



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Bid (RFB)

USM Lighting Improvement Project  
RFB #2023-057

**Issued Date:** March 1, 2023

**Response Deadline Date/Time:** March 31, 2023, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – GNA: USM Lighting - RFB#2023-057

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Gregg N. Allen  
Email: [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)

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## 1.0 INTRODUCTION

### 1.1 General Information

#### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### 1.1.2 Purpose

The University of Maine is seeking responses to provide a turnkey lighting improvement solution as defined in this document. The project goals are to improve sustainability by upgrading to high efficiency LED technology that will improve light quality and quantity while reducing operating costs and achieving standardization of lighting components. Bid responses to include costs for all material, labor, lifts, existing fixture disposal and proper lamp recycling. Include with bid response, warranty and extended warranty information. The University seeks to leverage all discounts, rebates and incentives available via Efficiency Maine. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.3 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women's Business Enterprise (WBE).

#### 1.1.3 Specifications/Scope of Work

Lighting to be upgraded in the following areas:

1. Costello Fieldhouse to include complete removal of existing control system.
2. Basketball Court (Hill Gym) to include complete removal of existing control system.
3. Wrestling Area (Hill Gym)

4. Hockey Rink: Including removal of 18 low bay fixtures in the hockey rink along with complete removal of existing lighting control system.

#### 1.1.4 Communication with the University

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

#### Respondents' Walk Through

**The respondents' walk through is optional (but strongly suggested) to attend prior to submitting a response to this RFB. The walk through will happen on March 15, 2023 and it will commence at 9:00 AM at the USM Gorham Campus Fieldhouse. Please reach out to John.souther@maine.edu for more information about the walk through.**

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

#### 1.1.5 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 submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

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

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

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret"

under Maine law. Clearly mark any portion of your submitted materials which are entitled to “trade secret” exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

#### 1.1.6 Costs of Preparation

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

#### 1.1.7 Authorization

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

#### 1.1.8 Pricing

All prices provided shall remain firm for the entire term of the agreement. Refer to **Appendix B** for specific bid instructions/requirements.

#### 1.1.9 Evaluation Criteria

Award will be made to the low respondent provided that all other requirements are satisfactorily met, including receipt of bid as outlined in **Appendix B**.

**NOTE: To meet UMS loan fund requirements, selected awardee must provide acceptable calculations and paperwork to substantiate that the project payback (amount of time it will take to recoup total investment) will be achieved within a 36-month period.**

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.

#### 1.1.10 Bid Submission

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

1. Completion of **Appendix A**. **Appendix A** must be SIGNED as part of the submission.
2. Completion of **Appendix B**. **Appendix B** must be SIGNED as part of the submission.
3. Bid submission will be submitted electronically to the Email provided in the Contact section of the cover page of this document.
4. Electronic submission must be received by the required Response Deadline/Time reflected on the cover page of this document.

5. Respondent may attached company bid to their submission as supporting information. Respondent is still required to complete **Appendix C.**

## 2.0 Bid Terms

### 2.1 Payment Terms

Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

### 2.2 Pricing:

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

### 2.3 Invoices

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

University of Maine System  
Accounts Payable  
5761 Keyo Building  
Orono, ME 04469

Phone: [207-581-2695](tel:207-581-2695)  
Fax: [207-581-2698](tel:207-581-2698)  
Invoice Submission Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)  
Invoice Inquires: [UMSCentralAP@maine.edu](mailto:UMSCentralAP@maine.edu)

### 2.4 Contact – Post Award

Unless otherwise specified in an attachment hereto, the awarded respondent will Email any notice to the person(s) listed below. This person will serve as receipt of the delivery of the product / service.

**Contact Name:** John Souther  
**Email:** john.souther@maine.edu  
**Telephone:** (207) 805-4107

### 2.5 Order of Precedence

In the event of any conflicts among the bid documents the following order of precedence shall apply:

- A. This Request for Bid (RFB).
- B. Appendix A – University of Maine System Bid Vendor Page
- C. Appendix B – Debarment, Performance and Non-Collusion Certification
- D. Appendix C - Pricing
- E. Respondent Attachments, as required.

**MASTER AGREEMENT**

A copy of the Master Agreement is provided as a supplemental document with file name; **Exhibit B - Master Agreement**

The Master Agreement will allow for:

- Additional services to be available 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.
- Additional Scope: The Contractor shall permit services not covered herein to be added by mutual written agreement, without voiding the provisions of the existing agreement. The Contractor, for additional consideration, shall furnish additional services to the University.

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

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USM Lighting Improvement Project

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

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



all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION**  
**CERTIFICATION**  
RFB #2023-057  
USM Lighting Improvement Project

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

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

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

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix C – Required Cost Evaluation Exhibits

Please see Attachment A: USM Room by Room Savings

University of Maine System  
COST EVALUATION

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### GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
6. Pricing will be guaranteed by the vendor for the term of the Agreement.
7. 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. PI:e