



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

PEST MANAGEMENT SERVICES FOR  
UNIVERSITY OF MAINE AT FARMINGTON &  
UNIVERSITY OF SOUTHERN MAINE

RFP #2020-009

**Issued Date:** July 19, 2019

**Response Deadline Date/Time:** August 26, 2019, 11:59 p.m.  
EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – SM Pest Management Services - RFP#2020-009

**Response Contact Information:**

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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 Farmington

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

### University of Southern Maine

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

#### 1.1.3 Purpose

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

#### 1.1.4 Specifications / Scope of Work

##### **General Specifications:**

The University is seeking proposals from qualified Contractors for integrated pest management, extermination and on-call services. The Contractor shall provide all supervision, labor, materials and equipment necessary to accomplish the monitoring, management and eradication components of the pest program.

The Contractor shall be required perform monthly / quarterly inspections of listed buildings, inspections of other locations as required, and shall be required to identify and treat pests consistent with Integrated Pest Management (IPM) principles in order to maintain control and to prevent infestations determined by the University Department of Facilities Management and Department of Auxiliary Services. Contractor shall provide on-call services as needed for pest management not included in monthly / quarterly inspections. The University will notify the Contractor when call-backs are necessary. It is expected that the Contractor shall use the most effective preventive measures that will result in a minimum number of callbacks. Contractor shall provide weekly updates to contract administrators via email of work performed, treatment used, locations, next steps required and treatment plans.

The Contractor shall respond to non-emergency call-backs within one week. Requests to remove external nests of stinging insects shall require a usual response time of 24 hours but may be longer as determined by the University. Response time for nests, bats, birds or rodents located inside buildings shall be within 12 hours. When required, the response time for bed bug services shall be within 12 hours or 9:00 AM the next day.

Contractor's proposal shall include a monthly / quarterly flat rate that covers all supervision, labor, materials, equipment and treatment that includes, but not limited to pesticides, baits, gels, pastes or granular materials to perform monthly / quarterly scheduled interior and exterior inspections, IMP services and extermination services.

The Contractor shall comply with IPM principles by minimizing exposure and human risk to the maximum extent practicable using currently available technology and by including, at a minimum, the following control strategies:

- Use pesticides and applications methods that present the lowest potential hazard to people and the environment whenever possible, based on efficacy, volatility, potential exposure, the signal word on the pesticide label, the safety data sheet and any label language imposing a ventilation requirement.
- Use baits, gels, pastes or granular materials and crack crevice treatments whenever residents, children, sensitive individuals or non-consenting employees are in the same room.
- The use of Micro Encapsulated Pesticides is allowed when necessary. Wettable Powder Pesticides may be used only cases when immediate results must be met.
- Provide a written evaluation of conditions conducive to the development of pest problems and specific recommendations for practical non-pesticide control measures.

The Contractor's firm and all Contractor employees who may provide services under this RFP must be licensed and certified by the Maine Department of Agriculture Board of Pesticide Control to apply pesticides. **Subcontractors will not be allowed without written authorization by Contract Administrators.**

The Contractor shall coordinate ALL extermination activities with the University's Contract Manager.

Interior and exterior inspections for the following insect and rodents will be treated according to mutually agreed schedule: roaches, earwigs, clover mites, springtails, fleas, ants (including carpenter & pavement), mice, rats, wasps, spiders, hornets, silverfish and ticks.

- Contractor will provide non-scheduled treatment at no additional cost for insects and / or rodents listed in above if infestation found within 48 hours of monthly / quarterly inspection included in monthly / quarterly services.

The following pest controls and others not specified herein will be considered exceptions and will be billed on an hourly basis:

- Carpenter Ants – hourly billing shall apply only when an inaccessible infestation occurs.
- Nest of hornets or wasps outside the building that requires the use of a ladder more than six (6) feet high.
- Honey bees, squirrels, bats and insects not specified herein.
- Flies: An optional house fly program may be included in the food handling areas during certain times of the year. Include information and pricing with your response.

The Contractor shall coordinate the management of insects and / or rodents not listed in with the designated University Contract Manager.

The Contractor shall perform services to detect, prevent, control and eradicate bed bugs on "as needed" basis. The Contractor, in coordination with the University's Contract Manager, shall provide specific treatments for the effective control and eradication of bed bugs. The Contractor shall have the labor, equipment and supplies necessary to provide treatments that may include, but not limited to the following:

- Insecticides (may be restricted in some areas due to sensitivity and facility use)
- Containerized heat
- Containerized fumigation
- Freezing
- Canine detection (Required)
- In-room heat (Preferred, must be approved by University Facilities Management prior to use)

The treatment methods used by the Contractor shall have a proven history of successfully managing bed bug infestations.

The Contractor shall maintain one (1) logbook for all dining locations. One logbook will be maintained for all residential locations. One logbook will be maintained to include all other educational and general (E&G) buildings. Location of logbooks will be determined by University's Department of Facilities Management and Department of Auxiliary Services. Logbooks will include a detailed account of reporting and monitoring activities. Inspection and service reports will be provided at each visit and shall include the following information at a minimum: areas inspected and treated, pests and quantity of pest found, materials used, SDS, and any recommended suggestions for future prevention. If there is a charge for logbooks please indicate the cost on your equipment list.

All equipment shall be mapped and numbered as to placement and kept in the logbook. Equipment must be dated each time it is checked.

The University will provide all carpentry, preparatory or finish work when required in the execution of this Contract.

The Contractor shall be responsible for **posting and distributing** board-approved written notices in a prominent location at least 24 hours and up to 7 days prior to indoor liquid or aerosol pesticide applications in non-residential areas.

For pesticide applications in residential areas or in child care facilities, the Contractor shall deliver the written notice to the University's Project Coordinators in person. Prior to any pesticide application in these areas, the Contractor shall confirm that written notices have been sent to all residents of affected units and to parents of children enrolled in the child care facilities.

All board-approved notice forms must contain the name of the building and the date of pesticide application.

As part of scheduled pest management services, all buildings listed shall be treated at ground level as needed to discourage pests from entering the building. Areas to be inspected, monitored and treated include but are not limited to: Residential Buildings Common Areas, E&G Buildings Common Areas, Storage Areas, Recycle Rooms, Shipping/Receiving, Mechanical/Electrical Rooms, Restrooms, Basements, and Offices. The Contractor shall perform monthly / quarterly inspections and treatments of scheduled locations in order to maintain control and to prevent infestations.

### **University of Maine at Farmington Specific Specifications:**

Residential Buildings Logbook: One logbook will be maintained for all Auxiliary Buildings with **monthly inspections**:

- Dakin Hall
- Frances Allen Black Hall
- Lockwood Hall
- Mallett Hall
- Olson Student Center (multiuse, auxiliary area)
- Purington Hall
- Scott Hall
- Stone Hall

E&G Buildings Logbook: One logbook will be maintained for all E&G Buildings with quarterly Inspections:

- 101 South Street
- 104 Lake Ave
- 114 Prescott Street
- 125 Lincoln Street – Honors Center
- 144 Quebec Street
- 147 Farmington Falls Rd
- 149 Quebec Street – Public Safety
- Admissions
- Alumni Theater
- Brinkman House
- Creative Writing House
- Dearborn Gymnasium
- Education Center
- Emery Community Arts Center
- Ferro Alumni Center
- Fitness & Recreation Center
- Franklin Academic Success Center
- Look House
- Mantor Library
- Merrill Hall
- Olsen Student Center (Multiuse, E&G area)
- Preble Hall & Thomas Auditorium
- Psychology
- Ricker Addition
- Ricker Hall
- Roberts Learning Center & Roberts Lincoln Auditorium
- Fusion Center

### **University of Southern Maine Specific Specifications:**

Equipment owned by the University and location of equipment is provided in Appendix B - Cost Response Form. Contractor shall provide monthly inspection of University equipment listed. The Contractor shall maintain equipment without incurring additional cost for the purchase of new equipment. When necessary, additional equipment shall be placed on an as needed basis throughout the term of the contract and billed separately.

All chargeable equipment must be pre-approved by the University's Contract Manager by campus prior to placement.

Include with your bid a complete list of equipment and indicate the cost of the University for all chargeable equipment. Cost for equipment shall remain form throughout the contract period.

Additional buildings may be added to the regular monthly list of inspections throughout the term of the contract. The cost for additional buildings will be negotiated on an as needed basis and agreed upon by the University Campus Contract Manager and Contractor prior to services being performed. Buildings may



be removed from the list of inspections throughout the term of the contract and listed cost deducted from monthly fee.

Contractor Managers: The following shall be responsible for the operational management of the Contract for the University of Southern Maine Campuses:

- USM Gorham Campus – Kristen Case
- USM Portland Campus – Kristen Case
- USM Lewiston-Auburn Campus Randy Estes (services as needed only)

**Buildings with monthly inspections:**

Portland Campus

- Albert Glickman Library 314 Forest Ave.
- Woodbury Campus Center 35 Bedford St.
- Luther / Bonney Hall 85 Bedford St.

Gorham Campus

- USM Safety / Childcare (Residential) 28 Husky Dr.
- Anderson Hall 40 Campus Ave.
- Upton-Hasting Hall 52 University Way
- Phillipi Hall 19 Campus Ave.
- Robie-Andrews Hall
- Brooks Student/Dining Center 32 Campus Ave.
- Upper Class Hall 25 Husky Dr.
- Woodward Hall 20 University Way
- Costello Field House 43 Campus Ave.
- Warren G. Hill Gym 47 Campus Ave.
- Bailey Hall 16 University Way

**Buildings with quarterly inspections:**

Portland Campus

- Masterton Hall 71 Bedford St.
- Law School 246 Deering Ave.
- Science Complex 70 Falmouth St.
- Payson Smith Hall 96 Falmouth St.
- Ambrosion Center 88 Bedford St.
- Wishcamper Center 34-44 Bedford St.
- Media Studies 21 Durham St.
- Sullivan Complex 66 Falmouth St.
- White Houses
  - 59 Exeter St.
  - 55 Exeter St.
  - 49 Exeter St.
  - 47 Exeter St.
  - 43 Exeter St.
  - 126 Bedford St.
  - 120 Bedford St.
  - 106 Bedford St.
  - 102 Bedford St.
  - 98 Bedford St.
  - 94 Bedford St.

- 92 Bedford St.
- 228 Deering Ave.

#### Gorham Campus

- Russell Hall 24 University Way
- Corthell Hall 13 University Way
- John Mitchell Center 67 Campus Ave.
- Ice Arena 55 Campus Ave.
- President's House 37 College Ave.
- Art Drawing Classroom 49 University Way
- Art Gallery 246 Main St
- Academy Building 100 School St.
- Print making studio 47 University Way
- McLellan House 140 School St.
- 7 College Ave (TRIO)
- 19 College Ave (Applied Energy Lab)
- 51 College Ave (Dept. Of Theatre)
- 62 School St. SMART
- 134 School St. ROTC
- Facilities Management 30 University Way Ext.

## 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](http://www.maine.edu/strategic/upcoming_bids.php)

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

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

### 1.2.3 Confidentiality

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

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

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

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

### 1.2.4 Costs of Preparation

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

### 1.2.5 Authorization

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

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

#### 1.2.6 Multi-Institutional

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

#### 1.2.7 Pricing

All prices quoted shall be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Pricing shall be firm for the first three years of the contract. Any price changes for subsequent contract renewals shall be submitted, in writing, to the Contract Administrator sixty (60) days prior to the expiration date. **Fuel surcharges and/or travel charges will not be allowed.**

#### 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.

## General Submission Provisions

### 1.2.11 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	Respondents' Pre-Bid Walk-Through – <b>OPTIONAL University of Maine at Farmington</b>	07/26/2019
Section 1.3.7	Respondents' Pre-Bid Walk-Through – <b>OPTIONAL University of Southern Maine</b>	07/25/2019
Section 1.2.2	Deadline for Written Inquiries/Questions	08/09/2019
Section 1.2.2	Response to Written Inquiries/Questions	08/16/2019
Section 1.2.2	Deadline for Proposal Submission	08/26/2019
Section 2.2	Award Announcement ( <b>subject to change</b> )	09/09/2019
	Estimated Agreement Start Date ( <b>subject to change</b> )	09/16/2019

### 1.2.12 Respondents' Pre-bid Conference

#### University of Maine at Farmington:

A conference will be held on **July 26, 2019 at 10:00 AM EST**. The purpose of this conference is to answer questions and provide clarification as may be required. Respondents will be given a tour of a select few buildings that include dorm(s) and E & G buildings. Attendance by all prospective Respondents is optional.

The Pre-bid Conference will be held at the Facilities Management Building located at 147 Farmington Falls Road, Farmington, Maine followed by a tour of the campus.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the Response Contact Information email address provided on the cover page of this document no later than 6:00 PM EST on July 25, 2019 with the name(s) and title(s) of the individual(s) who will attend.

#### University of Southern Maine:

A conference will be held on **July 25, 2019 at 10:00 AM EST**. The purpose of this conference is to answer questions and provide clarification as may be required. Respondents will be given a tour of a select few buildings that include dorm(s) and E & G buildings. Attendance by all prospective Respondents is optional.

The Pre-bid Conference will be held at the Facilities Management Building located at 25 Bedford Street, Portland, Maine followed by a tour of the campus.

Respondents planning to attend this Pre-bid Conference are required to pre-register using the Response Contact Information email address provided on the cover page of this document no later than 6:00 PM EST on July 24, 2019 with the name(s) and title(s) of the individual(s) who will attend.

#### **1.2.13 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.

#### **1.2.14 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.

#### **1.2.15 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.

#### **1.2.16 Response Validity**

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

#### **1.2.17 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.

#### **1.2.18 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).

#### **1.2.19 Response Submission**

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



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

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

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

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	50
Appendix D	Contract for Services	5
Appendix E & F	Organization, Qualifications, Experience and References	45
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

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

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.

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

## 2.3 Negotiations

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

## 2.4 Award Protest

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

[http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d)

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

### **3.0 RESPONSE FORMAT REQUIREMENTS**

#### **3.1 General Format Instructions**

##### **3.1.1 Electronic Submissions**

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

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

##### **3.1.2 Respondents Responsibility**

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

##### **3.1.3 Brief Response**

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

##### **3.1.4 Additional Attachments Prohibited**

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

material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### 3.2 Response Format Instructions

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

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

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

#### 3.2.1 Section 1 - Response Cover Page

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

#### 3.2.2 Section 2 - Cost Response

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

#### 3.2.3 Section 3 - Contract for Services

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

#### 3.2.4 Section 4 - Response to Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix E – Organization Reference Form
- 3.2.4.3 Insert Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

## Appendix A – University of Maine System Response Cover Page

### RFP #2020-009 Pest Management Services for UMF & USM

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

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

*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 #2020-009**  
**Pest Management Services for UMF & USM**

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 #2020-009 Pest Management Services for UMF & USM

#### GENERAL INSTRUCTIONS:

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

**Cost Exhibit 1: General Cost Response**

- A. Respondents shall ensure that all information required is submitted with the response. All information provided shall 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 encourage to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.
- B. Additional buildings may be added on an as needed basis and pricing shall be negotiated between the University Campus Contract Manager and Contractor.
- C. Provide an hourly rate for extermination services for all other University Buildings and for pests / rodents not covered under this Contract (Section 2) at all buildings. Contractor shall not bill for travel time to and from campus. Hourly rate shall include staff training as requested by the University.

Cost/Hour (Business Hours)

Cost/Hour (Nights, Weekends & Holidays)

Provide an hourly rate for extermination services for covered buildings (Auxiliary and E&G) if required after regular business hours, weekends or holidays:

Cost/Hour (during non-normal work hours)

- D. Provide an hourly rate for K-9 bed bug inspection services. Contractor shall not bill for travel time to and from campus.

Cost:

- E. Are you willing to be considered as a secondary contractor?

Yes \_\_\_\_\_ No \_\_\_\_\_



Respondent's Name:			USM & UMF			
#	General Cost Response	Description	Type of rate	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Extermination services for all other University Buildings and for pest rodents not covered under this contract	Business hours	Hourly rate			
		Nights, weekends and Holidays	Hourly rate			
2	Extermination services for covered buildings	During non- normal working hours	Hourly rate			
3	K-9 Bed bug inspection services		Hourly rate			
	Subtotal					
	Less Discount					
	Total					
Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.						
List explanations and assumptions here:						
	-					
	-					
	-					
	-					

Additional Buildings: Additional buildings may be added to the regular monthly and / or quarterly lists of inspections throughout the term of the Contract. The cost for additional buildings will be negotiated on an as needed basis and agreed upon by the University and Contractor prior to services being performed. Cost for logbooks are to be included.

- | Building | Monthly Rate | x12 = | Annual Rate |
|----------|--------------|-------|-------------|
|----------|--------------|-------|-------------|

Respondent's Name:				University of Maine at Farmington		
#	Auxiliary Building's name Inspections	Monthly rate	Annual Rate	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Dakin Hall					
2	Frances Allen Black Hall					
3	Lockwood Hall					
4	Mallett Hall					
5	Olson Student Center (Aux. Area)					
6	Purington Hall					
7	Scott Hall					
8	Stone Hall					
	Subtotal					
	Less Discount					
	Total					
Include additional explanation of costs and list assumptions that could influence the cost of						
List explanations and assumptions here:						
	-					
	-					
	-					
	-					

B. E&G Building Inspections: Provide a quarterly cost per building for services as specified.

**Building** **Quarterly Rate x4 =** **Annual Rate**

Respondent's Name:				University of Maine at Farmington		
#	E&G Building's name Inspections	Quarterly rate	Annual Rate	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	101 South Street					
2	104 Lake Ave					
3	114 Prescott Street					
4	125 Lincoln Street-Honors Center					
5	144 Quebec Street					
6	147 Farmington Falls Rd					
7	149 Quebec Street – Public Safety					
8	Admissions					
9	Alumni Theater					
	Brinkman House					
	Creative Writing House					
	Dearborn Gymnasium					
	Education Center					
	Emery Community Arts Center					
	Ferro Alumni Center					
	Fitness & Recreation Center					
	Franklin Academic Success Center					
	Look house					
	Mantor Library					
	Merrill Hall					
	Olsen Student Center (Multiuse, E&G area)					
	Preble Hall & Thomas Auditorium					
	Psychology					
	Ricker Addition					
	Ricker Hall					
	Roberts Learning Center& Roberts Lincoln Auditorium					
	Fusion Center					
	<b>Subtotal</b>					
	<b>Less Discount</b>					
	<b>Total</b>					
	<b>Total annual Cost for Farmington</b>					
licensing and maintenance pricing.						
List explanations and assumptions here:						
	-					
	-					
	-					
	-					

**Cost Exhibit 3: University of Southern Maine Specific**

Additional Buildings: Additional buildings may be added to the regular monthly and / or quarterly lists of inspections throughout the term of the Contract. The cost for additional buildings will be negotiated on an as needed basis and agreed upon by the University and Contractor prior to services being performed. Cost for logbooks are to be included.

A. Auxiliary Building Inspections: Provide a **monthly cost per building** for services as specified.

**Building** **Monthly Rate** **x12 =** **Annual Rate**

Respondent's Name:				University of Southern Maine		
#	Auxiliary Building's name Inspections	Monthly rate	Annual Rate	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Albert Glickman Library					
2	Woodbury Campus Center					
3	Luther/Bonney Hall					
4	USM safety/ Childcare (Residential)					
5	Anderson Hall					
6	Upton-Hasting					
7	Phillipi Hall					
8	Robie-Andrews Hall					
9	Brooks Student Center					
#	Upper Class Hall					
#	Woodward Hall					
#	Costello Field House					
#	Warren G.Hill Gym					
#	Bailey Hall					
	<b>Subtotal</b>					
	<b>Less Discount</b>					
	<b>Total</b>					
Include additional explanation of costs and list assumptions that could influence the cost of						
List explanations and assumptions here:						
	-					
	-					
	-					
	-					

B. E&G Building Inspections: Provide a quarterly cost per building for services as specified.

**Building** **Quarterly Rate x4 =** **Annual Rate**

Respondent's name				University of Southern Maine		
#	E&G Building's name Inspections	Quarterly rate	Annual Rate	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Masterton Hall					
2	Law School					
3	Science Complex					
4	Payson Smith Hall					
5	Ambrosion Center					
6	Wishcamper Center					
7	Media Studies					
8	Sullivan Complex					
9	White Houses (all 13 Houses)					
	Russel Hall					
	Corthell Hall					
	John Mitchell Center					
	Ice Arena					
	President's House					
	Art Drawing Classroom 49 University Way					
	Art Gallery 5 University Way					
	Academy Building					
	Print making studio 47 University Way					
	McLellan House 140 School St					
	7 College Ave					
	19 College Ave					
	51 College Ave					
	62 School St. SMART					
	134 School St. ROTC					
	Facilities Management 30 University Way Ext.					
	<b>Subtotal</b>					
	<b>Less Discount</b>					
	<b>Total</b>					
licensing and maintenance pricing.						
List explanations and assumptions here:						
	-					
	-					
	-					
	-					

- C. Provide a Monthly cost for **Albert Glickman Library K9** inspection and treatment for bed bugs
- D. Provide a monthly cost for 2X annual K9 inspection for all dorms (550 rooms)
- E. Provide a flat rate for crack and crevice treatment for bed bugs per room
- F. Provide “a la cart” pricing for alternate recommended services with proven effectiveness for all pests, rodents or other

Respondent's Name:				University of Southern Maine		
#	Auxiliary Building's name Inspections	Type of Rate	Prices	Year 1 Cost	Year 2 Cost	Year 3 Cost
	Albert Glickman Library K9 inspection and treatment for bed bugs	Monthly rate				
1	2 X Annual K9 for all dorms (550 rooms)	Monthly rate				
2	Crack and crevice Treatment for bed bugs per room	Flat rate				
3	Alternate Recommended services for all pests, rodents or other	" A la Cart"				
	Subtotal					
	Less Discount					
	Total					
	Total Annual Cost For USM					
pricing.						
List explanations and assumptions here:						
-						
-						
-						
-						

## Appendix D – Contract for Services

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES MASTER AGREEMENT

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

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

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

**Rider A-1** – Pricing

**Rider B** – Insurance Requirements

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

**Rider D** – Services Engagement Form

**Contract Amendments** as required

**Request for Proposal #2020-009** Issue Date 07/19/2019 Titled **Pest Management Services for UMF and USM**

**Contractor's Bid in Response to Request for Proposal #2020-009** Proposal Submission Date Titled **Pest Management Services for USM and UMF**

**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 ..... and shall terminate on....., unless terminated earlier as provided in this Contract with option for **three (3) additional one (1) year renewals** upon the parties' 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. **"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 **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:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.



12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

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

Attn: **Contract Administration**

**To Contractor:**

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

Email:

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

University of Maine System  
Accounts Payable  
PO Box 533  
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)

Fax: [207-581-2698](tel:207-581-2698)

Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B** – Insurance Requirements
- E. **Rider C** – University of Maine System Standards for Safeguarding Information
- F. **Rider D** – Services Engagement Form
- G. **Request for Proposal #2020-009** Issue Date **July 19<sup>th</sup> 2019** Titled **Pest Management Services for UMF and USM**
- H. **Contractor's Bid in Response to Request for Proposal #2020-009** Proposal Submission Date **August 26<sup>th</sup> 2019** Titled **Pest Management Services for UMF and USM**

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

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

**27. Smoking Policy**

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

**Signatures**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE CONTRACTOR:

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and if it is not approved, valid or effective until such written approval is granted."

Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Procurement Officer or designee

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Financial/Business Officer or designee

Date: \_\_\_\_\_

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

### INTENT AND PURPOSE

Pest Management Services

### PRODUCT SCOPE OF WORK:

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

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the 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. **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.
3. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider F – Contractor's Service Level Agreement to Support the University***, of this Agreement.
4. **Parking Regulations and Use of Walkways:** The Contractor's vehicles and those of their employees working on the University must be registered with the University Police Department. Unregistered vehicles on the University are subject to a parking violation ticket and/or towing. Contractors are advised that University police strictly enforce parking regulations. Towing will be at the Contractor's expense. The Contractor's employees may obtain a free parking permit (state vehicle registration required) upon signing in from the University Facilities Management Department.
5. **Job Site Safety:** All Contractors, subcontractors, and their employees providing a service to the University must comply with each location's 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 ensure 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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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 associated with re-keying designated locations. Additional requirements may be added by the Department of Facilities Management.
11. **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.
12. **Identification:** Contractors are required to contract each University Department of Facilities Management to determine identification requirements prior to work.
13. **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.

14. **Service Requirements:** Inspections and testing are to be pre-scheduled, in advance, with the Department of Facilities Management. The exact days and times shall be determined by the University Department of Facilities Management.
15. **Alternate Contractor:** The University reserves the right to secure services from another provider and bill the Contractor for costs exceeding the contracted rates if the Contractor cannot meet emergency response time requirements.

**RIDER A-1  
PRICING**

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



## RIDER B INSURANCE REQUIREMENTS

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

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

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  
65 Texas Ave 3rd Floor Lewiston Hall  
Bangor, ME 04401**

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 – Organization Reference Form

**Respondent's Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

## Appendix F – 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. The University expects 24/emergency contact information; please describe your proposed escalation path for emergencies. In addition, identify the account manager(s) and technicians who would be assigned to each respective campus.
3. Provide proof of all Federal and/or State of Maine licensing and/or certification. Contractor's firm and all Contractor's employees and subcontractors who may provide services under this RFP must be licensed and certified by the Maine Department of Agriculture Board of Pesticide Control to apply pesticides.
4. Provide a statement describing your company's emergency response time. Indicate lead time (in hours) in order to provide one (1) experienced employee onsite.
5. Provide your company's Workers Compensation Experience Modification Rate (EMR) for the past three (3) years.
6. Provide list of any pests and/or rodents and/or small animals excluded from your services.
7. Provide information regarding your company's approach to pest control using Integrated Pest Management (IPM). Include detailed information that will assist the University in understanding how you would apply IPM in the execution of this Contract. Provide examples of how and where you have been successful in implementing IPM at other institutions similar to the University.
8. Provide information on the program and methods used to identify including the use of canine(s), control and eradicate bed bugs. Provide copy of canine certification for pest detection. Provide a detailed breakdown of costs for each component of the program including rates for services provided during business hours and after hours, nights and weekends. Services for bed bug management may be awarded as a separate contract.
9. 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.
10. Provide a statement that notes your acceptance to the conditions stated in Section 1.2 and Appendix A of the RFP regarding the University of Maine System, Contract for Services or note your non-acceptance to the stated conditions. For full acceptance please include a statement here to the effect as part of your response. For partial acceptance please provide the clause number and name for the

exceptions and note your understanding that finalists will be required to provide marked up language acceptance as part of your response for full evaluation of this requirement, lack of providing the required response will result in a zero (0) score for the Contract for Services evaluation criteria in Section 2.1.1.