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

Mechanical & HVAC Preventive Maintenance, Inspection & Repair Services for University of Maine at Augusta
RFP #2019-047

Issued Date: April 22, 2019

Response Deadline Date/Time: May 7, 2019, 11:59 p.m. EST

Response Submission Information:
Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: Mechanical & HVAC PM - RFP#2019-047

Response Contact Information:
Strategic Sourcing Manager (SSM): Robin Cyr
Email: UMSResponses@maine.edu Phone: (207) 621-3098
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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 Augusta
Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state’s capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

1.1.3 Purpose
The University of Maine System on behalf of University of Maine at Augusta is seeking responses to provide Mechanical & HVAC Preventative Maintenance, Inspection & Repair 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 Augusta, 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
RFP Exhibit A provides a list of Mechanical & HVAC equipment located on the University of Maine at Augusta and Bangor campuses which are part of scope of this agreement.

The Contractor shall provide a comprehensive heating, ventilation, air-conditioning (HVAC) maintenance and repair program for the campus. The work will include a total preventative maintenance program including, but not limited to, the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained Mechanical / HVAC systems providing quality air for employees, students, and the public. The Contractor shall provide inspections and preventative maintenance to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life as well as perform scheduled inspections. Contractor shall provide chiller maintenance, boiler maintenance, rooftop maintenance, exhaust fan maintenance, split system maintenance, pump maintenance, building automation system maintenance, fan coil units filter & belt inspection & replacement, and written reports provided to the University after each visit. Contractor shall provide qualified personnel 24 hours a day, 7 days per week for emergency and non-emergency calls requiring service.
The Contractor shall provide:

**Mechanical & HVAC Inspections:**
The Contractor shall provide routine schedule to perform inspection tasks on the HVAC system that includes the following, as applicable:

<table>
<thead>
<tr>
<th>Coils</th>
<th>Compressor Operations</th>
<th>Motor Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage &amp; Amp Draws</td>
<td>Refrigerant Charge</td>
<td>Cabinets &amp; Ductwork</td>
</tr>
<tr>
<td>Heat Exchangers</td>
<td>Refrigerant Piping</td>
<td>Bearings</td>
</tr>
<tr>
<td>Belts &amp; Pulleys</td>
<td>Blowers</td>
<td>Condensate Drain</td>
</tr>
<tr>
<td>Operating/Safety Controls</td>
<td>Oil Levels</td>
<td>Water Levels</td>
</tr>
<tr>
<td>Electrical/Relays &amp;</td>
<td>Reversing Valves</td>
<td>Fans/Blades</td>
</tr>
<tr>
<td>Contactors at Equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Preventative Maintenance Actions:**
The Contractor shall provide during scheduled inspections provide a proactive, hands-on maintenance services to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. Services may include, but not limited to:

<table>
<thead>
<tr>
<th>Fan Blade/Blower Cleaning</th>
<th>Bearing Lubrications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Control Adjustments</td>
<td>Motor Lubrications</td>
</tr>
<tr>
<td>Belt Adjustment/Replacements</td>
<td>Calibrations</td>
</tr>
<tr>
<td>Operating Control Adjustments</td>
<td>Equipment Cleaning</td>
</tr>
<tr>
<td>Refrigerant Charge Adjustments</td>
<td>Oil Analysis</td>
</tr>
<tr>
<td>Condensate Drain Cleaning</td>
<td>Coil Cleaning</td>
</tr>
</tbody>
</table>

**Filter Service/Changes:**
The Contractor shall provide filter service/changes determined for best operating conditions and overall value to the University. Type and frequency of service to be determined based on needs. Filter service to be included per schedule:

1. Removal and proper discard of used filters/medias
2. Provide and deliver to the University replacement filters/medias
3. Install Filters
4. Wash Filters as required and as applicable
5. On any filter change please add the wording "provide date on filter when installed."

**Semi-Annual Chiller Maintenance:**
The Contractor shall perform semi-annual chiller maintenance in the spring and fall. Services include, but not limited to, the following:

**Spring Maintenance:**
1. Check unit for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten all electrical terminals, check for contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Start unit for proper operations and refrigerant pressures
7. Clean condenser coils
8. Document all readings
9. Report any uncorrected deficiencies
Fall Maintenance:
   1. Check glycol levels

**Semi-Annual Split System Maintenance**

The Contractor shall perform semi-annual split system maintenance in the spring and fall. Services include, but not limited to, the following:

**Condensing Unit Maintenance**

1. Check for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten electrical terminals, check contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Check meg compressors (annual)
7. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
8. Document all uncorrected deficiencies, complete operating log and document all readings

**Air Handler Maintenance**

1. Change and/or adjust belts as needed
2. Change pleated filters semi-annually
3. Grease bearings
4. Check inlet guide vanes for proper operation and lubricate
5. Check linkages
6. Check all dampers and lubricate
7. Check motor amp draw
8. Check and tighten electrical connections

**Semi-Annual Roof Top Unit Maintenance**

The Contractor shall perform semi-annual roof top unit maintenance in the spring and fall. Services include, but not limited to, the following:

1. Check units for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and replace, if needed, belts
4. Check and tighten electrical terminals, check contacts for wear
5. Check crankcase heaters for proper operation
6. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
7. Lubricate where applicable
8. Document all uncorrected deficiencies, complete operating log and document all readings

**Semi-Annual Pump Maintenance:**

The Contractor shall perform semi-annual pump maintenance in the spring and fall. Services include, but not limited to, the following:

1. Grease all system pumps
2. Check for proper alignment
3. Tighten all electrical connections
4. Check for proper amp draw
5. Document any deficiencies

**Annual Exhaust Fan Maintenance:**
The Contractor shall perform annual exhaust fan maintenance. Services include, but not limited to, the following:

1. Change belts
2. Lubricate bearings and motors
3. Check amperage
4. Check alignment
5. Verify proper operation

**Annual Oil Transfer Pump System Maintenance**
The Contractor shall perform annual oil transfer pump system maintenance each fall. Services include, but not limited to, the following:

1. Lubricate oil pumps
2. Tighten all electrical connections
3. Check for proper amp draw
4. Verify proper operations
5. Document any deficiencies

**Semi-Annual Building Automation Maintenance**
The Contractor shall perform semi-annual building automation maintenance in the spring and fall. Services include, but not limited to, the following:

1. Provide a complete back up of systems operating parameters and programming
2. Check control panel wiring terminations
3. Check system batteries & change batteries annually
4. Annual points verification
5. Operator training

**Semi-Annual Fan Coil Units**
The Contractor shall perform semi-annual fan coil units maintenance in the spring and fall. Services include, but not limited to, the following:

1. Replace belts and filters

**Documentation:**
The Contractor shall provide the University with a work report of equipment that was serviced during the technician’s visit to the University detailing all work performed, condition of equipment serviced, materials used, and all deficiencies.
The initial scope of work will not include the following but may be considered for addition during the term of the agreement.

**Annual Boiler Service:**
The Contractor shall perform services including annual inspection, cleaning and overhaul of boilers. Services include, but not limited to, the following:

1. Burner drawer assemblies will be opened, cleaned, and adjusted as required by manufacturer’s specifications. Lenses and glasses will be inspected and cleaned.

2. The fireside of boilers will be opened, cleaned and inspected. All flue-gas passage covers will be removed and inspected for general condition. Passages between boiler sections will be brushed clean of soot. Covers will be re-sealed and installed. All soot will be disposed of in accordance with all federal, state and local regulations.

3. All safety devices (i.e. water level controls and relief valves) will be checked for proper operation and general condition. All gaskets will be supplied and replaced if applicable. Relief valves that do not function or reseat properly will be replaced if necessary. The cost of replacement relief valves is not included in this scope of work and will be invoiced separately at cost plus for material cost.

4. Motors, fans, seals, pumps, couplings, and mounts will be inspected, checked for proper operation and general condition.

5. Covered Oil-Fired & Gas-Fired equipment Fuel filter elements, nozzles strainer screens, and electrodes will be replaced. Visual inspection of gas piping and control devices for general condition and signs of leakage is required.

6. OEM temperature controls will be cleaned and calibrated.

7. Electrical connections will be inspected and tightened. Ignition transformers will be checked for proper voltage output.

8. Drive belts, if applicable, will be replaced, aligned and tensioned.

9. Tighten all linkages and check for wear.

10. Lubricate motor and shaft bearings.

11. Inspect / Service all expansion tanks, if applicable.

12. Heating equipment will be fired, tested, and adjusted for maximum efficiency using a computerized combustion analyzer.

13. Recommendations for repair and / or replacement of equipment found to be defective and / or inoperative identified during servicing will be provided to the University along with a quoted estimate of cost. All work required to repair and / or replacement of equipment found to be defective and / or
inoperative during annual servicing will be covered under this contract and shall be billed separately from the annual servicing agreement.

14. All other work and / or services deemed part of normal industrial standards for annual servicing of equipment covered under this contract.

15. Provide a work report detailing all work performed, condition of equipment serviced and materials used.

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 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 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

<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Event Name</th>
<th>Event Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.2.2</td>
<td>Deadline for Written Inquiries/Questions</td>
<td>April 26, 2019 at 5:00 p.m. EST</td>
</tr>
<tr>
<td>Section 1.2.2</td>
<td>Response to Written Inquiries/Questions</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Section 1.2.2</td>
<td>Deadline for Proposal Submission</td>
<td>May 7, 2019 at 11:59 p.m. EST</td>
</tr>
<tr>
<td>Section 1.3.8</td>
<td>Estimated Respondent Presentation Date <em>(subject to change)</em></td>
<td>May 30, 2019 On University of Maine at Augusta Campus site. Presentation Block – 12:00 – 5:00 p.m. EST with 45 Minute block for each of the selected Respondents</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Award Announcement <em>(subject to change)</em></td>
<td>On or before June 14, 2019</td>
</tr>
<tr>
<td></td>
<td>Estimated Agreement Start Date <em>(subject to change)</em></td>
<td>July 1, 2019</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Evaluation Appendices</th>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix C</td>
<td>Cost Evaluation</td>
<td>40</td>
</tr>
<tr>
<td>Appendix D &amp; E</td>
<td>Contract for Services</td>
<td>10</td>
</tr>
<tr>
<td>Appendix F &amp; G</td>
<td>Organization, Qualifications, Experience and References</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
<td></td>
</tr>
</tbody>
</table>

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:

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

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 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 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. Award is not a guarantee of work and not all work in the service trade is guaranteed to be given to the awarded Contractor.

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

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

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


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 - Master Agreement**
- 3.2.3.1 Label this response - **Section 3** – Master Agreement
- 3.2.3.2 Insert Appendix D – Master Agreement
- 3.2.3.3 Insert Appendix E – Evaluation Question(s) – Master Agreement

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 F – Organization Reference Form
- 3.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
Appendix A – University of Maine System Response Cover Page

RFP # 2019-047
Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Executive – Name/Title:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Headquarters Street Address:</td>
<td></td>
</tr>
<tr>
<td>Headquarters City/State/Zip:</td>
<td></td>
</tr>
<tr>
<td>Lead Point of Contact for Quote – Name/Title:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td></td>
</tr>
</tbody>
</table>

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

d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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 # 2019-047
Mechanical & HVAC Preventative Maintenance, Inspection & Repair 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 # 2019-047
Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.

2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. Note regarding total cost of ownership: This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.

3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.

5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.

6. All normal scheduled maintenance, testing, inspection and/or cleaning of equipment shall be invoiced and paid quarterly. All non-scheduled services shall be invoiced and paid once work has been completed.

7. Firm, fixed prices for normal scheduled maintenance, testing, inspection, and/or cleaning of equipment listed in Attachment A are to be all-inclusive and shall include, but not limited to, labor, mileage, insurance, mobilization, demobilization, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit and all other expenses necessary to complete the work according to “normal” industry standards. Overhead shall include, but not limited to, all cost associated with project management, corporate accounting, invoice preparation, office rental and all other expenses indirectly associated with the work. The University will not pay any additional expenses related to fixed cost for normal scheduled quarterly, semi-annually and annual testing, inspection, and/or cleaning of systems covered under the costs of Life Safety Systems Services.

8. Services not included and/or covered under normal scheduled maintenance, testing, inspection, and/or cleaning of equipment listed are to be charged at an hourly rate. All labor rates shall include, but not limited to, all costs including tools, expendables, and small material packages. Travel cost shall be listed and included in submission.
9. Materials shall be based on Cost Plus basis and shall be firm for the length contract and any / all renewal of contract.

10. Pricing will be guaranteed by the vendor for the term of the Agreement.

11. 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.

12. An MS Excel Version must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Professional Services Rate Schedule**

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

**Role/Position Title if Individual** - List role/position title of each role/position title from your organization that would be responsible for work.

**Hourly Rate** - Is the hourly dollar amount that may be invoiced by role/position title. This would be for all normal scheduled maintenance, testing, inspection, and / or cleaning of equipment listed in RFP Exhibit A are to be all-inclusive and shall include, but not limited to, labor, mileage, insurance, mobilization, demobilization, equipment, vehicles, data base, travel expenses, lodging, office supplies, office equipment, photocopying, overhead and profit, and all other expenses necessary to complete the work according to “normal” industry standards. Overhead shall include, but not limited to, all cost associated with project management, corporate accounting, invoice preparation, office rental, and all other expenses indirectly associated with the work. The University will not pay any additional expenses related to fixed cost for normal scheduled quarterly, semi-annually and annual testing, inspection, and / or cleaning of systems covered under the costs of Life Safety Systems Services.

**Overtime, Weekend, Holiday and Emergency Hourly Rates:** Provide rates for all labor classifications applicable to the quoted service trade for services not included in normal scheduled preventative maintenance. Other types of labor rates may be added as needed. Labor hourly rates shall be inclusive of all charges, including but not limited to, equipment if not specified otherwise, small tools, standard materials packages, and expendables. Regular working hours Monday to Friday shall be determined by and provided by each University’s Department of Facilities Management. Provide rates for after hours, holiday, weekend work and emergency work. Provide travel rates for non-scheduled preventative maintenance call-ins.

**Equipment/Operator Rates (Aerial Lift and Other Equipment):** The following specific equipment shall be available when applicable for a service trade and shall be priced individually per hour including an operator. In addition to the operator, rates shall be inclusive of all charges including but not limited to, transportation or trip charges, small materials packages and expendables. Regular working hours shall be Monday to Friday, 7:00 a.m. to 4:00 p.m. Provide rates for after hours, holiday and weekend work.
Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

<table>
<thead>
<tr>
<th>#</th>
<th>Role of Individual/Position Title</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Weekend / Holiday Rate</th>
<th>Emergency Hour Rate</th>
<th>Cost Plus Vendor Markup % of Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Superintendent / Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Technician</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other Labor Rate</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Travel for Non-Emergency Call-Ins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Travel for Emergency Call-Ins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Additional Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Aerial Lift with Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Other Equipment with Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS FOR - Exhibit 1 (Table 2) – On Call Services

CAMPUS SUPPORTED

Other campuses within the University of Maine System may require similar resources on an on-call basis. RFP award and resulting agreement will not constitute a guarantee of campus engagement or use of the Agreement, only that the Contractor will supply the product and services offered in the Agreement to campuses on an on needed basis.

<table>
<thead>
<tr>
<th>Campus</th>
<th>Location</th>
<th>Contractor Supported (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Maine</td>
<td>Orono, Maine</td>
<td></td>
</tr>
<tr>
<td>University of Maine at Machias</td>
<td>Machias, Maine</td>
<td></td>
</tr>
<tr>
<td>University of Maine at Farmington</td>
<td>Farmington, Maine</td>
<td></td>
</tr>
<tr>
<td>University of Maine at Fort Kent</td>
<td>Fort Kent, Maine</td>
<td></td>
</tr>
<tr>
<td>University of Maine at Presque Isle</td>
<td>Presque Isle, Maine</td>
<td></td>
</tr>
<tr>
<td>University of Southern Maine</td>
<td>Portland Maine, Campus</td>
<td></td>
</tr>
<tr>
<td>University of Southern Maine</td>
<td>Gorham, Maine Campus</td>
<td></td>
</tr>
</tbody>
</table>
Appendix D – Master Agreement

UNIVERSITY OF MAINE SYSTEM
MASTER AGREEMENT

This Master Agreement ("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 – Insurance Requirements
Rider C – University of Maine System Standards for Safeguarding Information
Contract Amendments as required

Request for Proposal #2019-047 Issue Date April 22, 2019 Titled Mechanical & HVAC Preventive Maintenance, Inspection & Repair Services for University of Maine at Augusta

Contractor’s Bid in Response to Request for Proposal #2019-047 Proposal Submission Date May 7, 2019 Titled Mechanical & HVAC Preventive Maintenance, Inspection & Repair Services for University of Maine at Augusta

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

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

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

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

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

2. **Term:** This Contract shall commence on **July 1, 2019** and shall terminate on **June 30, 2022**, unless terminated earlier as provided in this Contract with option for **four (4) one (1) year renewals** upon the parities’ mutual written 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. Reimbursement for travel: Contractor will be reimbursed for pre-approved travel, lodging and meals. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
   
   C. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.

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

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

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.

9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: Douglas West 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, 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:
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  
Fax: 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. Contract Amendments as required  
   B. Terms and conditions of this Agreement  
   C. Rider A - Specifications of Work to be Performed  
   D. Rider A-1 – Pricing  
   E. Rider B – Insurance Requirements  
   F. Rider C – University of Maine System Standards for Safeguarding Information  
   G. Rider D – Services Engagement Form  
   H. Request for Proposal #2019-047 Issue Date April 22, 2019 Titled Mechanical & HVAC Preventive Maintenance, Inspection & Repair Services for University of Maine at Augusta  
   I. Contractor’s Bid in Response to Request for Proposal #2019-047 Proposal Submission Date May 7, 2019 Titled Mechanical & HVAC Preventive Maintenance, Inspection & Repair Services for University of Maine at Augusta

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.

28. **Job Site Safety**: All Contractors, subcontractors, and their employees providing a service to the University must comply with each locations safety and environmental rules and procedures as set forth in this document as well as all relevant Federal, State, and Local regulations. All Contractors are responsible for, and will ensure that, their employees, subcontractors, and the subcontractor’s...
employees are in compliance with the stated rules, procedures, and regulations. It is each Contractor’s responsibility to insure that each employee of the Contractor, including those of its subcontractors, is trained in the safe work practices necessary to allow successful completion of their assigned tasks. Additionally, the contract firm shall advise the Department of Facilities Management of any unique hazards presented by its employees’ planned activities and of any “unusual” hazards discovered by the Contractor’s employees.

29. Accident / Injury Notification: The Facilities Management supervisor 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 this contract.

30. 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.

31. 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.

32. Protection and Security of Building 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 this 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.

33. 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.

34. Access to Buildings: Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement cost 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. Additional requirements may be added by the Department of Facilities Management.

35. Alternates: Unless otherwise provided for in this Request for Proposal, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the bidder's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "equal" product, such bid will be considered to offer the brand name products referenced in the solicitation.
36. Identification: Contractors are required to contract each University Department of Facilities Management to determine identification requirements prior to work.

37. Environmental 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.

38. Service Requirements: Inspections and testing are to be pre-scheduled, in advance, with the Department of Facilities Management at the 5 Farmhouse Drive. The exact days and times shall be determined by the University Department of Facilities Management.

39. Return of Premises: Upon completion of any services, the Contractor’s employee will return all space disrupted by maintenance work to a neat and clean condition. The Contractor is to ensure 24-hour availability for emergency and/or unscheduled service. All available building floor plans will be made available for review in the Facilities Management Office.

40. Licenses: The Contractor agrees to obtain any licenses and certifications from Federal, State and Local Authorities needed to permit their firm to carry out the activities hereunder and further agrees to comply with all Federal, State and Municipal Laws and Ordinances relative to activities herein. The Contractor(s) is to insure that all systems are maintained and in full operating condition.

41. Communication: It is expected that the Contractor, generally through the primary mechanic, shall maintain good communications with the Department of Facilities Management regarding the following:

   A. Prompt notification of major work required, safety related or serious problems, and unusual circumstances.

      Notification of any damaged or abused equipment.
      Notification of any equipment not operating as designed.
      Notification of shutdown of any equipment.

   B. Feedback of maintenance problems, and equipment performance through clear and well documented service slips.

   C. Contractor shall arrange annual update meeting with the Contract Administrator or designee.

42. Documentation: The University requires that the Contractor maintain full documentation of inspections and such documentation will be maintained at the Department of Facilities Management. This will include, but not be limited to, the following:

   • Within thirty (30) days after award of contract, the Contractor shall develop a written inspection program including a schedule of required inspections, repair record forms, and maintenance testing procedures.
• Reports of all service calls and failures.
• Report of major or safety related problems encountered or any equipment not operating to design specifications.
• Repair logs to document all work done on each system. Original maintenance records will remain as the University's property.
• All changes in writing of the system components will be recorded on the University's plans and specifications maintained at the Facilities Management campus office.
• Failure to comply with any of the above may result in non-payment. Work shall not be considered performed if written documentation and sign in logs are incomplete.

43. **System Downtime:** Notification must be given anytime a system is taken off line. In the case where repairs are necessary the Contractor shall ensure that repairs are expedited to minimize downtime. Not more than one system per campus shall be put out of service at one time for regular maintenance, inspection or servicing. When a system is taken out of service, how and when the system is to be put back into service shall be scheduled with the University in advance.

44. **Storage, Cleaning and Final Clean up:** It is the sole responsibility of the contractor to remove all accumulation of refuse, rubbish, scrap materials, debris, equipment, tools, etc. on a site the Contractor is working on during a project or after the completion of a job. Removing these items will be at the contractor's expense.

If the Contractor fails to promptly and properly fulfill the obligations of cleaning during and after the project, the University reserves the right to employ others at the expense of the Contractor to complete cleaning.

45. **Repair Parts Availability and Characteristics:** To assure a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the systems. These spare parts shall be genuine, original manufacturer's parts or approved equal.

46. **Systems & Equipment:** The systems and equipment are to be maintained to original design, conditions and performance characteristics. If equipment has obsolete parts, with no current direct replacement, the parts will be replaced with new non-proprietary parts so as to maintain the systems original design and performance characteristics.

47. **Parts Costs:** The University reserves the right to audit the Contractor's records to determine cost. Cost shall be determined at cost plus fixed vendor markup percentage.

48. **Work Hours:** Service calls placed between the hours 7:00 AM and 4:00 PM will be paid straight time hourly rate as quoted in the response. Contractors must respond within one (1) hours of a call and be on site within three (3) hours if needed from time of initial call. Straight time hourly rate shall apply for hours between 7:00 AM and 4:00 PM and Overtime rates apply for the hours between 4:00 PM and 7:00 AM.

Travel time rates shall be charged by the hour. Travel time rates shall include Contractor's employee hourly rate and all travel expenses including, but not limited to, mileage, fuel, insurance, overhead, etc.
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.
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 Maine System on behalf of University of Maine at Augusta sought responses to provide Mechanical & HVAC Preventative Maintenance, Inspection & Repair Services as defined in this document.

PRODUCT SCOPE OF WORK:

Exhibit A provides a list of Mechanical & HVAC equipment located on the University of Maine at Augusta and Bangor campuses which are part of scope of this agreement.

The Contractor shall provide a comprehensive heating, ventilation, air-conditioning (HVAC) maintenance and repair program for the campus. The work will include a total preventative maintenance program including, but not limited to, the inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained Mechanical / HVAC systems providing quality air for employees, students, and the public. The Contractor shall provide inspections and preventative maintenance to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life as well as perform scheduled inspections. Contractor shall provide chiller maintenance, boiler maintenance, rooftop maintenance, exhaust fan maintenance, split system maintenance, pump maintenance, building automation system maintenance, fan coil units filter & belt inspection & replacement, and written reports provided to the University after each visit. Contractor shall provide qualified personnel 24 hours a day, 7 days per week for emergency and non-emergency calls requiring service.

The Contractor shall provide:

Mechanical & HVAC Inspections:
The Contractor shall provide routine schedule to perform inspection tasks on the HVAC system that includes the following, as applicable:

<table>
<thead>
<tr>
<th>Coils</th>
<th>Compressor Operations</th>
<th>Motor Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voltage &amp; Amp Draws</td>
<td>Refrigerant Charge</td>
<td>Cabinets &amp; Ductwork</td>
</tr>
<tr>
<td>Heat Exchangers</td>
<td>Refrigerant Piping</td>
<td>Bearings</td>
</tr>
<tr>
<td>Belts &amp; Pulleys</td>
<td>Blowers</td>
<td>Condensate Drain</td>
</tr>
<tr>
<td>Operating/Safety Controls</td>
<td>Oil Levels</td>
<td>Water Levels</td>
</tr>
<tr>
<td>Electrical/Relays &amp; Contactors at Equipment</td>
<td>Reversing Valves</td>
<td>Fans/Blades</td>
</tr>
</tbody>
</table>

Preventative Maintenance Actions:
The Contractor shall provide during scheduled inspections provide a proactive, hands-on maintenance services to improve equipment operations, increase efficiency, minimize breakdowns and prolong equipment life. Services may include, but not limited to:

<table>
<thead>
<tr>
<th>Fan Blade/Blower Cleaning</th>
<th>Bearing Lubrications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Control Adjustments</td>
<td>Motor Lubrications</td>
</tr>
<tr>
<td>Belt Adjustment/Replacements</td>
<td>Calibrations</td>
</tr>
</tbody>
</table>
Filter Service/Changes:
The Contractor shall provide filter service/changes determined for best operating conditions and overall value to the University. Type and frequency of service to be determined based on needs. Filter service to be included per schedule:

1. Removal and proper discard of used filters/medias
2. Provide and deliver to the University replacement filters/medias
3. Install Filters
4. Wash Filters as required and as applicable
5. On any filter change please add the wording “provide date on filter when installed.

Semi-Annual Chiller Maintenance:
The Contractor shall perform semi-annual chiller maintenance in the spring and fall. Services include, but not limited to, the following:

Spring Maintenance:
1. Check unit for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten all electrical terminals, check for contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Start unit for proper operations and refrigerant pressures
7. Clean condenser coils
8. Document all readings
9. Report any uncorrected deficiencies

Fall Maintenance:
1. Check glycol levels

Semi-Annual Split System Maintenance
The Contractor shall perform semi-annual split system maintenance in the spring and fall. Services include, but not limited to, the following:

Condensing Unit Maintenance
1. Check for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and tighten electrical terminals, check contacts for wear
4. Check crankcase heaters for proper operation
5. Check external interlocks, i.e. flow switches and/or pump interlocks, etc.
6. Check meg compressors (annual)
7. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
8. Document all uncorrected deficiencies, complete operating log and document all readings

Air Handler Maintenance
1. Change and/or adjust belts as needed
2. Change pleated filters semi-annually
3. Grease bearings
4. Check inlet guide vanes for proper operation and lubricate
5. Check linkages
6. Check all dampers and lubricate
7. Check motor amp draw
8. Check and tighten electrical connections

**Semi-Annual Roof Top Unit Maintenance**
The Contractor shall perform semi-annual roof top unit maintenance in the spring and fall. Services include, but not limited to, the following:
1. Check units for refrigerant leaks
2. Check and adjust safety and operating controls
3. Check and replace, if needed, belts
4. Check and tighten electrical terminals, check contacts for wear
5. Check crankcase heaters for proper operation
6. Start and check unit for proper operations and refrigerant pressures, check controls and calibrate as needed
7. Lubricate where applicable
8. Document all uncorrected deficiencies, complete operating log and document all readings

**Semi-Annual Pump Maintenance:**
The Contractor shall perform semi-annual pump maintenance in the spring and fall. Services include, but not limited to, the following:
1. Grease all system pumps
2. Check for proper alignment
3. Tighten all electrical connections
4. Check for proper amp draft
5. Document any deficiencies

**Annual Exhaust Fan Maintenance:**
The Contractor shall perform annual exhaust fan maintenance. Services include, but not limited to, the following:
1. Change belts
2. Lubricate bearings and motors
3. Check amperage
4. Check alignment
5. Verify proper operation

**Annual Oil Transfer Pump System Maintenance**
The Contractor shall perform annual oil transfer pump system maintenance each fall. Services include, but not limited to, the following:
1. Lubricate oil pumps
2. Tighten all electrical connections
3. Check for proper amp draw
4. Verify proper operations
5. Document any deficiencies

**Semi-Annual Building Automation Maintenance**
The Contractor shall perform semi-annual building automation maintenance in the spring and fall. Services include, but not limited to, the following:
1. Provide a complete back up of systems operating parameters and programming
2. Check control panel wiring terminations
3. Check system batteries & change batteries annually
4. Annual points verification
5. Operator training

**Semi-Annual Fan Coil Units**
The Contractor shall perform semi-annual fan coil units maintenance in the spring and fall. Services include, but not limited to, the following:

1. Replace belts and filters

**Documentation:**
The Contractor shall provide the University with a work report of equipment that was serviced during the technician’s visit to the University detailing all work performed, condition of equipment serviced, materials used, and all deficiencies.

The initial scope of work will not include the following but may be considered for addition during the term of the agreement.

**Annual Boiler Service:**
The Contractor shall perform services including annual inspection, cleaning and overhaul of boilers. Services include, but not limited to, the following:

1. Burner drawer assemblies will be opened, cleaned, and adjusted as required by manufacturer’s specifications. Lenses and glasses will be inspected and cleaned.

2. The fireside of boilers will be opened, cleaned and inspected. All flue-gas passage covers will be removed and inspected for general condition. Passages between boiler sections will be brushed clean of soot. Covers will be re-sealed and installed. All soot will be disposed of in accordance with all federal, state and local regulations.

3. All safety devices (i.e. water level controls and relief valves) will be checked for proper operation and general condition. All gaskets will be supplied and replaced if applicable. Relief valves that do not function or reseat properly will be replaced if necessary. The cost of replacement relief valves is not included in this scope of work and will be invoiced separately at cost plus for material cost.

4. Motors, fans, seals, pumps, couplings, and mounts will be inspected, checked for proper operation and general condition.

5. Covered Oil-Fired & Gas-Fired equipment Fuel filter elements, nozzles strainer screens, and electrodes will be replaced. Visual inspection of gas piping and control devices for general condition and signs of leakage is required.

6. OEM temperature controls will be cleaned and calibrated.

7. Electrical connections will be inspected and tightened. Ignition transformers will be checked for proper voltage output.

8. Drive belts, if applicable, will be replaced, aligned and tensioned.

9. Tighten all linkages and check for wear.

10. Lubricate motor and shaft bearings.
11. Inspect / Service all expansion tanks, if applicable.

12. Heating equipment will be fired, tested, and adjusted for maximum efficiency using a computerized combustion analyzer.

13. Recommendations for repair and / or replacement of equipment found to be defective and / or inoperative identified during servicing will be provided to the University along with a quoted estimate of cost. All work required to repair and / or replacement of equipment found to be defective and / or inoperative during annual servicing will be covered under this contract and shall be billed separately from the annual servicing agreement.

14. All other work and / or services deemed part of normal industrial standards for annual servicing of equipment covered under this contract.

15. Provide a work report detailing all work performed, condition of equipment serviced and materials used.

**CAMPUS SUPPORTED**

This agreement does not constitute a guarantee of campus engagement or use of the Agreement, only that the Contractor will supply the product and services offered in the Agreement to the following list of campuses for the duration of the Agreement. Campus engagement will be on an on needed basis.

<table>
<thead>
<tr>
<th>Campus</th>
<th>Location</th>
<th>Contractor Supported (Yes or No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Maine</td>
<td>Orono, Maine</td>
<td></td>
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<tr>
<td>University of Maine at Machias</td>
<td>Machias, Maine</td>
<td></td>
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<tr>
<td>University of Maine at Augusta</td>
<td>Bangor, Maine Campus</td>
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<tr>
<td>University of Maine at Augusta</td>
<td>Augusta, Maine Campus</td>
<td></td>
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<tr>
<td>University of Maine at Farmington</td>
<td>Farmington, Maine</td>
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<tr>
<td>University of Maine at Fort Kent</td>
<td>Fort Kent, Maine</td>
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<tr>
<td>University of Maine at Presque Isle</td>
<td>Presque Isle, Maine</td>
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<tr>
<td>University of Southern Maine</td>
<td>Portland Maine, Campus</td>
<td></td>
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<tr>
<td>University of Southern Maine</td>
<td>Gorham, Maine Campus</td>
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</tbody>
</table>

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

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

**PERFORMANCE TERMS AND CONDITIONS**

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

2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.

4. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in **Rider C - University of Maine System Standards for Safeguarding Information.** Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.

5. **Environment Compliance:** In the event this 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 this 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 are of responsibility not attributable to Contractor.
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. >>

<table>
<thead>
<tr>
<th>#</th>
<th>Role of Individual/Position Title</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Weekend / Holiday Rate</th>
<th>Emergency Hour Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Superintendent / Supervisor</td>
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<td>2</td>
<td>Technician</td>
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<td>3</td>
<td>Other Labor Rate</td>
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<td>4</td>
<td>Travel for Non-Emergency Call-Ins</td>
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<td>5</td>
<td>Travel for Emergency Call-Ins</td>
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<td>6</td>
<td>Additional Cost</td>
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<td>7</td>
<td>Aerial Lift with Operator</td>
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<td>8</td>
<td>Other Equipment with Operator</td>
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</table>

<table>
<thead>
<tr>
<th>Cost Plus Vendor Markup % of Cost</th>
<th>%</th>
</tr>
</thead>
</table>
RIDER B
INSURANCE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>#</th>
<th>Insurance Type</th>
<th>Coverage Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Commercial General Liability, including Product’s and Completed Operations</td>
<td>$2,000,000 per occurrence or more</td>
</tr>
<tr>
<td></td>
<td>(Written on an Occurrence-based form)</td>
<td></td>
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<tr>
<td></td>
<td>(Bodily Injury and Property Damage)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vehicle Liability (Including Hired &amp; Non-Owned)</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td></td>
<td>(Bodily Injury and Property Damage)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Products &amp; Completed Operations Aggregate</td>
<td>$2,000,000 per occurrence</td>
</tr>
<tr>
<td>4</td>
<td>Workers Compensation (In Compliance with Maine and Federal Law)</td>
<td>Required for all personnel</td>
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<tr>
<td>5</td>
<td>Personal Injury</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>Medical Payments (Any One Person)</td>
<td>$5,000</td>
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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 C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

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

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

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

1. **Standards for Safeguarding Information:** The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.

   A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver’s License and Social Security numbers, in both paper and electronic format.

   B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

   C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.

   D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.

   E. If information pertaining to protected “Customer Financial Information” is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.

2. **Prohibition of Unauthorized Use or Disclosure of Information:** Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

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

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

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

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

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

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

7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.

8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.

9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.

10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor.
in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
   
   A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
   
   B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
   
   C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
   
   D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
   
   E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
   
   F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
   
   G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
   
   H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.
RIDER D
SERVICES ENGAGEMENT FORM
Services Engagement to Agreement for Services

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

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

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

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:
The term of this Work Order will be from ______________________ to ____________________

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

PRICE:

SIGNATURES:

Institution

By: ______________________________

Name: _____________________________

Title: ______________________________

Date: ______________________________

Contractor

By: ______________________________

Name: _____________________________

Title: ______________________________

Date: ______________________________

Chief Information Officer approval is required of any University of Maine System information technology service engagements.

BY: ______________________________

Title: ______________________________

Chief Information Officer or designee Date: ______________________________
Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement
As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

☐  Agreed ___________
    Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term
The Agreement term will be for three (3) years with the option of four (4) one-year renewals. Exercise of any renewal option will require parities’ mutual written agreement.

☐  Agreed ___________
    Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.

Appendix D - 4. Termination: The Agreement or a Services Engagement (Rider D) may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or 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 Agreement shall not be reimbursed for any costs incurred after the effective date of termination.

☐  Agreed ___________
    Initial
49. **Appendix D - 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. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

The Contractor agrees that upon termination of this Master Agreement for any reason, it will continue to provide Services (“Transitional Services”) to ensure an orderly and efficient transition of services to the University or another supplier, provided however that under no circumstances shall Contractor be required to provide Transitional Services for more than six (6) months following termination of this Agreement unless the Parties have entered into a written Transitional Services agreement. The University shall pay the Contractor for all Transitional Services for the six months of the transition at the rates set forth in Master Agreement Rider A-1.

☐  Agreed __________
    Initial

**Appendix D - 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.

☐  Agreed __________
    Initial

1.4  **Permit an entity to change unilaterally any term or condition once the Agreement is signed:**

**Appendix D - 8. Modification:**
This Agreement may be modified or amended only in a writing signed by both parties.

☐  Agreed __________
    Initial

1.5  **Apply the law of a state other than Maine:**

**Appendix D - 10. Applicable Law:**
This Agreement shall be governed and interpreted according to the laws of the State of Maine

☐  Agreed __________
    Initial
1.6 **Provide any defense, hold harmless or indemnity;**

**Appendix D - 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.

☐ Agreed ____________

 Initial

1.7 **Waive any statutory or constitutional immunity;**

☐ Agreed ____________

 Initial

1.8 **Pay attorneys' fees, costs, expenses or liquidated damages;**

☐ Agreed ____________

 Initial

1.9 **Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.**

**Appendix D - 17. Entire Agreement:**
This Agreement 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 Agreement is the entire agreement between the University (including University’s employees and other End Users) and Agreement or. In the event that Agreement or 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 Agreement 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 Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

☐ Agreed ____________

 Initial
1.10 Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;

Appendix D - 21. Confidentiality:
The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

☐ Agreed __________
Initial

1.11 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

☐ Agreed __________
Initial

1.12 Add any entity as an additional insured to UMS policies of insurance.

☐ Agreed __________
Initial
Appendix F – 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).

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Appendix G – 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.

Organizational, Qualifications and Experience - 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 and all acquisitions or mergers in the last five years. Is the company publicly or privately held?

2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.

4. Describe your experience offering a solution for the business requirements identified in this document.

5. 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 the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

6. 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.
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<td>PAD MOUNT CONDENSER UNIT 2 TON IT SERVER ROOM</td>
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<td>MUYGE24NA</td>
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<td>SANYO</td>
<td>C12472</td>
<td>0018091-8522134467 9000</td>
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<td>MAY 6 24 NA</td>
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<td>-01A-006-ACU-013</td>
<td>CEILING MOUNT AIR CONDITIONER UNIT (ABOVE ACU 013) FEEDS 201</td>
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<td>TTA048A300AO</td>
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<td>CEILING MOUNT AIR HANDLER UNIT TO COMPUTER LAB 212</td>
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<td>RAUCC50EBT13 00000019</td>
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<td>E05244534</td>
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<td>CHILLER UNIT (LIBRARY &amp; ITV A/C)</td>
<td>TRANE</td>
<td>CCAF060GCD0U ACON NIDI RP25 NONSX</td>
<td>UO6E0 7752</td>
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<td>MUSIC MODULAR I</td>
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<td>Ceiling Mount ACU in Gallery</td>
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<td>Floor Mount Air Conditioner Unit 1st Floor</td>
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<td>-01X-002-HRU-152</td>
<td>Heat Recovery Unit Locker Rooms 152, 153 &amp; 154 (LOC GYM)</td>
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<td>-01X-002-RTU-241</td>
<td>Roof Top Unit Gas / Electric - 12 Center Stairwell</td>
<td>RTU</td>
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<td>7231WJP9H</td>
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<td>-01X-002-RTU-242</td>
<td>Roof Top Unit Gas / Electric - 4 Racquet Ball Court</td>
<td>RTU</td>
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<td>72E215X9H</td>
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<td>Roof Top Unit Gas / Electric - 6 Mini Gym</td>
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<td>-01X-002-RTU-252</td>
<td>Roof Top Unit Gas / Electric - 3 Classroom</td>
<td>RTU</td>
<td>2YCC3042A</td>
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<td>Roof Top Unit Gas / Electric - 2 Lab</td>
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<td>72430569H</td>
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<td>Roof Top Unit Gas / Electric - 7 Classroom and 265</td>
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<td>72711FS9H</td>
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<td>Roof Top Unit Gas / Electric - 1 Office</td>
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<td>DIEZ030A06A</td>
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<td>Page 59 of 60</td>
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<p>| LEWISTON HALL | -01B-006-AC-003 | WALL MOUNT EVAPORATOR UNIT IN ROOM 110 CLSR (SERV BY COND 003) | EVU | MITSUBISHI (R-22) | PKH30FK | YES | 1 | 2532 |
| LEWISTON HALL | 01B 006 CND 004 | PAD MOUNT CONDENSER 2.5 TON | COND | MITSUBISHI (R-22) | PU30EK | YES | 1 |
| LEWISTON HALL | -01B-006-AC-004 | WALL MOUNT EVAPORATOR UNIT IN ROOM 114 WEST (SERV BY COND 004) | EVU | MITSUBISHI (R-22) | PKH30FK | YES | 1 | 2533 |
| LEWISTON HALL | 01B 006 CND 005 | PAD MOUNT CONDENSER 2.5 TON | COND | MITSUBISHI (R-22) | PU30EK | YES | 1 |
| LEWISTON HALL | -01B-006-AC-005 | WALL MOUNT EVAPORATOR UNIT IN ROOM 114 SOUTH (SERV BY COND 005) | EVU | MITSUBISHI (R-22) | PKH30FK | YES | 1 | 2534 |
| LEWISTON HALL | 01B 006 CND 006 | PAD MOUNT CONDENSER 2.5 TON | COND | MITSUBISHI (R-22) | PU30EK | YES | 1 |
| LEWISTON HALL | -01B-006-AC-006 | WALL MOUNT EVAPORATOR UNIT IN ROOM 114A OFFICE (SERV BY COND 006) | EVU | MITSUBISHI (R-22) | PKH30FK | YES | 1 | 2537 |
| BELFAST HALL | -01B-008-ACC-001 | CONDENSER UNIT (SERVES EVU 1) | COND | MITSUBISHI | PUY-A18NHA | YES | 1 | 2516 |
| BELFAST HALL | -01B-008-EVU-001 | EVAPORATIVE UNIT (IT ROOM 105) | EVU | MITSUBISHI | PKA-A18GAL | YES | 1 | 2514 |
| BELFAST HALL | -01B-008-ACC-002 | CONDENSER UNIT (SERVES EVU 2) | COND | MITSUBISHI | PUY-A18NHA | CRITICAL | 4 | 2517 |
| BELFAST HALL | -01B-008-EVU-002 | EVAPORATIVE UNIT (IT ROOM 206) | EVU | MITSUBISHI | PKA-A18GAL | CRITICAL | 4 | 2515 |
| BELFAST HALL | -01B-008-COND-001 | AIR COOLED CONDENSER UNIT (SERVES UNIT VENT FOR 105) | COND | LENNOX | XC15-048 | YES | 1 | 2518 |
| BELFAST HALL | -01B-008-COND-002 | AIR COOLED CONDENSER UNIT (SERVES UNIT VENT FOR 214) | COND | LENNOX | XC15-024 | YES | 1 | 2519 |
| BELFAST HALL | -01B-008-COND-003 | AIR COOLED CONDENSER UNIT (SERVES UNIT VENT FOR 204) | COND | LENNOX | XC15-024 | YES | 1 | 2520 |
| EASTPORT HALL | 01B 011 CND 001 | WALL HUNG CONDENSER UNIT 2 TON | COND | MITSUBISHI | PUYA24NHA2 | 81U02671B | YES | 1 | 1984 |
| EASTPORT HALL | 01B 011 EVU 001 | WALL MOUNTED EVAPORATOR UNIT (SERVES ROOM 102) | EVU | MITSUBISHI | PKA24/30 | 72A01879B | YES | 1 |
| EASTPORT HALL | 01B 011 CND 002 | WALL HUNG CONDENSER UNIT 2 TON | COND | MITSUBISHI | PUY-A24NHA | 81U03025B | YES | 1 | 1984 |
| EASTPORT HALL | 01B 011 EVU 002 | WALL MOUNTED EVAPORATOR UNIT (SERVES ROOM 102) | EVU | MITSUBISHI | PKA-A24/30 | 81A01928B | YES | 1 |
| EASTPORT HALL | 01B 011 CND 003 | WALL MOUNTED CONDENSER UNIT 3 TON | COND | DAIKIN | RXS36HVJU | A000449 | YES | 1 |
| EASTPORT HALL | 01B 011 EVU 003 | WALL MOUNTED EVAPORATOR UNIT (SERVES ROOM 124) | EVU | DAIKIN | FTXS36HVJU | E000615 | YES | 1 |
| EASTPORT HALL | 01B 011 CND 004 | WALL MOUNTED CONDENSER UNIT 3 TON | COND | DAIKIN | RXS36HVJU | A000497 | YES | 1 |
| EASTPORT HALL | 01B 011 EVU 004 | WALL MOUNTED EVAPORATOR UNIT (SERVES ROOM 124) | EVU | DAIKIN | FTXS36HVJU | E000613 | YES | 1 |</p>
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<td>01B 011</td>
<td>CND 005</td>
<td>Condenser</td>
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<td>Rooftop unit 2 mechanical cooling only (serves rooms 135,137)</td>
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