



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

Fire Extinguisher Maintenance Services

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
Email Subject Line – DH: Fire Extinguisher Maintenance Services -
RFP#2023-091

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu Phone: (207) 581-2678

1.1 Response Format Instructions

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

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

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

1.1.1 Section 1 - Response Cover Page

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

1.1.2 Section 2 - Cost Response

- 1.1.2.1 Label this response - Section 2 – Cost Evaluation
- 1.1.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

1.1.3 Section 3 - Master Agreement

- 1.1.3.1 Label this response - Section 3 – Master Agreement
- 1.1.3.2 Insert Appendix D1 – Master Agreement

1.1.4 Section 4 - Response to Questions

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

Appendix A – University of Maine System Response Cover Page

RFP # 2023-091
 Fire Extinguisher Maintenance Services

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

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

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

Date: _____

 Name and Title (Printed)

 Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP # 2023-091
Fire Extinguisher Maintenance Services

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP # 2023-091
Fire Extinguisher Maintenance Services

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.
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. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
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.

Cost Exhibit #1

Pricing: Pricing shall be firm for the first year of the contract. Pricing shall include all costs including tools, expendables, small materials packages, and transportation or other trip charges. Fuel surcharges and/or travel charges will **not** be allowed.

- 1. **Inspect and tag extinguishers (Price includes inspection, tag seal and pin seal)**

\$/each = \$

- 2. **Replacement extinguishers, type ABC 10# (Describe the make and model of extinguisher)**

\$/each = \$

- 3. **Replacement extinguishers, type ABC 5# (Describe the make and model of extinguisher)**

\$/each = \$

- 4. **10# dry chemical recharge**

\$/each = \$

- 5. **5# dry chemical recharge**

\$/each = \$

- 6. **Dry chemical hydrostatic test**

\$/each = \$

- 7. **CO2 hydrostatic test**

\$/each = \$

Appendix D1 – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in RFP Section 1.2, with more detail in RFP Appendix A. Please indicate your acceptance for each special term by "X" in the Agree or Disagree column.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in RFP Section 2.1.1.

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
	Section 2 Requirement: Modify the term and renewals set in the RFP Appendix A or exercise any renewal option without " <i>parties' mutual written agreement</i> ".			
	Term	This Agreement shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract with option for additional renewals upon the parties' mutual written agreement.		
Respondent Exception:				

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
	Section 4 Requirement: Agree to termination language other than what is provided here in Section 4.			
	Termination	The Agreement or a Services Engagement (Rider D) may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
Section 5 Requirement: Agree to termination language that does not provide clarifications concerning parties' obligation upon termination.				
	Obligations Upon Termination	Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
Section 6 Requirement: Agree to termination language that excludes option for termination for reasons of non-appropriation.				
	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.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
Section 8 Requirement:				
	Modification	This Agreement may be modified or amended only in a writing signed by both parties.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
Section 10 Requirement:				
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	Section 13 Requirement:	Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).		
	Section 13 Requirement:	Pay attorneys' fees, costs, expenses or liquidated damages		
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	Section 17 Requirement:	Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.		
	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 Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Contractor may not unilaterally change any term or condition of this Agreement.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	Section 21 Requirement:	Promise confidentiality in a manner contrary to Maine's Freedom of Access Act.		
	Confidentiality	The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	Section 13 Requirement: Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).			
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	Requirement: Decrease insurance type coverage limits. (Agreement Rider B).			
Respondent Exception:				

Appendix E – Organization Reference Form

Respondent's Organization Name: _____

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

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

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

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

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

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

Respondent's Organization Name: _____

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

Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Please indicate if your company either self identifies or holds certification as a LGBTQ+ BE, MBE, SDVBE, SBE, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged business, women-owned, minority-owned, WBE, VBE etc. If appropriate, please indicate if you hold a certification. If certified, prior to an award the University may request a copy of the certification from your company.
3. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System and Maine Community College System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
4. Financial Stability
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.