

UNIVERSITY OF MAINE SYSTEM ON CALL SERVICES MASTER AGREEMENT

This On Call Services Master Agreement ("Agreement" or "Master Agreement") entered into this **12th** day of **December, 2025**, 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 D – Services Engagement Form

Agreement Amendments as required

Request for Proposal #2026-040 Issue Date November 18, 2025 Titled On-Call / As Needed Services Mechanical & Equipment Services

Contractor's Bid in Response to Request for Proposal #2026-040 Proposal Submission Date December 10, 2025 Titled On-Call / As Needed Mechanical & Equipment Services

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 December 12, 2025 and shall terminate on June 30, 2030, unless terminated earlier as provided in this Agreement with option for additional five (5) year renewal 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:** Campus Facility Directors 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

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](tel:207-581-2695)
Fax: [207-581-2698](tel: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 D** – Services Engagement Form
- F. **Agreement Amendments** as required
- G. **Request for Proposal #2026-040** Issue Date November 18, 2025 Titled On-Call / As Needed Services Mechanical & Equipment Services
- H. **Contractor's Bid in Response to Request for Proposal #2026-040** Proposal Submission Date December 10, 2025 Titled On-Call / As Needed Mechanical & Equipment Services

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. **Wage Rates.** The University shall compensate the Contractor on a per-project or per-service basis for actual labor, equipment, and material costs incurred under this Contract. Payment for any individual installation project shall not exceed Fifty Thousand Dollars (\$50,000.00). Any individual installation project with a value of \$50,000.00 or more shall require the application of State of Maine wage rates.

29. **Time is of the Essence.** T2 will work with the University of Maine System to plan the installation dates for this project. All delivery and installation of supplies, materials or equipment shall be mutually agreed upon by both Customer and T2 as specified in Master Agreement Rider E.

30. **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.

31. 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.

32. 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.
33. **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.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.
39. **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.
40. **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 associated with re-keying designated locations.

41. **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.
42. **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.
43. **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.
44. **Materials.** Materials required to be furnished by the Contractor shall be new and shall be covered by manufacturer's warranty.
45. **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.
46. **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 Chief Procurement Officer, 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: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or 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 mechanical & equipment services. This Agreement covers the following trade services:

TRADE GROUP	TRADE DESCRIPTION
MECHANICAL & EQUIPMENT SERVICES	
B-1	Mechanical Services, Gas & Oil Boiler (Residential & Commercial)
B-2	Mechanical Services, HVAC
B-3	Refrigeration Services
B-4	Food Equipment Repair Services
B-5	Air Compression Technician Services
B-6	Life Safety Services
B-7	Generator Technician Services
B-8	Radio Technician Services

<<The University will modify the table above to include only the trades the Contractor responded and received an award>>

All work under each Trade is limited to individual projects that do not exceed \$50,000. The University will solicit bids for individual projects that are estimated to exceed a total cost of \$50,000.

All Contractors awarded by Trade will be on an “as needed” basis.

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 32**.
- C. <<As required the University will insert trade experience and requirements from RFP Section 1.1.4 here>>

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	
University of Maine School of Law	Portland Maine, Campus	
State of Maine	Androscoggin County	
State of Maine	Aroostook County	
State of Maine	Cumberland County	
State of Maine	Franklin County	
State of Maine	Hancock County	
State of Maine	Kennebec County	
State of Maine	Knox County	
State of Maine	Lincoln County	
State of Maine	Oxford County	
State of Maine	Penobscot County	
State of Maine	Piscataquis County	
State of Maine	Sagadahoc County	
State of Maine	Somerset County	
State of Maine	Waldo County	
State of Maine	Washington County	
State of Maine	York County	

Hours Supported – (Non-Emergency)

Hours Supported (Non-Emergency)

Hours Supported – (Emergency)

Hours Supported (Emergency)

Emergency Contact Number: _____

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, unless otherwise agreed to by the Parties by written amendment and signed by both parties.

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 Facility Services to ensure proper communication and sharing of information related to customer projects.
4. **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 A-1 PRICING

Table A - Labor & Travel Rates

Trade	Trade Description	Position Title	Labor Hourly Rates		Travel Rates	
			Regular Hours	Overtime / Weekend / Holiday Hours	Travel for Non-Emergency Call-Ins	Travel for Emergency Call-Ins
B-1	Mechanical Services, Gas & Oil Boiler (Residential & Commercial)					
B-2	Mechanical Services, HVAC					
B-3	Refrigeration Services					
B-4	Food Equipment Repair Services					
B-5	Air Compression Technician Services					
A-6	Life Safety Services					
B-7	Generator Technician Services					
B-8	Radio Technician Services					

Table B – Mark Up Rates

Rate Description	University Instructions		% Markup
Cost Plus	Contractor markup on invoice costs for supplies / equipment used in conjunction with this Agreement.	Markup % of Contractor's Cost	

Table C – Equipment Operator

Trade	Trade Description	Specify Type of Equipment Required Per Trade	Rate
As applicable for supporting trades listed in Table A			
			\$0.00 per day
			\$0.00 per day
			\$0.00 per hour

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 D
SERVICES ENGAGEMENT FORM**

Services Engagement to Agreement for Services

University of Maine System Agreement # _____ **Agreement Date:** _____

University of Maine System PO# _____

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: _____