

**REQUEST FOR PROPOSALS #2024-002**  
**Consulting Services for APPA Level 3**  
**RESPONSE ADDENDUM #1**  
**September 29, 2023**

**CLARIFICATION**

**The University of Maine System Master Agreement provided in Section 4 of the RFP is a template and starting place for contract negotiations with the awarded vendor. The contract includes clauses that may not be relevant to all engagements and additional clauses may need to be added depending on the nature of the engagement. It is the University's intent to negotiate a contract with the awarded vendor that meets the needs of the Vendor and the University.**

**QUESTIONS**

**Q1: The cover page on both the RFP and Form Submission lists the date and time for the submission deadline, but the table that lists the deadline for questions only has the date. Should we assume midnight as with the RFP?**

**A1: Yes.**

**Q2: Section 3.0, 3.1, 3.1.1 states "the Respondent's name should appear on every document page," yet the Response Format states that respondents should insert pages such as the UMS Response Cover page. We follow directions, should we add the respondents name to these pages as well? And add this reference? Each Appendix must reference the section or subsection number to which it corresponds.**

**A2: It is not necessary for respondents to include their name on every page of their submission as stated in section 3.1.1. Respondents must provide all the requested information in the Submission Form Package.**

**Q3: Is the Gordian report available? We are familiar with their reports, but there is variety. If the report is not available, could we get any information such as date and what the report included?**

**A3: Yes the Gordian report has been posted to our website as RFP 2024-002 Attachment A. <https://www.maine.edu/strategic-procurement/upcoming-bids/>**

**Q4: As to insurance requirements, it is stated that Cyber is required if PII or PHI is stored on respondent's computers. Since that will not be the case, should we still obtain a Cyber rider?**

**A4: Cyber Liability insurance is not required if PII or PHI is not stored on systems managed by the provider.**

**Q5:** As to Worker's Comp, Maine law seems to be like most in that a proprietorship with no employees is exempt from Worker's Comp. Can we just assume that we follow Maine law?

**A5:** [Yes.](#)

**Q6:** We are a little perplexed by the cost spreadsheet. We have done four large, very similar projects for the last four years, know exactly what it takes and prefer to give one, all-inclusive price for the assessment, billable upon acceptance of the deliverables. We can easily complete the hourly estimates but see no place to include travel, incidentals, printing, proofreading costs, etc. Can we include these costs in the hourly rates? Or have a single line item or two that groups these?

**A6:** [Please include other expenses in the rows at the bottom of Exhibit 1 \(table 1\) in Section 2 of the Submission Form Package. Feel free to add rows to the table if needed. The University is requesting a Grand Total as a part of the cost response in Section 2 of the Submission Form Package. The additional information will help the University understand how the Grand Total cost is generated.](#)

**Q7:** The four-to-eight-month time frame is adequate, if NTP is received in November, completion by April is achievable assuming the University responds to data requests in a timely manner. Is there any deadline such as a board meeting that respondents should know about?

**A7:** [We don't have external deadlines however we would like to receive the report by April 2024 to meet internal deadlines.](#)

**Q8:** The RFP asks for a comprehensive report as deliverable, is there a specific number of printed copies desired or can the report be high quality PDF?

**A8:** [A high quality PDF is preferred.](#)

**Q9:** Should the study include the University of Maine at Machias and the University of Maine Graduate and Professional Center campuses and staff?

**A9:** [The study should include the University of Maine at Machias but not the University of Maine Graduate and Professional Center. The studies for the University of Maine and the University of Maine at Machias should be delineated.](#)

**Q10:** The APPA organization has promulgated operational service levels in three categories: Maintenance, Cleanliness, and Grounds Operations & Maintenance. Is it the intention of the University for all three categories to be addressed by this project, or is the focus exclusively on the Maintenance category? Can the University please clarify?

**[A10: Yes, we do want to address all three categories through this engagement.](#)**

**Q11:** APPA Service Level 3 standards are considered atypical of the standards we would expect as the goals for College and University facilities & grounds in the peer group ascribed to the University of Maine System. For Maintenance and Cleanliness, the goals are often APPA Service Level 2. Can the University please verify APPA Level 3 is the desired service standard.

**[A11: The minimum we would like to achieve through this process is APPA level 3. We would like to achieve higher levels of APPA if possible.](#)**

**Q12:** RFP Section 1.1.2 Background refers to “six universities”, “10 campuses”, and “numerous centers”. However, there is no apparent description of the full scope of the facilities inventory to be reviewed by this project. Can the University list the specific campuses to be addressed by this project, with a listing of numbers of buildings and gross square footage of each campus to be included?

**[A12: The campuses which should be included are the University of Maine located in Orono and the University of Maine at Machias. Here is a link to where you can find some of the information about buildings and gross square footage for the University of Maine. <https://umaine.edu/ofm/home/campus-overview/> The University of Maine at Machias has 11 buildings on campus totaling 294,000 square feet. Here is a link to where you can find additional information about UMM: <https://machias.edu/about-umm/umm-facts/>](#)**

**Q13:** If the project is also intended to address Grounds Operations & Maintenance, can the acreage of each campus be listed?

**[A13: See the information included above.](#)**

**Q14:** RFP Section 1.1.4 Specifications Scope of Work: uses terminology “Renewal” which implies evaluation and analysis of Capital Improvement Programs including retirement of accumulated deferred maintenance. On this subject, Attachment-A (Gordian Report) states that “for the last 8 years ... [the University] has added an estimated \$100M to the Asset Reinvestment backlog over that span? Can additional clarification be offered for the intended scope for Capital Improvement Program review and retirement of accumulated deferred maintenance? For example, can the University clarify the full amount of accumulated backlog, the intended amount of that backlog which is expected to be retired, and the time frame for that retirement?

**[A14: Capital Improvement Programs are not a part of the Scope of Work of this RFP. This scope of work focuses on the maintenance and operations analysis portions of the Gordian Report.](#)**

**Q15:** Can the University provide descriptions of the current staffing models used at the project campuses. For example, are they Internal services teams, External service providers, or a Blended/Hybrid approach? What are the Service Contracts currently employed at the Campuses?

**A15:** Both UM and UMM have internal services however we do outsource some specialty services. We have a significant number of service contracts for specialty trades and required safety inspections. We use a blended/hybrid approach.

**Q16:** Are Operations & Maintenance staff at any of the campuses included in this project part of collective bargaining units? If so, which campuses and what Union(s)?

**A16:** Yes, we have collective bargaining units. Those include Teamsters, COLT, FOP, and UMPSA. We also have unrepresented employees and student temporary employees.

**Q17:** RFP Section 1.2.9. Employees stipulates that the Contractor “employ only competent and satisfactory personnel”. Our firm is a collective of collaborative partners (not employees). Can the University clarify if this consulting model is viewed as acceptable?

**A17:** Yes, this is acceptable.

**Q18:** RFP Section 3.1.3 Brief Response identifies a section of the document “Response to Questions” that RFP respondents are required to address in the proposal submission. That section does not appear to exist. We do, however, acknowledge document 03-2024-002-RFP-FT-RFP-SubmissionFormPackage, with its various sections, including Section 4 - Response to Questions. Can the University clarify if this Submission Form Package includes the specific questions that shall be addressed?

**A18:** The Submission Form Package includes all the questions and requested information that respondents need to respond to.

**Q19:** RFP Section 3.1.4 Additional Attachments Prohibited is interpreted to contradict information to Section 3.1.1. which permits “Appendices”. Can the University clarify the difference between “Appendices” and “Attachments”, indicating which may be acceptable and the form(s) they must follow?

**A19:** Respondents should fill out and submit all information requested in the Submission Form Package document. Section 3.1.4 prohibits any additional attachments beyond the Submission Form Package.

**Q20: RFP PERFORMANCE TERMS AND CONDITIONS, Item 3 – Campus Visits:** This section of the TERMS AND CONDITIONS makes reference to “as needed” campus visits. It is expected the proposal will stipulate the number and approximate timing of campus visits by the consultants. These would be the proposed “as needed” campus visits. Other campus visits that may be requested by the University would be considered beyond the scope of this project. Can the University clarify that this understanding meets the intent of this section?

**A20:** Respondents can indicate the number of in-person visits to the campus they will make in their proposal and this can be defined in the resulting contract. If the University requests visits in addition to the contracted amount, the scope and cost would need to be agreed to by both parties and we would likely use a contract amendment to make that change.

**Q21: RFP PERFORMANCE TERMS AND CONDITIONS, Item 4 – Toll Free Access:** This aspect of the TERMS AND CONDITIONS would not appear to be relevant to this project. Can the University clarify its needs and intent?

**A21:** We agree this item isn't relevant and could be removed from the resulting contract. The University will negotiate specific terms and conditions with the awarded vendor that meet the needs of the engagement for both parties.

**Q22: RFP PERFORMANCE TERMS AND CONDITIONS, Item 5 - Accessibility:** This aspect of the TERMS AND CONDITIONS would not appear to be relevant to this project. Can the University clarify its needs and intent?

**A22:** We agree this item isn't relevant and could be removed from the resulting contract. The University will negotiate specific terms and conditions with the awarded vendor that meet the needs of the engagement for both parties.

**Q23: RFP Rider A-1 Pricing:** It appears the form provided is geared primarily to listings of “positions” with “hourly rates”. Professional Services typically include a variety of other project expenses, such as travel, meals, accommodations, insurance, and reproduction. Can the University please clarify how these “other expenses” are to be itemized and inserted into the form provided?

**A23:** Please include other expenses in the rows at the bottom of Exhibit 1 (table 1). Feel free to add rows to the table if needed.

**Q24: RFP Rider A-1 Pricing:** It appears the University is requesting only an “hourly rate” proposal with no provision for Firm Fixed Price. There are many approaches for developing the fee and reducing risk to the University that the consultant can provide. Can the University please clarify that only “hourly Rate” proposals will be acceptable?

[A24: Rider A-1 is a part of the contract that will be negotiated with the awarded vendor. Respondents should complete all of Section 2 of the Submission Form Package where hourly rates and grand totals for the project are requested.](#)

**Q25: RFP Rider B-1 Insurance Requirements:** In our experience, actual Professional Liability is incurred when there is action taken that could have the assumption of risk to the University. Since this is not normally the case with studies and/or reports, many owners feel the payment of Professional Liability premiums is not warranted. Can the University affirm its need for Professional Liability Insurance for this project? If desired, may the cost for this item be quoted as an “optional additional fee”?

[A25: It is fine to quote this as an additional expense in Section 2.](#)

**Q26: RFP Rider C Standards for Safeguarding Information, Item 3:** Our firm is a collective of collaborative partners (not employees). Because of this business model, we will require a waiver of this requirement in order to share University Data with non-employee collaborating partners of REDACTED. Can the University advise if this request will be acceptable?

[A26: Rider C addresses the Contractor’s responsibility for safeguarding Protected University Data. We believe that it is highly unlikely that the information the University shares with the awarded vendor would include Protected University Data.](#)

**Q27: Maine\_RFP-2024-002-Attachment-A (Gordian Report)** is acknowledged. Can the University confirm that this report is the same as mentioned within the RFP? Are there other reports that will be made available to the project consultants?

[A27: Yes, Attachment A is the referenced Gordian Report. There will be additional information shared with the awarded respondent.](#)

**Q28: Maine\_RFP-2024-002-Attachment-A (Gordian Report)** includes no references to APPA Service Levels. Can the University clarify if there are other reports or assessments that will be provided to the consultants which document currently existing APPA Service Levels? Does the University expect or intend for the consultants of this project to perform an assessment activity to estimate currently existing APPA Service Levels?

[A28: Yes, we will provide additional reports and assessments which will help the awarded vendor understand the current APPA Service Level at the University. Yes, we expect the awarded vendor to perform an assessment to understand existing APPA Service Levels.](#)

**Q29: Maine\_RFP-2024-002-Attachment-A (Gordian Report)** includes crossed out data without explanation (Pages 38 & 39). Can the University clarify if this data should be considered or not?

[A29: The data on these pages should be considered. The slash mark was used as an internal comment for a presentation.](#)

**Q30:** Does the University expect or intend for the Gordian Company to be a respondent to this RFP?

[A30: The University has no expectation or intention for the Gordian Company to be a respondent. This is a public solicitation, so any qualified vendor is able to respond.](#)

**Q31:** Can the University clarify the expected role (if any) of the Gordian Company in this project?

[A31: See above.](#)

**Q32:** After the University's receipt and response to RFP questions, will the University consider any revisions to the stated Deadline for Proposal Submission?

[A32: No. We don't believe that our responses materially change the request. It is the University's intention to stay with the current timeline provided in section 1.3.1.](#)