



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

University of Maine System Parking Services
RFP #2021-046

Issued Date: June 1, 2021

Response Deadline Date/Time: June 8, 2021, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: UMS Parking Services - RFP#2021-046

Response Contact Information:

Strategic Sourcing Manager (SSM): Robin Cyr
Email: UMSResponses@maine.edu and robin.cyr@maine.edu
Phone: (207) 649-0111

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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 Purpose

The University of Maine System (UMS) is seeking proposals for parking services owned and/or managed for both surface and garage parking within reasonable walking distance to 300 Fore Street, Portland, Maine.

Respondents to this RFP may choose to propose garage or surface parking pass solutions; alternatively, respondents may propose both garage or surface parking solutions. The Respondent must declare that intent of submitting one or both solutions in their cover letter and must ensure that the required materials outlined in this document, including separate costs for each solution, are submitted according to the guidelines.

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.

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. Specifics on the University's intent for award(s) is reflected in RFP Section 2.2.

1.1.3 Specifications / Scope of Work

Specific requirements are specified for each solution.

- 1) Parking must be available within reasonable walking distance to 300 Fore Street, Portland, Maine.
- 2) Resulting Agreement terms and conditions, due to the University's 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 Agree to automatic renewals for term(s) greater than month-to-month;
- j. Include Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-Based form) including bodily injury and property damage in the amount of \$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 an Additional Insured on the Commercial General Liability Insurance. Certificates of Insurance for all of the above insurance shall be filed with: University of Maine System, Risk Manager, Robinson Hall, 46 University Drive, Augusta, Maine 04330.

1.2 General Information

1.2.1 Communication with the University

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

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

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

1.2.2 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.

1.2.3 Costs of Preparation

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

1.2.4 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.

1.2.5 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.

1.2.6 Pricing

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

1.2.7 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.

1.2.8 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary

addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Proposal Submission	June 8, 2021 11:59 pm EST
Section 2.2	Award Announcement (subject to change)	June 14, 2021
	Estimated Agreement Start Date (subject to change)	July 1, 2021

1.3.2 Eligibility to Submit Responses

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

1.3.3 Debarment

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

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

1.3.4 Response Understanding

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

1.3.5 Response Validity

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

1.3.6 Non-Response Submission

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

1.3.7 Respondents' Presentations

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

1.3.8 Response Submission

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

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

Since it is the University's intention to allow Respondents to propose to one or both solutions (Respondent owned and/or managed Garage and Surface parking options), the University will evaluate both solutions separately based on a 100 point scale each, which will measure the degree to which each response meets the following criteria:

Garage Parking Solution

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	50
RFP Section 1.3.1	Agreement	10
Appendix D&E	Organization, Qualifications, Experience and References	10
Appendix F	Pass Sharing Options	15
Appendix G	Parking Security	15
	Total Points	100

Surface Parking Solution

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	50
RFP Section 1.3.1	Agreement	10
Appendix D & E	Organization, Qualifications, Experience and References	25
Appendix F	Pass Sharing Options	15
Appendix G	Parking Security	15
	Total Points	100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

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

The scoring formula is:

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

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 Agreement (Appendix D & E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on Respondent's Agreement compliance with RFP Section 1.3.1 requirements 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.

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.

2.1.2.4 Pass Sharing Options

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

2.1.2.5 Parking Security

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

2.2 Award

The University reserves the right to award Agreement(s) to one or multiple Respondents, for surface and garage parking options owned and/or managed by the Respondent, if such award is in the best interest of the University. The University also reserves the right to award only one solution if such an action 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 bid/proposal/submission, in whole or in part, and is not necessarily bound to accept the lowest cost response if that bid/proposal/submission 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 General Services Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

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

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of

that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 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.

3.1.1 Submission

A SIGNED copy of this submission document must be submitted to the Office of Strategic Procurement as follows:

- 3.1.1.1 Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
- 3.1.1.2 Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
- 3.1.1.3 Submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
- 3.1.1.4 Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.
- 3.1.1.5 Respondent may attach company bid to their submission as supporting information. Respondent is required to complete **Appendix C**.
- 3.1.1.6 Answers to evaluation questions in **Appendix D, E and F**.

The SUBMISSION FORM PACKAGE provided will be used by the Respondent to satisfy the Submission requirement. Respondent will include Appendix D at time of submission, as well.

Appendix A – University of Maine System Response Cover Page

RFP # 2021-046 UMS Parking Services

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

IMPORTANT - Respondent is required to place an 'X' to indicate which solutions are offered as an solution in this response:

_____ **Garage Parking (owned and/or managed by the Respondent)**

_____ **Surface Parking (owned and/or managed by the Respondent)**

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 1.1.3** 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 1.1.3** 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 # 2021-046 UMS Parking Services

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System COST EVALUATION

RFP # 2021-046 UMS Parking Services

GENERAL INSTRUCTIONS:

Provide rate schedule for the high-level deliverables defined RFP Section 1.1.4 Scope of Work.

Parking Location – Please note the parking location address. If your submission includes more than one please keep pricing separate per location.

One Time Charges – Any one-time charges associated with the parking pass, i.e. charge for pass.

Rate Per Pass (Monthly) - Monthly rate per pass that will be invoiced by Parking Pass Quantity.

Monthly Cost Estimate – Calculation of the (Parking Pass Quantity x Rate Per Pass Monthly = Monthly Cost Estimate)

Rate Per Pass (Yearly) – Yearly rate per pass that will be invoiced by Parking Pass Quantity.

Yearly Cost Estimate – Calculation of the (Parking Pass Quantity x Rate Per Pass Yearly = Yearly Cost Estimate)

Parking Location:						
Garage Parking Options	Parking Pass Quantity	One Time Charges	Rate Per Pass (Monthly)	Monthly Cost Estimate (Parking Pass Qty x Rate Per Pass)	Rate Per Pass (Yearly)	Yearly Cost Estimate (Parking Pass Qty x Rate Per Pass)
One Time Charges						
Visitor Parking						
Visitor Parking - Hourly Rates						
Visitor Parking – 24 Hour Rates						
Non-Tiered Rate – Parking Pass						
Parking Pass (Monthly)	1+					
Parking Pass (Yearly)	1+					
Tiered Rate Parking Passes						
Parking Pass (Monthly)	30					
	50					
	100					
	125					
	150					
	200					
	250					
	300					
	350					
	400+					

Parking Location:						
Garage Parking Options	Parking Pass Quantity	One Time Charges	Rate Per Pass (Monthly)	Monthly Cost Estimate (Parking Pass Qty x Rate Per Pass)	Rate Per Pass (Yearly)	Yearly Cost Estimate (Parking Pass Qty x Rate Per Pass)
One Time Charges						
Visitor Parking						
Visitor Parking - Hourly Rates						
Visitor Parking – 24 Hour Rates						
Non-Tiered Rate – Parking Pass						
Parking Pass (Monthly)	1+					
Parking Pass (Yearly)	1+					
Tiered Rate Parking Passes						
Parking Pass (Monthly)	30					
	50					
	100					
	125					
	150					
	200					
	250					
	300					
	350					
	400+					

Appendix D – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

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

Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution.
2. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

Appendix E – Evaluation Question(s) – Pass Sharing Options

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents will use this Appendix to detail any Pass Sharing Options

Appendix F – Evaluation Question(s) – Parking Security

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents will use this Appendix to detail any parking security offered, including but not limited to, lighting, pass verification, security cameras, physical presence.