



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

Pipe Welding Services

RFP #2023-082

**Issued Date:** June 8, 2023

**Response Deadline Date/Time:** June 22, 2023, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – DH: Pipe Welding Services - RFP#2023-082

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Derek Houtman  
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# 1.0 INTRODUCTION

## 1.1 Definitions, Background, Purpose and Specifications

### 1.1.1 Definitions

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

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

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

### 1.1.2 Background

#### Overview

Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 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 six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

#### **Campus thumbnails**

##### **University of Southern Maine**

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.

Reflecting the community it serves, USM has become known as "the University of Everyone," welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have

served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

### 1.1.3 Purpose

The University of Southern Maine (USM) is seeking responses to provide on-call pipe welding services as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

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).

### 1.1.4 Specifications / Scope of Work

#### STRUCTURAL & PIPE WELDING SERVICES

Structural & Pipe Welding Services. Services shall include, but not be limited to, installation, repair, testing, maintenance, and regulatory compliance work of underground heat pits, underground piping, equipment and fixtures, and the campus underground heating infrastructure on an as-needed basis. Services may include specialty-piping work.

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 Piping & Site Structure Repair Services.

Services shall include underground pipe digging, replacement and repair, and all subterranean maintenance work on campus below 4'-0" on a planned and unplanned (emergency) basis. Contractor shall provide 24/7 coverage as needed. Services shall also include root removal from underground piping.

1. Experience: Contractor employees providing services shall have at least five (5) years of experience performing underground pipe digging to

- include pipe removal and pipe laying work and at least three (3) years of experience performing catch basin repair and service work.
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 Contractor's own workforce.
  3. A Site-Specific Work Practice and Safety Plan shall be required for each job.
  4. Equipment: Specific equipment that must be available:
    - a. Tandem Dump Truck.
    - b. Tri-axle Dump Truck.
    - c. Excavator (as needed on a per project basis).
    - d. Compactor.
    - e. Trench box with box certification (specify size of box and daily use price).
    - f. Fuel: Contractor shall be responsible for all fuel. Fuel may not be stored on University property.
    - g. Equipment not in use for a maintenance project must be stored off University property. If a maintenance project is underway, the equipment that is in use may be stored on site until no longer needed for the project.
    - h. Equipment operators will be required to have cell phones at all times when performing work on campus to facilitate efficient communication.
    - i. A list of the Contractor's available backup equipment is required to ensure continuation of the work in the event of a breakdown.

The University maintains an underground high-pressure high-temperature hot water distribution system. Pipe sizes range from 4" to 8" with a majority of the pipe being 6" carbon steel pipe. The system has multiple confined space valves and expansion pits.

The University is seeking standard hourly and overtime hourly rates from an established welding contractor with a minimum of 10 years of experience. The contractor must be able to provide the University with a crew of qualified and licensed workers with all necessary tools and equipment on an "as-needed basis". The number of hours or work needed cannot be estimated as most are a result of failures. The University does not guarantee any specific number of (annual) hours.

The University may request the Awarded Contractor to provide additional welding services as needed for the maintenance and/or repair of equipment.

The University may conduct a fire watch to inspect the Awarded Contractor for proper procedures for welding inside of buildings while working at the University.

Awarded Contractor shall provide the University with a copy and keep on-site their Confined Space Safety Plan.

Awarded Contractor shall have employees trained for confined spaces for all applicable Federal, State, and/or Local Laws.

This contract shall be limited to individual projects that do not exceed \$50,000. The University will solicit bids for individual projects that exceed a total cost of \$50,000 in a separate process/contract. This will be done to comply with State of Maine Wage Determination requirements.

## 1.2 General Information

### 1.2.1 Contract Administration and Conditions

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. The Master Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

1. University of Maine System Master Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFP
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict

- with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

### 1.2.2 Communication with the University

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

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

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

### 1.2.3 Confidentiality

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

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

with a copy of the request provided to the other Respondents. Such requests are public records.

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

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

#### **1.2.4 Costs of Preparation**

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

#### **1.2.5 Authorization**

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

#### **1.2.6 Multi-Institutional**

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

#### **1.2.7 Pricing**

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

#### **1.2.8 Cost Response Form Quantities**

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

#### **1.2.9 Employees**

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



### **1.2.10 Environment Compliance**

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

### **1.2.11 Specification Protest Process and Remedies:**

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	June 13, 2023
Section 1.2.2	Response to Written Inquiries/Questions <b>(subject to change)</b>	June 15, 2023
Section 1.2.2	Deadline for Proposal Submission	June 22, 2023
Section 2.2	Award Announcement <b>(subject to change)</b>	June 29, 2023
	Estimated Agreement Start Date <b>(subject to change)</b>	July 1, 2023

### 1.3.2 Eligibility to Submit Responses

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

### 1.3.3 Debarment

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

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

### 1.3.4 Response Understanding

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

### 1.3.5 Response Validity

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

### 1.3.6 Non-Response Submission

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

### 1.3.7 Respondents’ Presentations

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

### 1.3.8 Response Submission

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

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

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

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

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	40
Appendix D & D1	Master Agreement	10
Appendix E & F	Organization, Qualifications, Experience and References	50
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

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

The scoring formula is:

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

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

##### 2.1.2.2 Master Agreement (Appendix D and D1)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

### 2.1.2.3 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

## 2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

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

## 2.3 Negotiations

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

## 2.4 Award Protest

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

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

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

## **3.0 RESPONSE FORMAT REQUIREMENTS**

### **3.1 General Format Instructions**

#### **3.1.1 Electronic Submissions**

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

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

#### **3.1.2 Respondents Responsibility**

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

#### **3.1.3 Brief Response**

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

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

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

**The SUBMISSION FORM PACKAGE provided will be used by the Respondent to satisfy the Submission requirement.**

## 4.0 Master Agreement

### UNIVERSITY OF MAINE SYSTEM ON CALL SERVICES MASTER AGREEMENT

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

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement. This agreement does not constitute a guarantee of campus engagement or use of the Agreement, only that the Contractor will supply the product and services offered in the Agreement, as required by the campuses, for the campuses the Contractor has agreed to support, as noted in Rider A.

The following Riders, hereby incorporated into this Agreement and made part of it by reference:

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

**Rider A-1** – Pricing

**Rider B** – Insurance Requirements

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

**Rider D** – Services Engagement Form

**Agreement Amendments** as required

**Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>**

**Contractor's Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>**

**WHEREAS**, the University desires to enter into an agreement for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of the University;

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

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

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

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

2. **Term:** This Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Agreement with option for <<enter renewals as appropriate>> upon the parties' mutual written agreement.

3. **Payment:**

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

B. Reimbursement for travel:

Contractor may be reimbursed for pre-approved travel, lodging and meals. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

C. **"Additional Services"** The University will have the option to purchase additional services under this Agreement.

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

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

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

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 agreement terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within forty-eight (48) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this agreement with written notice.

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

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

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



8. **Modification:** This Agreement may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Agreement, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Agreement shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Agreement.
12. **Non-Discrimination:** In the execution of the agreement, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Agreement. 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 Agreement, 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 Agreement or based on any libelous or other unlawful matter contained in such data.
14. **Agreement Validity:** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Agreement, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire 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 Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this 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. Contractor may not unilaterally change any term or condition of this Agreement.

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

**To the University:**

Notice Submission via Email: [sourcing@maine.edu](mailto:sourcing@maine.edu)

**To Contractor:**

Company Name:  
Contact Name:  
Address:  
Phone Number:  
EMail:

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

University of Maine System  
Accounts Payable  
PO Box 3955  
Scranton, PA 18505

Phone: 207-581-2695  
Fax: 207-581-2698  
Invoice Submission Email: UMAP@maine.edu  
Invoice Inquires: UMSCentralAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Terms and conditions of this Agreement**
  - B. **Rider A** - Specifications of Work to be Performed
  - C. **Rider A-1** – Pricing
  - D. **Rider B** – Insurance Requirements
  - E. **Rider C** – University of Maine System Standards for Safeguarding Information
  - F. **Rider D** – Services Engagement Form
  - G. **Agreement Amendments** as required
  - H. **Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>**
  - I. **Contractor's Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>**
26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
- The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's agreement if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.
27. **Smoking Policy**  
The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.
28. **Adherence to Standards and Site Plan.** All installation and support services performed by the Contractor will be done in accordance with applicable building codes and law, and University of Maine System Information Technology (USIT) standards. A site plan for each separate Master Agreement, Customer Engagement Agreement (Rider E) will be developed in coordination with, and final approval by the University facilities director responsible for the location, and US:IT. Upon initiation of the development of each site plan, University facility directors and US:IT will provide the Contractor with any site-specific standards and policies pertaining to the locations included in the site plan. The Contractor will be responsible for determining and complying with applicable law and construction codes and where required the site plan will detail the requirements for ANSI Standard A117.1 and ADA Accessibility Guidelines for Buildings and Facilities.
29. **Parking Regulations and Use of Walkways.** The Contractor's vehicles and those of their employees working on campus must be registered with the campus's Security or Police Department. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police and security.

Towing will be at the Contractor's expense. A copy of the regulations can be obtained by calling the University Parking Office.

- 30. 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 policies and procedures for the duration of the Agreement. The University shall inform the Contractor of the applicable University 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 campus visitors, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement and upon request 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 and Environmental 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 Facilities Management Shop Manager, Safety Data Sheets (SDS) on all hazardous materials to be used in the operation. The Facilities Management Shop Manager 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 proposal 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 Facilities Management Shop Manager for work performed prior to the start of each phase of work. The Site Specific Work Practice and Safety Plan shall include:

- A description of work practices and procedures to be followed by the Contractor and subcontractors 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.
- Copies of relevant training documents for employees of the Contractor and subcontractors performing the work, to include Competent Person certifications where applicable.
- Names(s) of the person(s) who is (are) responsible for job site safety for the specific phase of work.

- 31. 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 Facilities Management Shop Manager. The associate Director will then contact the Asbestos and 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 Facilities Management Shop Manager, who will then direct the Contractor.

32. **Lockout and Tagout of Electrical Equipment.** The Contractor shall adhere to the Occupational Safety and Health 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.
33. **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:
- A. Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space.
  - B. 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.
  - C. 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.
  - D. Contractor shall inform the Facilities Management Shop Manager 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.
  - E. Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.
34. **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 the Agreement limits an orderly and clean area and for promptly removing 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 Safety Office and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University policies and procedures for the duration of the agreement. The University shall inform the Contractor of the applicable University 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.
35. **Accident/Injury Notification.** The Facilities Management Shop Manager 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 Agreement.
36. **Emergency Notification.** The Contractor shall provide to the University, in writing, the names, addresses and telephone numbers of the members of the Contractor's organization to be contacted in the event of an off-hours emergency related to work at the University.
37. **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.

38. **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 Agreement. The Contractor shall assume total liability for tangible damage to buildings, grounds, or surfaces, resulting from negligence of the Contractor or the Contractor's employees or subcontractors 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 associate with re-keying designated locations.

39. **Environmental Protection.** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations regarding the protection of the environment. A safety/environmental manual will be provided and applicable work practices and procedures will be included in the Contractor's Site Specific Work Practice and Safety Plan. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable governmental agency. Any required Safety Data Sheets 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 as required by law. A violation of applicable laws, rules or regulations may result in termination of the Agreement.
40. **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.
41. **Equipment and Supplies.** All tools, equipment and fuel required to provide services within the scope of work shall be furnished 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 applicable standard safety requirements (strobe lights, back-up alarms, fire extinguishers, etc.) University equipment or tools shall not be available for use by the Contractor.
42. **Materials.** Materials required to be furnished by the Contractor shall be new and shall be covered by manufacturer's warranty.
43. **Labor and Materials.** Unless otherwise provided in the Agreement, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporate in the work.
44. **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.

**Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

FOR THE CONTRACTOR:

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

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Per University policy, "Any 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 Executive Director of Strategic Procurement & Services, or designee, and if it is not approved, valid or effective until such written approval is granted."**

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

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

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

Title: \_\_\_\_\_  
Executive Director of Strategic Procurement &  
Services or designee

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

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

Title: \_\_\_\_\_  
Chief Financial/Business Officer  
designee

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

**RIDER A**

## SPECIFICATIONS OF WORK TO BE PERFORMED

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

### INTENT AND PURPOSE

The University of Maine System, sought proposals for contractors to provide labor, equipment and materials pricing for on-call facilities maintenance services. This Agreement covers the following trade services:

- <<List Trade Services Here, i.e. Plumbing, Painting>>

### PRODUCT SCOPE OF WORK:

A. Labor shall be based on a standard hourly rate. Materials shall be based on a firm cost. Refer to Rider A-1 for labor rate and materials pricing.

B. Site Specific Work Practice and Safety Plan shall be required for each job, **Section 31**.

C. <<If plumbing services add this requirement in:

Plumbing Company – State of Maine master plumber’s license.

On-Site Work Supervisor - State of Maine journeyman plumber license and a minimum of three (3) years experience.

D. <<If electrician services add this requirement in –

Electrician Company – State of Maine master electrician license.

On-Site Work Supervisor - State of Maine master electrician license and a minimum of three (3) years experience.

### CAMPUSES SUPPORTED

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

Campus	Location	Contractor Supported (Yes or No)
University of Maine	Orono, Maine	
University of Maine at Machias	Machias, Maine	
University of Maine at Augusta	Bangor, Maine Campus	
University of Maine at Augusta	Augusta, Maine Campus	
University of Maine at Farmington	Farmington, Maine	
University of Maine at Fort Kent	Fort Kent, Maine	
University of Maine at Presque Isle	Presque Isle, Maine	
University of Southern Maine	Portland Maine, Campus	
University of Southern Maine	Gorham, Maine Campus	

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

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



## PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Agreement Administrator notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Agreement without the prior written consent of the Agreement Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this agreement is dependent on favorable response, the Contractor shall meet at least quarterly with the Agreement Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on three days' notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Accessibility:** If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 2.1 for web content

The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Contractor further agrees to indemnify and hold harmless the University of Maine System from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the Contractor's products or services covered by this agreement to ensure compliance with the above standards.

Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Contractor in writing, shall constitute a breach of this agreement and shall be grounds for termination of this agreement and a pro-rated refund of fees paid by the University.

5. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
6. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and

Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.



## RIDER B INSURANCE REQUIREMENTS

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

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

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.**

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**RIDER C**  
**UNIVERSITY OF MAINE SYSTEM**  
**STANDARDS FOR SAFEGUARDING INFORMATION**

1. Scope: This Rider addresses the Contractor's responsibility for safeguarding Protected University Data. For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).
2. Term and Termination: This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.
3. Subcontractors and Agents: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement and Rider.
4. Property of University: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.
5. Return or Destruction of Protected University Data:
  - A. Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information.
  - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
6. Survival: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.
7. Reasonable and Appropriate Controls: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University

- A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - B. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
  - C. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS requirements.
  - D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
  - E. If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.
8. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.
9. Contractor Employee Data Access Control: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.
10. Data Breach: Contractor shall report to the University any use or disclosure of Protected University Data not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

Contractor shall take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected

University Data by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to terminate the Agreement immediately.

11. Mobile Devices: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
  
12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
  - A. Computers that host Protected University Data shall be housed in secure areas that have adequate walls and entry control such as a card-controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter, and visitor entry will be strictly controlled.
  - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
  - C. Contractor shall backup systems or media stored at a separate location with regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. Contractor shall test restore procedures not less than once per year.
  - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
  - E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
  - F. Contractor shall require strong passwords for any user accessing Protected University Data. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
  - G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
  - H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
  
13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.
  
14. System Development: If the Contractor provides system development, Protected University Data shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process Protected University Data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

**RIDER D  
SERVICES ENGAGEMENT FORM**

**Services Engagement to Agreement for Services**

University of Maine System Agreement # \_\_\_\_\_ Agreement Date: \_\_\_\_\_

This Services Engagement is entered into as of the date of the last signature provided between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Agreement identified in this form. This form may not amend any terms or conditions of the Master Agreement other than to express an institution’s engagement with the Contractor.

This Service Engagement Form when fully executed by the Parties’, provides authorization to engage for the following services, products and/or licenses, identified and as offered in Agreement Rider A & A-1:

**SERVICES / PRODUCTS / LICENSING** *(Term and Agreement Rider A-1 pricing must be specified below):*

**SIGNATURES:**

**Institution**

By: \_\_\_\_\_

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

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

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

**Contractor**

By: \_\_\_\_\_

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

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

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