

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

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

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

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

Social Security Number _____ - _____ - _____ - or - Business EIN _____ - _____

Partnership EIN _____ - _____

Corporation EIN _____ - _____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

Limited Liability Company EIN _____ - _____

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

Government Entity EIN _____ - _____

Estate or Trust EIN _____ - _____

All other Entities EIN _____ - _____

Part 2 Exemption:

If exempt from Form 1099 reporting, check here: []

and circle your qualifying exemption reason below

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

**RIDER E
IMPLEMENTATION PLAN AND TIMELINE**

<<INSTRUCTIONS – << INSTRUCTIONS - Details from Appendix G will be inserted here during Agreement negotiations. No action needed for Respondent as part of their submission. >>

Appendix E – 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 Southern Maine Residence Housing project.

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 F - Evaluation Question(s) – General Organization, Qualifications and Experience

Respondent's Organization Name: _____

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

Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Provide names, résumés and roles of personnel who would be working on this engagement if your firm is selected. Résumés shall include education, experience, license, and/or certifications of each individual.
3. If subcontractors or consultants 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, and a brief description of the subcontractors' organizational capacity and qualifications.
4. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
5. Describe your firm's experience for facilitating innovative solutions for the financing, building and management of higher education residential housing. Please include a list of all higher education institutions where your firm has provided similar services.
6. Describe your direct experience facilitating P3 and/or 501c3 agreements for Higher Education residential housing solutions. Please include examples of resulting agreements.
7. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response, please demonstrate that your firm is a recognized leader in the services covered in this document.
8. Describe your firm's understanding of the current higher education needs for providing residential housing as described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area. How would your solution support our goals?
9. Financial Stability
No financial statements are required to be submitted with your responses, however, prior to an award the University may request up to three (3) years of audited financial statements from your company, credit reports and letters from your bank and suppliers.

Appendix G – Evaluation Question(s) – Specific Project Experience, Implementation and Reporting

Respondent's Organization Name: _____

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

1. Market Analysis
 - a. Please describe your experience and methodology for conducting a market analysis for residential housing (Phase 1)
 - b. Please provide a sample of analysis work you have done for similar projects
2. Financial / Ownership Options
 - a. Please describe your experience and methodology for evaluating and recommending financial models for higher education residential housing (Phase 2)
 - b. Please provide examples of different financial / ownership models where your firm has assisted including P3 and 50c3 approaches
 - c. Please provide a sample of a financial recommendation you have done for similar projects
3. Competitive Public Procurement
 - a. Please describe your experience and methodology for facilitating a public competitive procurement initiative (Phase 3)
 - b. Please provide a sample RFP that you have done for similar projects
4. Owners Representative.
 - a. Please describe your experience and methodology for acting as an owner's rep for P3 construction projects
 - b. Please provide specific examples where your firm has provided this service
5. Additional Capabilities
 - a. Please describe any additional capabilities / expertise not previously covered which would be of benefit to this initiative
6. Describe your recommended engagement strategy for phases 1, 2, and 3 including USM roles and responsibilities for a successful project.
7. Alternative approach. Are there alternative approaches for meeting USM residential housing requirements that USM should consider?
8. Progress reporting. Please describe how your firm would communicate project status and progress throughout the initiative. A sample project status report would be helpful.

Appendix H – Proposed Project Plan and Timeline by Phase

<<Bidders will insert their implementation plan and timeline here as part of their submission. >>

Please provide a proposed timeline with key milestone tasks and estimated time for each for the three project phases starting with engagement kick-off to contract execution with residential housing partner(s).