

REQUEST FOR PROPOSALS
ON-CALL SERVICES FOR FACILITIES MANAGEMENT
RFP #2022-059

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REQUEST FOR PROPOSALS (RFP 2022-059)
ON-CALL SERVICES FOR FACILITIES MANAGEMENT

April 27, 2022

1.0 GENERAL INFORMATION

- 1.1 Definitions. The University of Maine will hereinafter be referred to as the “University.” Respondents to the Request for Proposals (RFP) shall be referred to as “Respondent” or “Respondent(s).”

The Respondent to whom the contract is awarded shall be referred to as the “Contractor.” Further Contractor shall be understood to include all employees of the Contractor assigned to perform work under the Contract.

The University of Maine System and other components of the University shall be referred to as “Multi-Institutional.”

- 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 (UMaine); 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).

- 1.3 Purpose. The University of Maine System, acting through the University of Maine, University of Maine at Augusta, University of Maine at Farmington, University of Maine at Fort Kent, University of Maine at Machias, University of Maine at Presque Isle, and University of Southern Maine is seeking proposals to provide labor, equipment and materials pricing for services listed in Article 1.4, which may include construction, for projects less than \$50,000.00. This RFP provides instructions for submitting proposals, the specifications of the work, the procedure and criteria by which Respondents may be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review 1.4 Scope of Work of this RFP to see the full Scope of Services/Products required for the service being requested.

It is the University’s intent to establish open contracts with Respondents who have the specified experience, qualifications, staff, training, and equipment necessary to perform the work. A single Respondent may receive awards for one or more of the areas listed. However only one contract is expected to be awarded for each of the areas listed.

A Contract award is not a guarantee of work. Contracts shall cover the actual needs of the University as determined by the Office of Facilities Management.

- 1.4 Scope of Work. The University is seeking proposals for services in the areas listed below. Work will be on an as-called basis. The shop manager or designee responsible for overseeing the service will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by the Contract. Services are normally scheduled during regular business hours but may be needed on an emergency basis after hours and on weekends and holidays. Upon request, Contractors may be required to provide materials to perform the work.

ACOUSTIC CEILINGS REPAIR & INSTALLATION SERVICES

- 1.4.1 **Acoustic Ceiling Repair & Installation.** Contractor shall remove and properly dispose of any existing tiles, grid or materials that would prevent proper installation of new acoustical ceiling or panels.
- .1 Experience: Contractor shall have a minimum of three (3) years' experience in the removal, repair and installation of acoustic ceilings and panels.
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .3 Contractor must be able to provide, at no charge, all tools and equipment including, but not limited to, protective equipment, power and hand tools and related accessories, ladders, staging, appropriate motor vehicle(s) and safety equipment and signage. In most cases the University will provide materials, however the University may require the Contractor to provide materials. When materials are provided by the Contractor the University will be billed on a firm cost plus fixed markup. The University's Department of Facilities Management will determine when scheduling the work project if materials will be provided by the University or Contractor. The Contractor is required to pick up all materials and supplies at the designated location determined by the University's Department of Facilities Management for materials provided by the University.

ARBORIST/TREE TRIMMING SERVICES

- 1.4.2 **Arborist Services.** Contractor shall provide arborist, tree trimming and grinding services for the University's main campus, as well as for its satellite locations as needed.
- .1 Certification: Contractor shall have at least one employee who holds an ISA (International Society of Arboriculture) Certification and is licensed by the state of Maine as a First Class Arborist. Contractor shall ensure that certifications are maintained throughout the Contract period. All work shall be performed or supervised by a certified arborist.
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .3 Aerial Lift: Contractor is required to provide an aerial lift with a minimum reach (working height) of 50 feet when necessary and requested by Facilities Management. The University may require that work under this contract be performed by a trained climber without the use of an aerial lift.
 - .4 Vehicles and Equipment: Vehicles and equipment used to perform tree services (e.g. aerial lift, wood chipper, support vehicles) will, to the extent possible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or tree root zones, Contractor shall use ground protection equipment to prevent soil compaction and turf damage.
 - .5 Disinfectant/Tree Wound Paint: When appropriate, Contractor will use disinfectant on tree cutting equipment to prevent the spread of pathogens. In accordance with appropriate arboricultural practices, tree wound paint, specially formulated for this application, shall be used to protect trees from spread of pathogens.

- .6 Tree Support Systems: When requested, Contractor shall install tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.
- .7 Waste Removal: All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by Contractor the same day it is produced, unless specific alternate arrangements are made with the authorized Facilities Management designee. Contractor shall not leave debris in University dumpsters or in any non-Contractor owned dumpster. Contractor shall not incinerate debris, and/or dump waste by or on streets or roads.
- .8 Stump grinding shall be performed by Contractor. However, the University will be responsible for removal of wood chips debris and filling the hole created by the stump removal.
- .9 Tree Waste as Firewood: Tree waste appropriate for use as firewood generated by this contract may be deposited at the designated firewood distribution site on campus. Wood sections left at this site must be in lengths no greater than four feet and weigh no more than 75 pounds. Wood infected with pathogens shall be disposed of off-campus in a manner that will not result in the survival of the disease pathogen.
- .10 Hazardous Waste: Contractor must contact Facilities Management for proper hazardous waste disposal policies.

ASPHALT PAINT SERVICES

1.4.3 **Asphalt Paint Services.** Contractor shall provide asphalt painting services for paved surfaces as requested in accordance with all applicable state, local and federal guidelines.

- .1 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
- .2 Services shall be based on a per linear foot cost for roadway striping, per 20 parking stalls and hourly rates for small jobs, and fixed markup for materials. Labor shall be based on a standard hourly rate. Pricing shall be all inclusive and firm for the first year of the contract.
- .3 Services shall include, but not be limited to, directional arrows, pedestrian symbols, slow signs, yield signs, handicap symbols, stop bars, crosswalk blocks, pavement line marking, road striping, and parking stall lines.

ASPHALT PAVING MAINTENANCE

1.4.4 **Asphalt Paving Maintenance**

- .1 Contractor shall be qualified to provide hot mixed asphalt (HMA) paving services at various locations throughout the University and its satellite locations. Contractor shall be qualified to perform work including, but not limited to, pavement milling, reclaiming, full depth paving, pavement surface shim and overlays with tack coat, hand paving, crack repair and sealing, and bituminous curbing.
- .2 The Work consists of, but is not limited to, placing pavement on campus roads, parking lots and sidewalks. Locations to be paved will be selected based on available funds and approval by Facilities Management.
- .3 Contractor shall perform all work using Contractor's own employees. Contractor shall not sub-contract work under the Contract to independent workers or to a sub-contractor or sub-contractors.
- .4 All work shall be scheduled and completed within seven (7) calendar days of Facilities Management notification. No schedule changes shall occur without prior Facilities Management approval.

Products

- .1 Materials: Materials for hot bitumen pavement shall conform to the requirements of MDOT Standard Specifications, "Hot Bituminous Pavement", with the exceptions of Paragraphs 108.41 403.04 and 403.05. Type of pavement course shall be as follows:

Road Binder Course	19.0 mm mix
Road Surface Course	12.5 mm mix
	9.5 mm mix
Overlay Course	12.5 mm mix
	9.5 mm mix
Shim Course	12.5 mm mix
	9.5 mm mix
Sidewalk Course	12.5 mm mix
Curbs	9.5 mm mix

- .2 Type and content of bitumen shall be established in the accepted job-mix formulas.
- .3 Submittals: The Contractor shall submit for approval a job-mix formula for each mixture to be supplied in accordance with MDOT Standard Specifications, Section 401, "Hot Mix Asphalt Pavement," modified to be in conformance with locally accepted MDOT practices.

Execution

- .1 Paving: Construction requirements for mixing, placing and compacting hot bituminous concrete pavement shall be as specified in MDOT Standard Specifications, November 2014 Edition, modified March 30, 2016, Section 400, "Pavements", Subsection 401 to 419, inclusive. All constructions methods, equipment and materials are subject to the approval of the Engineer.
- .2 Pavement will be installed at various locations on individual University campus', per the pricing provided in the selected bids. The Department of Facilities Management will establish specific needs per project including scope, type, and depths of pavement.
- .3 For payment purposes, pavement shall be classified as:
 - a. Machine Placed: 19mm, 12.5mm, and 9.5 mm hot mix pavement, for roadways as new or replacement pavement or overlay. New or replacement pavement shall be placed in lifts to an average thickness of 1" to 1 1/2" for 9.5 mm, and 1 1/2" to 2" for 12.5 mm and 19 mm. Overlay shall be placed to an average thickness of 1 to 1 3/4" for 9.5 mm and 1 1/2" to 1 3/4" for 12.5 mm except where more of less thickness is required to maintain an even cross section. Maximum overlay thickness shall be 2".
 - b. Hand Placed: 12.5 mm and 9.5 mm hot mix pavement, for sidewalks as new or replacement pavement or overlay. New or replacement pavement shall be placed in lifts to an average thickness of 1" to 1 1/2" for 9.5 mm, and 1 1/2" to 2" for 12.5 mm. For a sidewalk pavement without binder, 2" of 9.5 mm shall be used. Overlay shall be placed to an average thickness of 1 to 1 1/4" for 9.5 mm and 1 1/2" to 1 3/4" for 12.5 mm except where more of less thickness is required to maintain an even cross section. Maximum overlay thickness shall be 2".
 - c. Shim: 9.5 mm hot mix pavement, to be applied to correct inconsistent or variable grades prior to overlay placement.
 - d. Bituminous curb: machine placed, installed to provide a neat, smooth appearance.
- .4 Associated tasks to support pavement may include installation of aggregate, reclaim, loam and seed, and crack repair and sealing.
- .5 Contractor shall perform all work using Contractor's own employees. Contractor shall not sub-contract work under this Contract to independent workers or to a sub-contractor or sub-contractors.

CARPENTRY

- 1.4.5 **Carpentry Services** . Services shall be required for carpentry repair, replacement and minor remodeling.
- .1 Experience: Contractor's employees providing service must possess previous experience performing carpentry work, with five (5) years of experience preferred.
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .3 Contractor shall provide, at no additional cost, five (5) sets of scaffolding per project as needed. Any staging/scaffolding required over this allowance shall be charged to the University at agreed-upon rates.
 - .4 Tools and Materials: Contractor shall provide all necessary protective equipment, power and hand tools and related accessories, ladders, staging, scaffolding, appropriate motor vehicle(s), and safety equipment and signage for requested work. The University may provide materials for specific work which will be determined prior to work commencing. Contractor shall be required to remove and properly dispose of any demolition or non-usable materials. Contractor shall arrange for disposal of materials and invoice the University at cost for all disposal fees.
 - .5 Rentals: Contractor will, when appropriate and agreed to prior to work commencing, secure equipment rentals and invoice the University at cost plus fixed markup for equipment rental.

CARPET, FLOORING, LINOLEUM AND VINYL COMPOSITION TILE (VCT) INSTALLATION SERVICES

- 1.4.6 **Carpet, Linoleum and Vinyl Composition Tile (VCT) Installation Services (Trade D)**. Contractor shall provide all labor, tools and related services required for new installation of flooring, carpet and vinyl composition tile (VCT), as well as removal of existing flooring and replacement. Surfaces covered include carpeting, ceramic tile, cove base, rubber flooring, stair treads, and VCT. The University will supply all carpet, tile and cove base required for installation.
- .1 Experience: Contractor shall have a minimum of three (3) years' experience in the removal, repair and installation of flooring, carpet and vinyl composition tile (VCT).
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .3 Contractor shall be required to provide services weekdays, nights and weekends. Emergency services may be required within 24 hours.
 - .4 Contractor shall carefully field measure and check all areas designated to receive carpeting, VCT and vinyl base. Requests for additional compensation will not be approved for measurement or take-off errors by Contractor.
 - .5 Installation requirements:
 - a. Comply with the manufacturer's instructions and recommendations for uniformity of direction of carpet for carpet installation.
 - b. Install flooring under open-bottom obstructions and under removal flanges and furnishings, into alcoves and closets of each space.
 - c. Run flooring under open-bottom items such as heating convectors and install tight against wall, columns and cabinets so the entire floor area is covered with flooring material. Install edging guard at all openings and doors wherever flooring terminates, unless indicated otherwise. Prior to installation, Contractor shall notify the Facilities Maintenance Manager or designee about all other obstructions which may occur.
 - d. Cutting shall be done in accordance with the manufacturer's recommendations, using the tools designed for the flooring being installed. Scraps shall be retained or disposed of per Facilities Management requirements.
 - e. Edges shall be butted together with the proper pressure to produce the tightest joint possible without distortion.

- f. All carpet shall be installed with pile-lay in the same direction except when directed to use a quarter-turned method.
 - g. Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of 4'-0" of feather.
 - h. Contractor shall not bridge building expansion joints with continuous carpeting.
 - i. Metal-nosing strips shall be used as required. No substitutions. Installation of metal-nosing strips on concrete or stone surfaces shall be by drilling, inserting plastic plugs and using non-corrosive drive screws. All screws shall have shallow head profile.
- .6 Conditions:
- a. Carpet and VCT.
 - i. All surfaces to receive carpet and VCT shall be completely clean and dry, and in a condition satisfactory to Contractor. Contractor shall notify the Facilities Maintenance Manager or designee of any conditions which will prevent Contractor from producing satisfactory work.
 - ii. Carpet and VCT shall be adhered direct to existing floor surfaces in accordance with manufacturer's printed instructions.
 - b. Vinyl Base.
 - i. Vinyl base shall be adhered direct to designated surfaces after flooring is installed in accordance with manufacturer's printed instructions.
- .7 Surface Preparation:
- a. Carpet and VCT.
 - i. Contractor shall prepare existing floors to receive carpet or VCT. Prior to filling, the floor must be swept clean of all loose debris. After filling, allow filler to dry. Damp mop floor and allow to dry. Vacuum after mopping to ensure all debris is removed for a proper substrate to install flooring. All cracks, holes, unevenness, and rough areas will be leveled and smoothed with material that complies with carpet or VCT manufacturer's recommendations to ensure warranty terms.
 - ii. All high spots or ridges that exist shall be flattened by grinding, sanding or filling.
 - iii. Once Contractor commences installation work, it shall be assumed the condition of the floor has been accepted and any repairs or further corrections in the floor surface shall become the responsibility of Contractor.
 - b. Vinyl Base.
 - i. Designated surfaces to receive vinyl base shall be structurally sound, smooth, dry and clean, free of dirt, dust, oil, wax, or other foreign matter which would interfere with a good bond.
 - ii. Painted surfaces to receive vinyl base shall be thoroughly dry and cured.
 - iii. Contractor shall roughen shiny surfaces such as glossy paint that may cause adverse bonding.
 - iv. Back of vinyl base shall be free of mold release agents or other contaminants that could interfere with proper adhesion.
- .8 Installation:
- a. Carpet and VCT.
 - i. Layout and plan the area to be carpeted or tiled by preparing a seaming plan to be approved by the Facilities Maintenance Manager or designee prior to work commencing. Seaming plan shall reflect minimum amount of seams possible under guidelines of these specifications.
 - ii. Check the plan against the available roll lengths and dye-lot numbers to ensure all rolls are of the same dye-lot. Using more than one dye-lot in the same room or open area is not permitted.
 - iii. Plan seam locations so that no perpendicular seams occur at door openings.
 - iv. Seams shall run with flow of traffic as best as possible. Exceptions may be where floor to ceiling windows would highlight seams from the sides.
 - b. Carpet Tiles.
 - i. Install carpet according to carpet manufacturer's printed instructions.
 - ii. Apply adhesive as per instructions in the area to be carpeted.

- iii. In open perimeter designs, use a fixed reducer strip to secure the tile area.
 - c. Vinyl Base.
 - i. Plan seam locations so that no seams end on outside corners.
 - ii. All vinyl base shall be “cove-cut” on inside corners.
 - iii. Check each carton of base for dye-lot numbers to ensure there is no mixing of dye-lots during installation.
- .9 Adhesives application: For all carpet, VCT and vinyl base, adhesives shall be compatible with product being installed. Contractor shall follow manufacturer’s recommendations to apply as directed for proper adhesion and to ensure compliance with warranty terms and conditions.
- .10 Clean-up: Immediately after completing installation:
 - a. Remove visible adhesive, seam sealer and other surface blemishes using cleaner recommended by manufacturer.
 - b. Remove protruding yarns from carpet surface.
 - c. Remove all debris and carpet remnants less than one yard from job site and dispose of properly. Carpet remnants in excess of one yard shall be returned to the Facilities Maintenance Manager or designee.
- .11 Materials: Unless otherwise requested for each project, the University’s Facilities Management department shall provide all adhesives, coving, flooring materials, padding, and finish grout. Contractor is responsible for delivering all flooring and adhesives from the Facilities Management staging area to the installation site. Contractor shall provide materials when requested by the University’s Facilities Management department at a fixed markup cost.

ELECTRICAL SERVICES

- 1.4.7 **Electrical Services.** Services shall be required for working on electrical components up to 600 volts that include, but are not limited to, step down transformers, service entrance panels, sub panels, fuses, breakers/control circuits, and related wiring, lighting, ballast, outlets/receptacles, working with conduit, PVC, and related piping, digital controls, electric/pneumatic controls, and actuators, and generator related switch gear. Trouble shooting, repairing and/or replacing electric motors and speed drives may also be required.
- .1 Licenses: Contractor shall have the following required licenses:
 - a. Electrical Company – state of Maine Master Electrician license.
 - b. On-Site Supervisor – state of Maine Master Electrician license and a minimum of three (3) years’ experience as a Master Electrician.
 - .2 Experience: Contractor’s employees providing service must possess previous experience and appropriate licensing (Journeyman or higher), with three–five (3-5) years of experience preferred.
 - .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor’s own workforce.
 - .4 High Voltage: Contractor shall indicate in the response its capacity to perform electrical work for components over 600 volts that include, but are not limited to, transformers, electrical vaults, related switch gear, overhead and underground distribution lines, and generator switch gear.

FIRE ALARM INSTALLATION, PROGRAMMING & REPAIR SERVICES

- 1.4.8 **Fire Alarm Installation, Programming & Repair Services.**
- .1 Certifications: IMSA Niesart certification is required which may be either a company certification or an individual certification. If an individual certification is used, the individual certified must be the person providing service under the Contract. NRPA certification is also required. Bidders must indicate certifications as part of the response to the RFB.

- .2 Experience: Contractor's employees providing service must have five (5) years of institutional or higher education technical experience which includes systems for classroom buildings, laboratories, dormitories, dining commons, athletic facilities, libraries, archival buildings or units, and police facilities. Bidders must also have experience with a variety of systems, including but not limited to, Edwards, Gamewell-FCI, E3, Notifier, and Digitize. Experience with Symplex-Grinnel is also desirable. Indicate in submission experience servicing, programming and installation the above systems. A separate Contract may be awarded for work on Symplex-Grinnel systems.
- .3 Fire Watch: Contractor shall be responsible for providing fire watch as necessary.
- .4 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to emergency and routine requests. Indicate in the response the number of employees in the Contractor's own workforce and how the Contractor intends to meet the response requirement.
- .5 Response time: Contractor shall be required to respond and be on site within six (6) hours of contact for emergency requests with a preference given for a two (2) hour response time.

HVAC/REFRIGERATION SERVICES

- 1.4.9 **HVAC/Refrigeration Services** Services shall be to provide maintenance, repair and general upkeep of HVAC and refrigeration systems for Facilities Management.
- .1 Contractor and Contractor employees shall have and are required to provide copies of the appropriate state of Maine license(s) and/or certificates for work to be performed on HVAC and refrigeration units.
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .3 Contractor shall possess the ability to perform services to include, but not be limited to, skilled work installing and maintaining new and existing air conditioners, chillers, split AC systems, Univents, refrigeration units, fans, and related controls, piping, pumps, screens, filters, valves, and circuit setters. Contractor shall have the ability to repair or replace black iron piping and fittings, copper piping and fittings, pexs, shark bite, or other poly products.
 - .4 Contractor shall possess the ability to repair or replace pneumatic, electro-pneumatic, or DDC controls and actuators. Contractor shall be able to solder, braze, cut, and thread piping. Contractor shall have a basic understanding of Building Automation Systems, and how different control functions affect various building systems.
 - .5 Contractor shall have the ability and all necessary equipment to perform testing and inspections in accordance with current state of Maine codes, rules and regulations.
 - .6 Contractor shall provide sufficient supervision, staff, equipment and materials to address at least three (3) responses simultaneously for Contracts awarded as an enterprise contract.

MASONRY & CONCRETE SERVICES

- 1.4.10 **Masonry & Concrete Services (Trade I).** Masonry and concrete services shall include, but not be limited to, residential and commercial masonry construction, restoration, preservation, and repair services, as well as construction of poured concrete, both reinforced and unreinforced, for slabs, stairs, walls, foundations, etc.

- .1 Contractor shall be certified and/or licensed to perform commercial and residential masonry and concrete services.
- .2 Contractor shall have a minimum of five (5) years of professional masonry contracting experience with brick, stone, block, and concrete.
- .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.

MECHANICAL SERVICES – GAS & OIL BOILER, COMMERCIAL & RESIDENTIAL

1.4.11 **Mechanical Services – Gas & Oil Boiler, Commercial & Residential.** Contractors shall be able to work on commercial grade gas, oil and dual fuel boilers and on residential grade gas, oil and dual fuel boilers.

- .1 Contractor shall have the ability to perform the services that include, but are not limited to, leak test of system(s), test and check controls, check, clean and/or replace thermocouples and pilot orifice, clean and adjust ignition system, lubricate motors and bearing assemblies, visual wiring inspection where possible, test and check clock thermostats, hot water distribution systems, test fire equipment for proper operation, and perform a combustion efficiency test for maximum performance for commercial grade gas and oil boiler systems and for residential grade gas and oil boiler systems.
- .2 Contractor and employees shall have appropriate State of Maine licenses for work to be performed.
- .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.

PAINTING SERVICES, INTERIOR & EXTERIOR

1.4.12 **Painting Services, Interior & Exterior.** Work will include both interior and exterior work in buildings that may be occupied. Contractor shall provide tools, equipment and installation services to access and prepare surfaces, up to and including, taping, mudding and finish sanding sheetrock surfaces, and applying primer, finish paints and caulking, as each project specifies. The University shall provide all primers, paints, thinners, joint compounds, and caulking.

- .1 To be qualified to submit a proposal, Respondents must be an RRP-certified firm with a Certified Renovator (CR) who will act as the on-site responsible party.
- .2 For areas where lead is found to be present, Contractor must comply with OSHA 1926.62.
- .3 For the Contract the University shall be responsible for disposal of the lead-based paint waste. Contractor shall be responsible for packaging the lead-based paint waste for disposal.
- .4 **THIS FACILITY IS NOT CLASSIFIED AS RESIDENTIAL.**
- .5 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.

PLUMBING SERVICES

1.4.13 **Plumbing Services.** Services shall include, but not be limited to, installation, repair, testing, maintenance, and regulatory compliance work of the plumbing equipment and fixtures, internal plumbing systems of buildings, and the campus plumbing infrastructure on an as needed basis. Services may include specialty piping work, such as heat fused piping.

- .1 Contractors shall have the following required licenses:
 - a. Plumbing Company – state of Maine Master Plumber's License.

- b. On-Site Work Supervisor – state of Maine Master Plumber License and a minimum of three (3) years’ experience.
- .2 Contractor shall have the skills and ability to work on, but not be limited to, sewer drain lines, lead cast, PVC, CPVC, ABS, DWV, black iron, threading machines, and fittings, CPVC or welded piping and machines. The ability to work on laboratory fixtures, sinks, drain and piping, acid waste drain piping, and acid waste discharge systems. The ability to work on sewer effluent, and ejection pumps, and systems. Supply piping lines, valves, copper, black iron, brass plastics, PVC, CPVC, PEXS, and poly shark bite. Plumbing fixtures, residential, commercial, and commercial grade kitchen equipment fixtures. Toilets, flushometers, urinals, faucets, spigots, appliance connections. Commercial and residential grade, shower valves, heads, drains and related piping. Circuit setters, circulation, and sump pumps, screens, filters, hot water tanks, relief valves, expansion tanks, and systems. The ability to work on feed water piping and systems for boilers, heat exchangers, and storage tanks. Life safety equipment, shower trees, eye wash stations, anti-scald devices. Vendor shall have the ability to braze, and solder. Vendor shall have the ability to utilize drain openers, augers, snakes and the necessary tools to complete plumbing related tasks.
- .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor’s own workforce.

ROOF REPAIR & MAINTENANCE SERVICES

1.4.14 Roof Repair & Maintenance Services.

- .1 Contractor shall be required for emergency and routine work to include, but not be limited to, slate, thermoset, thermoplastic, and modified bitumen membrane product lines. Contractor must have all required licenses and/or certifications to work on all three (3) products, as well as asphalt roofing products.
- .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor’s own workforce.
- .3 Contractor shall provide all materials, tools, equipment (including personal protective equipment, power and hand tools and related accessories, staging, scaffolding, motor vehicles, safety equipment, and signage), and installation services to access and repair and/or replace roofing systems, and provide preventive maintenance as specified.
- .4 Contractor shall provide, at no additional charge, 15 lifts of staging/scaffolding per project as needed. Any staging/scaffolding required over this allowance shall be charged to the University at agreed-upon rates.
- .5 Contractor shall provide a sufficient number of trained and competent roofers on an “as needed” basis for jobs such as snow removal, cleaning drains, repairing leaks, and other forms of roof repair and maintenance.
- .6 Contractor shall be available for emergency services, as needed. Contractor shall be available within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled work. Exceptions to the two (2) hours availability may be considered and only approved in writing by Facilities Management.
- .7 If services are requested on an emergency basis (less than 24 hours) and Contractor does not have staging and scaffolding available, and therefore must rent it, the cost may be passed on to the University. A copy of the invoice for the rental must be attached to the University’s invoice for the job which required the rental.
- .8 If work requires use of a crane, Contractor must provide the crane, however, Contractor may charge the University an agreed upon hourly rate for its use.
- .9 Contractor shall also be the designated contractor for on-call crane services on campus. Crane services are to include, but not be limited to, roofing crane services.

NOTE: Only fume recovery kettles are allowed for use under this contract. No exceptions will be permitted.

SPECIALIZED CLEANING SERVICES (EMERGENCY CLEANING SERVICES/MOLD REMEDIATION)

- 1.4.15 **Specialized Cleaning Services.** Services shall include cleaning areas after contractor installations, studio cleaning (i.e.: sculpture studio, art studios and similar), window cleaning from heights (over 14 feet off surface). Services shall also include emergency cleaning. May require the use of lifts and working off staging (which shall be provided by Contractor providing the cleaning services).
- .1 Emergency Services (Fire, Water, Smoke & Mod Damage): Contractor shall provide 24-hour emergency service. Contractor shall be required to provide immediate response for water damage services within two (2) hours of notification.
 - .2 Experience: Training and experience operating lifts, to include any necessary certifications, setting up and working off staging. Experience cleaning with a truck-mounted vacuum required.
 - .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.
 - .4 Rates: Hourly rates shall include the cost of staging and lifts as appropriate to the cleaning task.
 - .5 Equipment:
 - a. Contractor shall provide the necessary equipment to include, but not be limited to, cleaning, removal and restoration of water due to burst pipes, fire and smoke damage and staining, and mold and mildew. Contractor shall provide a list of equipment available by Contractor to perform required services.
 - b. Truck-mounted vacuum required operated by Contractor's own employees who are properly trained and experienced in equipment operation and use.

STRUCTURAL & PIPE WELDING SERVICES

- 1.4.16 **Structural & Pipe Welding Services.** Contractor shall ensure welders in supervisory and non-supervisory roles have a state of Maine welder's certificate of authority and are certified by the American Welding Society.
- .1 Experience: Contractor's employees providing service must have previous experience performing sheet metal fabrication, with three–five (3-5) years of experience preferred.
 - .2 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor's own workforce.

UNDERGROUND STORAGE TANK MAINTENANCE SERVICES

- 1.4.17 **Undergrounds Storage Tank Maintenance Services.** Services provided shall include, but not be limited to, scheduled annual inspections and related maintenance on underground petroleum storage tanks and on-call emergency response services.
- .1 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in Contractor's own workforce.

WINDOW TREATMENTS FABRICATION & INSTALLATION SERVICES

- 1.4.18 **Window Treatments Fabrication & Installation Services.** Services provided shall include on-site measuring, custom fabrication as needed, installation, evaluation, and repair work for a variety of window treatments in offices, classrooms, dormitory rooms, dining commons, common areas, etc.
- .1 Contractor shall match existing treatments and provide advice regarding best product(s) for intended use and regarding useful life of existing treatments. Repairs of existing treatments include those installed by Contractor and those installed by others.

- .2 Experience: Contractor’s employees must possess an average of five (5) years of experience fabricating, to include custom measuring, and installing window treatments for commercial or institutional locations.
- .3 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to services requests. Indicate in the response the number of employees in the Contractor’s own workforce.
- .4 Schedule: Installation work shall be coordinated with Facilities Management to avoid class and occupant schedules and reduce the impact of installation on building occupants.
- .5 Product: Examples of product include pull shades, vertical shear weave shades, room darkening shades, etc. Replacement stock for most standard products should be readily available.

EVENT RENTAL AND SET UP SERVICES

1.4.19 **Event Rental and Set Up Services.** Seeking hourly labor rate for event set up fees as well as standard rental pricing on items including but not limited to tents (include size& rate), chairs, tables (include size/shape & rate)

SIGNAGE (CREATION AND INSTALLATION) SERVICES

1.4.20 **Signage Services.** Seeking hourly rate and/or any standardized service pricing for signage, banner, decal creation and installation services on campus.

VEHICLE MECHANICAL MAINTENANCE SERVICES

1.4.21 **Vehicle Mechanical Maintenance Services.** Seeking hourly rate and/or any standardized pricing for work on University fleet vehicles and equipment. Typical work to be completed including but not limited to inspection sticker, oil change, tire mounting/rotation/balancing, general maintenance and repairs associated with vehicle wear and tear and items needed to obtain State of Maine inspection sticker

Trades List per Campus

Trades	UMPI	Respondent's service choice to provide and where (Mark it with an X)
Trade K	Boiler & HVAC	
Trade E	Carpentry	
Trade G	Electrician	
Trade V	Flooring Installation	
Trade J	Masonry	
Trade L	Painting	
Trade M	Plumbing	
Trade I	Refrigeration	
Trade N	Roofing	
Trade Q	Window Treatments	
	UMFK	Respondent's service choice to provide and where (Mark it with an X)
Trade J	Masonry	
Trade M	Plumbing	

Trade N	Roofing	
Trade Q	Window Treatments	
	UM	Respondent's service choice to provide and where (Mark it with an X)
Trade B	Arborist	
Trade D	Asphalt Paving	
Trade E	Carpentry	
Trade H	Fire alarm installation, programming & Repair Services	
Trade J	Masonry	
Trade L	Painting	
Trade M	Plumbing	
Trade I	Refrigeration & HVAC	
Trade N	Roofing	
Trade P	Underground Storage Tank Management	
Trade Q	Window Treatments	
	UMM	Respondent's service choice to provide and where (Mark it with an X)
Trade B	Arborist	
Trade D	Asphalt Paving	
Trade I	HVAC & Refrigeration	
	Mechanical Services	
Trade G	Electrician	
Trade J	Masonry	
Trade N	Roofing	
Trade P	Underground Storage Tank Management	
Trade Q	Window Treatments	
	UMF	Respondent's service choice to provide and where (Mark it with an X)
Trade A	Acoustic Ceiling Services	
Trade B	Arborist	
Trade G	Electrician	
Trade V	Flooring Installation	
Trade J	Masonry	
Trade K	Mechanical Services	
Trade M	Plumbing	
Trade N	Roofing	
Trade Q	Window Treatments	
	USM	Respondent's service choice to provide and where (Mark it with an X)
Trade Z	Air Compressor Technician	
Trade B	Arborist	
Trade C	Asphalt Painting	
Trade F	Carpet Care	
Trade G	Electrician	
Trade V	Flooring Installation	

Trade I	HVAC & Refrigeration	
Trade J	Masonry	
Trade K	Mechanical Services	
Trade M	Plumbing	
Trade AA	Renovation	
Trade N	Roofing	
Trade Q	Window Treatments	
Trade R	Event Rental and Set up Services	
Trade S	Vehicle Mechanical maintenance	
Trade T	Signage (Creation &Installation)	
	UMA -Augusta	Respondent's service choice to provide and where (Mark it with an X)
Trade B	Arborist	
Trade D	Asphalt Paving	
Trade E	Carpentry	
Trade O	Specialized Cleaning Services	
Trade G	Electrician	
Trade V	Flooring Installation	
Trade J	Masonry	
Trade M	Plumbing	
Trade N	Roofing	
Trade P	Underground Storage Tank Management	
Trade Q	Window Treatments	
Trade W	Grounds Maintenance (landscaping)	
Trade X	Mold Remediation	
Trade Y	Door Repair	
	UMA -Bangor	Respondent's service choice to provide and where (Mark it with an X)
Trade B	Arborist	
Trade D	Asphalt Paving	
Trade E	Carpentry	
Trade O	Specialized Cleaning Services	
Trade G	Electrician	
Trade V	Flooring Installation	
Trade J	Masonry	
Trade M	Plumbing	
Trade N	Roofing	
Trade P	Underground Storage Tank Management	
Trade Q	Window Treatments	
Trade W	Grounds Maintenance (landscaping)	
Trade X	Mold Remediation	
Trade Y	Door Repair	

1.5 Performance Terms and Conditions.

1.5.1 Experience. To be qualified for a specific trade, the Contractor shall have been in business for a minimum of the last three (3) consecutive years performing the work specified in this RFP.

1.5.2 Response Time. Unless otherwise provided for in the RFP for a services trade, Contractor shall have qualified personnel on site within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled or non-emergency work.

1.5.3 Employees.

- .1 All persons employed to perform the services under the Contract shall be employees of the Contractor and shall be well-trained in the service trade for which the Contractor has been awarded the Contract, including the use of equipment. The Contractor shall abide by all federal, state and local laws, rules and regulations. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. No person shall be allowed on the property who is not directly involved in the performance of the work. If the shop manager or designee notifies the Contractor in writing that any person employed in providing services under the Contract is incompetent, disorderly or otherwise unsatisfactory, such person shall not again be employed in the execution of the Contract Work without the written consent of the University's Executive Director of Facilities & Capital Management Services or authorized designee.
- .2 All employees must be currently licensed or certified in their respective field or trade area if applicable. If requested by the University, the Contractor shall provide evidence of such licensure. Refer to Section 1.4 for additional requirements specific to individual service trades.
- .3 All employees assigned to perform work under the service trade shall have prior experience performing the specified trade work. Refer to Section 1.4 for additional requirements specific to individual service trades.
- .4 Security. The safety and well-being of students, staff and visitors is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students, staff and visitors. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require the Contractor to pay to conduct criminal history checks on employees or subcontractors.
- .5 Employee Identification. When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.

1.5.4 Non-discrimination and Workplace Safety. The Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. The Contractor shall provide all personal protective equipment (PPE) required by law for the service trade for which the Contractor has been awarded the Contract. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

1.5.5 Protection and Security of Buildings and Property. The Contractor shall ensure adequate protection of the properties and adjacent properties from damage or loss in the performance of the work under the Contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property including vehicles, resulting from negligence of the Contractor or the Contractor's employees, or anyone working under the Contractor, in the performance of the work.

Sufficient keys required to perform services shall be supplied by the University to the Contractor. The Contractor shall be responsible for the replacement costs of lost keys. If the

University determines that keys lost by the Contractor or its employees could compromise University security, the Contractor shall be responsible for paying all costs associated with re-keying designated locations affected by the lost keys.

- 1.5.6 Environmental Protection. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable government agency. Any required Safety Data Sheets (SDS) will be maintained in a binder on site and shall be available for review by University personnel at all times. Chemicals and gasoline are to be stored in proper containers required by law. A violation of applicable laws, rules or regulations may result in termination of the Contract.
- 1.5.7 Equipment and Supplies. All equipment, tools and supplies required to carry out operations within the scope of the Contract service trade shall be provided by the Contractor. The Contractor shall have backup equipment available at all times to complete the work. When applicable, equipment must be licensed, registered, and insured and must comply with standard safety requirements. University equipment and tools shall not be available for use by the Contractor.
 - .1 Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict Respondents 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 Respondent'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 the proposal non-responsive. Unless the Respondent clearly indicates in Respondent's proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name products referenced in the solicitation.
- 1.5.8 Materials. Materials required to be supplied by the Contractor shall be new and shall be covered by manufacturer's warranty.
- 1.5.9 Property Damage. The Contractor shall be responsible for all costs associated with the repair of property damage occurring from the performance of the work under the Contract. Damaged property shall be restored to its original condition. The University requires the use of either rubber mats or plywood protection when tracked equipment is working on paved surfaces, to include loading and unloading of equipment.
- 1.5.10 Communications. The Contractor shall provide the shop manager or authorized designee with the names, addresses and phone numbers of contact persons who will be available 24 hours per day, 7 days per week to coordinate routine or emergency services.
- 1.5.11 Parking Regulations and Use of Walkways. The Contractor's vehicles and those of their employees working on campus must be registered with the University's Police Department. Unregistered vehicles on the University campus are subject to parking violation tickets and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of the regulations can be obtained by calling 207-581-4047.
- 1.5.12 Payments. Payment will be processed upon submittal and approval of an invoice for payment to University of Maine, Office of Facilities Management, 5765 Service Building, Orono ME 04469-5765 by the Contractor. Payment will be on a Net 30 basis unless discount terms are offered. Invoices must include the total number of hours worked, date(s) worked, the work order number associated with the work, the building being serviced, and other data as requested

by the University. The invoice shall include the number of hours and price per hour of labor hours, and a breakdown of materials and equipment being charged.

The University uses several, preferred methods of payment, including Bank of America's ePayables and PayMode electronic payment systems. Bidders must indicate the ability to accept payment via any or all of these methods.

1.5.13 **Project Quotes.** All individual projects shall require a written, detailed, not-to-exceed time and materials quote prior to the commencement of the work. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed and cost of materials required for the work. A Notice to Proceed (NTP), as appropriate, authorizing the work will be generated by the University based on the quote or estimate and sent to the Contractor. Work may commence upon execution of the NTP.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 **Contract Administration.** The Executive Director of Facilities & Capital Management Services, or an authorized designee, shall be responsible for administering and managing the day-to-day operations and specifications of the Contract. The Executive Director, or an authorized designee, shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of the Contract.
- 2.2 **Contract Documents.** The awarded Respondent will be required to execute a contract in the form of the University of Maine System's Contractor/Consultant Agreement, a sample of which is attached as Appendix F. The Contract entered into by the parties shall consist of the Contractor/Consultant Agreement, the RFP (by reference), the awarded Respondent's submission (by reference), including all appendices or attachments and clarifications, the specifications within the RFP, including all modifications thereof, which shall be referred to collectively as the Contract Documents.

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

1. University of Maine System Consultant/Contractor Agreement.
 2. Agreement Riders as required.
 3. Contract Amendments/Modifications (as required).
 4. The University's RFP.
 5. Respondent's Submission.
- 2.3 **Contract Term.** The initial Contract term shall be for a period of no more than one (1) year commencing upon July 1, 2022 and concluding on June 30, 2023. Quoted pricing for labor, equipment, materials, and material discounts shall be firm for the initial term. With mutual written agreement of the parties, the Contract may be extended for up to four (4) additional one (1) year periods. The right is reserved to extend the Contract beyond the Contract Term if this is deemed to be in the best interest of the University.
- 2.4 **Contract Modification and Amendment.** The parties may adjust the specific terms of the Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the Office of Facilities Management's shop manager for consideration. Any agreed upon modification or amendment must be in writing and signed by both parties.

As part of the submission, Respondent(s) shall make an explicit statement accepting as-is the University's standard Terms and Conditions of service as provided herein and as provided in the Contractor/Consultant Agreement.

It shall be noted the University, due to its public nature, will not:

- a. Provide any defense; or hold harmless or indemnify beyond the limits and provisions of the Maine Tort Claims Act;
- 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.

2.5 Contract Understanding. By submitting a response to the Request for Proposal, bid or other offer to do business with the University Respondent understands and agrees that:

2.5.1 The above Agreement provisions (Section 2.4) will not be modified and are thereby incorporated into any agreement entered into between University and Respondent; that such terms and conditions shall control in the event of any conflict with such agreement; and that Respondent will not propose or demand any contrary terms.

2.5.2 The above Agreement provisions (Section 2.4) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary.

2.5.3 Respondent 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.

2.5.4 Respondent will identify at the time of submission which, if any, portion of its 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 no portions are so exempt; and that Respondent 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 Respondent's submitted materials and/or contract, if any, executed between UMS and Respondent.

2.6 Cancellation/Termination. If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service in accordance with the Contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the Contract with written notice as provided in the Contract terms.

Except for such cancellation for cause by the University, either the University or the Contractor may terminate the Contract by giving ten (10) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

2.7 Contract Value. Award is not a guarantee of work (Section 1.4). The value specified in Section 1.3 (less than \$50,000.00) shall be less than \$50,000.00 per project. The Contract shall cover the actual needs of the University throughout the term of the Contract which may result in a total cost per year in excess of \$50,000.00 for multiple projects. Pricing shall be firm for a minimum of one (1) year from the effective date of the Contract. After this period, notification of price increases must be furnished in writing to the Contract Administrator for approval. The University reserves the right to rebid the Contract if price changes are not acceptable.

Materials shall be on a Cost Plus basis and shall be firm for the term of the Contract and any/all subsequent renewal(s) of the Contract.

- 2.8 Contract Validity. In the event one or more clauses of the Contract are declared invalid, void, unenforceable, or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.9 Non-Waiver of Defaults. Any failure of the University to enforce or require the strict keeping and performance of any of the Terms and Conditions of the Contract shall not constitute a waiver of such terms, conditions or rights.
- 2.10 Clarification of Responsibilities. If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the University's Office of Facilities Management prior to deviating from the terms of the Contract.
- 2.11 Dispute Resolution/Litigation. The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of the Contract, shall be instituted in a state court in the state of Maine.
- 2.12 Indemnification. The Contractor agrees to the indemnification requirements as outlined in the indemnification article of the Contract, a sample of which is provided with this RFP (Appendix F).
- 2.13 Assignment. Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.14 Equal Opportunity. In complying with the letter and spirit of applicable laws and pursuing its own goal of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status in employment, education and all other areas of the University System. The University provides reasonable accommodations to qualified individuals with disabilities upon request. The contractors, subcontractors and product suppliers submitting on this RFP must subscribe and adhere to same.
- 2.15 Sexual Harassment. The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of the Contract without advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, 207-581-1226.
- 2.16 Contractor's Liability Insurance. During the term of the Contract agreement, the Contractor shall maintain the required insurance types and limits as described in the Contract, a sample of which is provided with this RFP (Appendix G).
- 2.17 Tobacco Free Policy. The University of Maine is a tobacco free campus. Compliance with the tobacco free policy is mandatory. This Section serves as notification to Respondents and Contractors of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:
- 2.17.1 First offense – counseling of contractor employee.
- 2.17.2 Section offense – contractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free policy is located at:
<https://umaine.edu/hr/umaine-policies/>

- 2.18 Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 2.19 Force Majeure. The Contractor shall not be held liable if the failure to perform under the Contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.
- 2.20 Job Site Safety. The Contractor shall adhere to the Occupational Safety and Health Administration's (OSHA) most recently published Safety and Health Standards for Construction (29 CFR 1926), general Occupational Safety and Health Standards (29 CFR 1910), relevant Maine Department of Environmental Protection (DEP) and Environmental Protection Agency (EPA) regulations, and applicable University of Maine policies and procedures, for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.

Contractor agrees to be responsible for initiating, maintaining and supervising all applicable site security, environmental controls, safety practices, and programs in the performance of the work or services in accordance with generally accepted practices, take all reasonable precautions to protect University property and the personal safety of University employees, students and other campus visitors, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement of any phase of work, the Contractor shall submit the name(s) of the person(s) who is (are) responsible for job site safety and environmental management in the performance of the work and who is (are) familiar with the above referenced regulations and University Safety Management Policies.

Where any of the Contractor's operations occur in, on or within 50 feet of any door, window or air intake in a building occupied by University employees or students, the Contractor shall, not less than fourteen (14) days prior to the start of any operation, provide directly to the shop manager or designee, Safety Data Sheets (SDS) on all hazardous materials to be used in the operation. The shop manager or designee shall be responsible for ensuring proper precautions and notifications to the building occupants occur prior to the initiation of such operations.

The Contractor will include, in the submission package, a copy of the Contractor's safety/environmental compliance manual(s) covering all safety and environmental policies, procedures and work practices relevant to the scope of work the Contractor will or could perform at the University or its satellite facilities.

The Contractor shall develop and implement a site specific safety plan that addresses the specific hazards, controls, safety procedures, training, enforcement, and reporting requirements for all personnel. A Site Specific Work Practice and Safety Plan shall be provided to the shop manager or designee for work performed prior to the start of each phase of work. The Site Specific Work Practice and Safety Plan shall include:

- a. A description of work practices and procedures to be followed by the Contractor who will be employed to perform the phase of work. Such work practices may include, when applicable, but are not limited to, pedestrian and traffic control, fall protection, confined space entry, hazard communication, lockout and tagout, storm water pollution prevention, and spill prevention control and countermeasures.
- b. Copies of relevant training documents for employees of the Contractor (and subcontractors) performing the work, to include Competent Person certifications where applicable.

- c. Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.
- 2.21 Asbestos Removal. The University shall be responsible for tracking and coordinating the identification, removal and disposal of all Asbestos Containing Materials (ACM). The Contractor is responsible for performing basic visual assessments of all projects and maintenance work sites for suspected hazardous materials (materials not labeled) prior to commencing work. Where such materials are located, the Contractor shall stop work and communicate the need for material identification to the shop manager or designee who will notify the Associate Director. The Associate Director will then contact the Asbestos & Lead Project Manager who facilitates testing and identification of the material, completes Abatement Notifications, where applicable, and reports results of tests and/or abatement schedules to the shop manager or designee, who will then direct the Contractor.
- 2.22 Lockout and Tagout of Electrical Equipment. The Contractor shall adhere to the Occupational Health and Safety Administration's (OSHA) most recently published health and safety standards for Lockout and Tagout, (29 CFR 1910.147) and shall ensure compliance with all state, University and local regulations relating to the lockout and tagout of electrical equipment procedures.
- 2.23 Confined Space Policy. Under the University's confined space policy, where areas are defined as permit-required confined spaces, the Contractor shall only enter these permit-required spaces under the auspices of a written confined space permitting program that meets the requirements of OSHA's Standard for Permit Required Confined Spaces (29 CFR 1910.146). The Contractor, prior to entry into a permit-required confined space, must receive the following information from the University:
- 2.23.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space.
- 2.23.2 Precautions or procedures the University has implemented for the protection of University employees in or near permit-required confined spaces where Contractor personnel will be working.
- 2.23.3 The University shall authorize entry per scope and location of each phase of the work. The Contractor shall coordinate confined space entry operations with the University and Contractor personnel who will be working in or near permit-required confined spaces during Contractor's work. The purpose of this coordination is to ensure employees of one Contractor do not endanger the employees of any other Contractor or employees of the University.
- 2.23.4 Contractor shall provide or perform the following prior to entry into a permit-required confined space:
- .1 Contractor shall inform the shop manager or designee of the permit-required confined space program the Contractor shall follow and of any hazards confronted or created in permit-required spaces, either through a debriefing or during the entry operation.
 - .2 Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.
- 2.24 Fire Protection. The Contractor shall take all necessary precautions to ensure against fire during activities and operations. The Contractor shall be responsible for maintaining within contract limits an orderly and clean area and to promptly remove all combustible rubbish from the site. No rubbish shall be burned at the site. The Contractor shall provide and keep in working order, an adequate number of fire extinguishers, conveniently located and designed for the hazard at hand. For required hot work permits and fire watch, the Contractor shall contact the Office of Facilities Management and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine policies and procedures.
- Combustible materials shall be transported and stored on the site in conformance with state and local codes. No accumulation of inflammable rubbish shall remain in any building overnight.

- 2.25 Accident/Injury Notification. The shop manager or designee must be notified within one (1) hour or as soon as possible, but no later than twenty-four (24) hours, of any accident or injury that occurs during the course of the work performed under the Contract.
- 2.26 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.
- 2.27 Liens. The Contractor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.
- 2.28 Warranty of Materials and Workmanship. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the project by the University. Within two weeks' notification of defects by the University, the Contractor shall correct all defects and shall make good all damages to the structure, site, equipment, or contents resulting from the use of inferior materials, equipment and workmanship.
- 2.29 Pricing. Quoted prices shall be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Because these charges are included in the quoted prices, travel time shall not be charged. All hourly rates begin when work commences on site. Pricing shall be firm for the first year 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 will not be allowed.
- 2.30 Mobilization/Demobilization. Respondents shall provide a firm, fixed total price for mobilization/demobilization. If eight (8) continuous work hours are requested by the University, the University shall not pay any mobilization/demobilization fees. In the event less than eight (8) hours of work are required by the University, the University shall have the option to either pay for a minimum of eight (8) hours or pay the hourly rate plus any mobilization/demobilization charge, whichever is less. Mobilization/demobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, Contractor scheduling conflicts, or other occurrences beyond the control of the University will count as one event. Contractor shall propose a firm fixed total price for mobilization/demobilization.

3.0 SUBMISSION AND SELECTION PROCESS

- 3.1 Submission and Award Schedule. The process schedule is **anticipated** to be as follows:

Submission Stage	Date
RFP advertised/posted	April 27, 2022
Deadline for Questions	May 4, 2022
Response to Questions	May 11, 2022
Deadline for Proposal Submission	May 18, 2022
Award Announcement (Subject to Change)	week of May 30, 2022

- 3.2 Communication with the University. It is the responsibility of the Respondent to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify this RFP in a substantial manner, will be posted by addenda through the Office of Facilities Management's website (www.umaine.edu/ofm/contractors/advertisements) and <https://www.maine.edu/strategic->

[procurement/](#) . The University will not be bound by oral responses to inquiries or written responses other than addenda. Please direct all inquiries in writing to:

Sandrine Muhinkwenyere, Strategic Sourcing Manager
Email: UMSResponses@maine.edu

All written inquiries are due no later than 11:59 pm on May 4, 2022. The Response to Questions will be posted on May 11, 2022.

- 3.3 Award of Contract(s). The University will make the award on a total sum basis to the most responsive and responsible Respondent or Respondents. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations.

It is the intent of the University to award each area to one Respondent. However, the University may select up to two Respondents whom, in its sole discretion and opinion, are the most responsive and responsible and may award the Contract to those Respondents. If two Respondents are selected the Respondent with the most responsive and responsible bid will be designated the Primary Contractor (Primary). The second Respondent, if selected, will be designated the Secondary Contractor (Secondary). The Primary will be offered all the work under this Contract. If the Primary is unable to meet deadlines or refuses a project, that work will be offered to the Secondary. If the Primary is unable or unwilling to consistently provide service support as specified by the Terms and Conditions of the Contract, then the Primary will be discharged in accordance with Section 2.5, and the Secondary will be offered the Contract on a primary basis.

The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. When there are tie proposals, there shall be a preference for “in-state respondents.” When tie proposals are all from in-state or out-of-state respondents, the award will be made to the submission that arrives first at the Office of Facilities Management. 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, a contract may be awarded to that Respondent without further action.

- 3.4 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.
- 3.5 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 accepting a contract under this section, a contractor 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 University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Respondents should clearly mark any information considered confidential and/or proprietary.
- 3.6 Costs of Preparation. Respondents assume all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 3.7 Debarment. Submission of a signed proposal in response to this Request for Proposals is certification that the Respondent (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.

- 3.8 Proposal Understanding. By submitting a proposal, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions contained herein. Any exceptions should be noted in the response.
- 3.9 Proposal Validity. Unless specified otherwise, all proposals shall be valid for at least 90 days from the due date of the response.
- 3.10 Proposal 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).

Additional time may be granted to all Respondents when the University determines circumstances require it.

- 3.11 Non-Responsive Proposals: Failure to furnish adequate data for evaluation purposes or incomplete proposals may result in declaring a proposal non-responsive. The University will not consider non-responsive submissions; i.e.: those with material deficiencies, omissions, errors or inconsistencies or those that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.
- 3.12 Errors. Proposals may be withdrawn or amended by Respondents at any time prior to the proposal due date/time. After the proposal due date/time, proposals may not be amended. If a significant mistake has been made by an apparent low respondent, the Respondent will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.
- 3.13 Multi-Institutional. The 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.

- 3.14 Evaluation Criteria. Submissions will be evaluated on criteria deemed to be in the University's best interests, including, but not limited to, the following:

Submission Requirements	Category	Points
Section 5.2, 5.3, 5.4, 5.5, 5.6, 5.8	Organization, Qualifications, Experience, and References	50
Appendix F	Master Agreement	10
Section 5.1, 5.7	Cost Response/Pricing	40
	Total Points	100

4.0 SUBMISSION INSTRUCTIONS

- 4.1 Respondent's Responsibility. Respondents shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation required by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities. Responses to each requirement in Section 5 should be in order and clearly marked with the section number to which they respond.
- 4.2 Brief Response. Respondents are asked to be brief in response to each criterion requested in Section 5.0 and to complete and submit all forms indicated in the submission list below. Form sections which do not apply to the trade letter Respondent is submitting for should be filled in with a "N/A" for that portion of the form.
- 4.2.1 Order of Submission and Labeling.
- .1 Appendix A – Proposal Form & Signature Page (provided).
 - .2 Appendix B – Debarment, Performance and Non-Collusion Certification (provided).
 - .3 Appendix C – Cost Response/Pricing (provided).
 - .4 Appendix D – Organization Reference Form (provided).
 - .5 Appendix E – Organization, Qualification, Experience Response (provided). Respondent is to provide a brief summary in response to Sections 5.3, 5.4, 5.5, and 5.6 of this RFP.
 - .6 Appendix F- Master Agreement (provided)
- 4.3 Additional Attachments. Respondents may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any such material, including brochures or other promotional material, will not be considered in rating the response and will not be returned.
- 4.4 Re-phrasing. Re-phrasing of the content provided in this RFP will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses which demonstrate the Respondent's experience and ability to perform the trade services specified throughout this RFP.
- 4.5 **NOTE:** RESPONDENTS ARE NOT REQUIRED TO BE REGISTERED WITH THE UNIVERSITY OR ANY OTHER ENTITY IN ORDER TO SUBMIT A RESPONSE TO THIS RFP.

5.0 SUBMISSION REQUIREMENTS

- 5.1 Price Quotation. Provide all rates and pricing on the Cost Response/Pricing form (Appendix C) provided in this RFP. Pricing shall be firm for the first year of the Contract. Pricing shall include all costs, including tools, expendables, small materials packages, and transportation or other trip charges, but shall exclude specific materials as requested by the University. **Fuel surcharges will not be allowed.** **Note: This section 5.1 is applicable to the Primary and Secondary Contractor.**
- 5.1.1 Billing time for rates shall begin when workers arrive on the job site and shall end when workers leave the job site.
- 5.1.2 If there are additional options or services 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.
- 5.1.3 Respondents are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
- 5.2 Secondary Contractor. Respondents must indicate willingness to be the Secondary Contractor in the proposal submission.

- 5.3 Business Profile. Respondent shall provide a brief history of Respondent's company, including number of years in business and number of employees. No financial statements are required to be submitted with the proposal. However, prior to an award, the University may request financial statements from the Respondent's company, credit reports and letters from the Respondent's bank and suppliers.
- 5.4 Prior Experience. Respondent shall provide a brief description of Respondent's prior experience performing similar services with service agreements for at least three (3) previous users of service. Include descriptions of services provided, locations, service agreement length, and performance success rate under each agreement.
- 5.4.1 Respondents shall provide the following regarding the service trade being proposed:
- .1 Number of years Respondent has provided the trade service.
 - .2 A list of clients for whom this work has been performed.
 - .3 Types of service provided.
 - .4 A list of employees, with job titles, and licenses as applicable, who performed the work.
- 5.5 Licenses. Respondents must confirm all employees who will perform work under the Contract possess the required licenses free from restrictions and encumbrances.
- 5.6 Response Time. Respondents must indicate response time from phone contact by the University until personnel arrive on site to start work.
- 5.7 Payment Method. Indicate Respondent's ability to accept electronic payments (Section 1.5.12).
- 5.8 References. Respondents must provide at least three (3) references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. These references should be agencies for which the Respondent has provided services with a similar scope to the work to be performed under this RFP, including one long-standing customer (minimum of three year engagement) and one new customer (one who has been engaged with the Respondent for less than one year). Provide company names with address, contact person, telephone number, and email address. The University strongly prefers clients from higher education institutions similar in size and requirements to the University of Maine.

A.1 Company Information and Signature Authorization. The undersigned agrees to the Terms and Conditions set forth in this Request for Proposals.

Organizational Name	
Chief Executive – Name/Title	
Telephone	
Fax	
Email	
Headquarters Street Address	
Headquarters City/State/ZIP	
Lead Point of Contact for Proposal Name/Title	
Telephone	
Fax	
Email	
Local Street Address	
PO Box (if applicable)	
Local City/State/ZIP	

- This proposal and the pricing structure contained herein will remain firm for a period of 90 days firm the date and time of the proposal deadline.
- 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 submission.
- 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 proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

A.2 Perform work as Secondary Contractor, if not selected as Primary Contractor Yes No

A.3 Ability to provide services in accordance with Contract Terms & Conditions Yes No
(If no, provide an explanation in Proposal narrative to explain.)

A.4 *To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

 Authorized Signature

 Date

 Printed Name and Title

NOTE: 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.

Respondent's Organization Name: _____

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

RFP #2022-059
On-Call Services for Facilities Management

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

Respondent’s Organization Name: _____

C.1 **Labor Hourly Rates.** Provide rates for all applicable labor classifications. Labor hourly rates shall be inclusive of all charges including, but not limited to, equipment (if not specified otherwise), travel, basic tools required of the trade (for example hand tools such as hammers, saws, drills, nail guns, etc., and ladders, vacuums, fans, etc.), standard materials packages and expendables. Regular working hours shall be Monday through Friday, 7:00am to 3:00pm. Provide rates for after hours, holiday and weekend work.

Labor	Regular Hours	OT/Weekend/Holiday Hours
Superintendent/Supervisor		
Site Foreman		
Laborer (skilled)		
Laborer (unskilled)		
Safety Person/Crew Leader		
Glazier		
Other (please specify):		
Other (please specify):		
Other (please specify):		
Other (please specify):		

C.2 Provide a fixed markup, if any, for materials based on wholesale cost: _____%

C.3 **Equipment/Operator Rates.** The following specific equipment shall be available when applicable and shall be priced individually per event usage as appropriate (for example moving services). In addition to the operator, rates shall be inclusive of all charges including, but not limited to, transportation or trip charges, small materials packages and expendables. Regular working hours shall be Monday through Friday, 7:00am to 3:00pm. Provide rates for after hours, holiday and weekend work. Fuel surcharges will not be allowed.

Equipment/Vehicle <i>(specify types of equipment and vehicles & number available)</i>	Equip Usage Rate <i>(if applicable)</i>	OT/Weekend/Holiday Hours

C.4 Other Equipment/Service. Rate

.1 Markup Percentage for Rented Equipment (non-owned) _____%

.2 Discount Payment Terms, if applicable _____

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. The University 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.

The University requests 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	

Respondent's Organization Name: _____

Business Profile (see 5.3):

Prior Experience (see 5.4):

Licenses (see 5.5):

Response Time (see 5.6):

APPENDIX F– EVALUATIONS QUESTION(S) – MASTER AGREEMENT

This portion of the RFP contains special terms and conditions which will govern the resulting agreement. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing. Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Appendix F.

1. Terms and Conditions of Agreement

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

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

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

Agreed _____
Initial

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

Appendix D - 2. Term

The Agreement term and renewals set in the attached Agreement. Exercise of any renewal option will require parties’ mutual written agreement.

Agreed _____
Initial

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

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

Agreed _____
Initial

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

Agreed _____
Initial

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

Agreed _____
Initial

4. **Permit an entity to change unilaterally any term or condition once the Agreement is signed;**

Appendix D - 8. Modification:

This Agreement may be modified or amended only in a writing signed by both parties.

Agreed _____
Initial

5. **Apply the law of a state other than Maine;**

Appendix D - 10. Applicable Law:

This Agreement shall be governed and interpreted according to the laws of the State of Maine

Agreed _____
Initial

6. **Provide any defense, hold harmless or indemnity;**

Appendix D - 13. Indemnification

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data

Agreed _____
Initial

7. **Waive any statutory or constitutional immunity;**

Agreed _____
Initial

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

Agreed _____
Initial

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

Appendix D - 17. Entire Agreement:

This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

Agreed _____ Initial

10. **Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;**

Appendix D - 21. Confidentiality:

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

Agreed _____ Initial

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

Agreed _____ Initial

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

Agreed _____ Initial

END OF REQUEST FOR PROPOSALS