

**REQUEST FOR PROPOSALS**  
**ON-CALL SERVICES FOR GENERAL FACILITIES & MECHANICAL MAINTENANCE**  
**RFP #OFM20-21**

April 10, 2021

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1.0 GENERAL INFORMATION

- 1.1 Definitions. The University of Maine will hereinafter be referred to as the “University.” Respondents to the Request for Proposals (RFP) shall be referred to as “Respondent” or “Respondent(s).”

The Respondent to whom the contract is awarded shall be referred to as the “Contractor.” Further Contractor shall be understood to include all employees of the Contractor assigned to perform work under the Contract.

The University of Maine System and other components of the University shall be referred to as “Multi-Institutional.”

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

Maine’s largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 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 the following seven universities: University of Maine (UMaine); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

- 1.3 Purpose. The University of Maine System, acting through the University of Maine (University), is seeking proposals to provide labor, equipment and materials pricing for services listed in Article 1.4, which may include construction, for projects less than \$50,000.00. This RFP provides instructions for submitting proposals, the specifications of the work, the procedure and criteria by which Respondents may be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review 1.4 Scope of Work of this RFP to see the full Scope of Services/Products required for the service being requested.

It is the University’s intent to establish open contracts with Respondents who have the specified experience, qualifications, staff, training, and equipment necessary to perform the work. A single Respondent may receive awards for one or more of the areas listed. However only one contract is expected to be awarded for each of the areas listed.

A Contract award is not a guarantee of work. Contracts shall cover the actual needs of the University as determined by the Office of Facilities Management.

- 1.4 **Scope of Work.** The University is seeking proposals for services in the areas listed below. Work will be on an as-called basis. The shop manager or designee responsible for overseeing the service will initiate the call and represent the University accordingly. Both planned and unplanned maintenance work will be covered by the Contract. Services are normally scheduled during regular business hours but may be needed on an emergency basis after hours and on weekends and holidays. Upon request, Contractors may be required to provide materials to perform the work.

1.4.1 **Acoustic Ceiling Repair & Installation (Trade A).** Contractor shall remove and properly dispose of any existing tiles, grid or materials that would prevent proper installation of new acoustical ceiling or panels.

- .1 Experience: Contractor shall have a minimum of three (3) years' experience in the removal, repair and installation of acoustic ceilings and panels.
- .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.
- .3 Contractor must be able to provide, at no charge, all tools and equipment including, but not limited to, protective equipment, power and hand tools and related accessories, ladders, staging, appropriate motor vehicle(s) and safety equipment and signage. In most cases the University will provide materials, however the University may require the Contractor to provide materials. When materials are provided by the Contractor the University will be billed on a firm cost plus fixed markup. The University's Department of Facilities Management will determine when scheduling the work project if materials will be provided by the University or Contractor. The Contractor is required to pick up all materials and supplies at the designated location determined by the University's Department of Facilities Management for materials provided by the University.

1.4.2 **Caulking Repair & Pipe Penetrations Services (Trade B).** Services shall be to perform caulking repairs and pipe penetrations services as necessary.

- .1 Types of work shall include, but not be limited to, repairs of interior and exterior wall cracks, penetrations, and infiltrations, sealing wall joints, patching ceilings around exhaust fans and pipe penetrations, and injecting ceiling wall joints in transformer vaults on masonry structures, pipes and other building structures.
- .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.

1.4.3 **Electrical Services (Trade C).** Services shall be required for working on electrical components up to 600 volts that include, but are not limited to, step down transformers, service entrance panels, sub panels, fuses, breakers/control circuits, and related wiring, lighting, ballast, outlets/receptacles, working with conduit, PVC, and related piping, digital controls, electric/pneumatic controls, and actuators, and generator related switch gear. Trouble shooting, repairing and/or replacing electric motors and speed drives may also be required.

- .1 Licenses: Contractor shall have the following required licenses:
  - a. Electrical Company – state of Maine Master Electrician license.
  - b. On-Site Supervisor – state of Maine Master Electrician license and a minimum of three (3) years' experience as a Master Electrician.
- .2 Experience: Contractor's employees providing service must possess previous experience and appropriate licensing (Journeyman or higher), with three–five (3-5) years of experience preferred.
- .3 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.
- .4 High Voltage: Contractor shall indicate in the response its capacity to perform electrical work for components over 600 volts that include, but are not limited to, transformers, electrical vaults, related switch gear, overhead and underground distribution lines, and generator switch gear.

**1.4.4 Fire Alarm Installation, Programming & Repair Services (Trade D).**

- .1 Certifications: IMSA Niesart certification is required which may be either a company certification or an individual certification. If an individual certification is used, the individual certified must be the person providing service under the Contract. NRPA certification is also required. Bidders must indicate certifications as part of the response to the RFB.
- .2 Experience: Contractor's employees providing service must have five (5) years of institutional or higher education technical experience which includes systems for classroom buildings, laboratories, dormitories, dining commons, athletic facilities, libraries, archival buildings or units, and police facilities. Bidders must also have experience with a variety of systems, including but not limited to, Edwards, Gamewell-FCI, E3, Notifier, and Digitize. Experience with Symplex-Grinnel is also desirable. Indicate in submission experience servicing, programming, and installation the above systems. A separate Contract may be awarded for work on Symplex-Grinnel systems.
- .3 Fire Watch: Contractor shall be responsible for providing fire watch as necessary.
- .4 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to emergency and routine requests. Indicate in the response the number of employees in the Contractor's own workforce and how the Contractor intends to meet the response requirement.
- .5 Response time: Contractor shall be required to respond and be on site within six (6) hours of contact for emergency requests with a preference given for a two (2) hour response time.

**1.4.5 Hood Suppression System Inspection & Repair Services (Trade E).** Services shall include inspecting and repairing hood suppression systems in campus classroom and research areas, and campus dining and athletic facilities, as well as at University satellite locations. Inspections shall be on a semi-annual or annual basis as required by federal, state and local rules and regulations. Systems include wet, dry and pre-action types in the majority of campus buildings and satellite locations.

- .1 Contractor must be capable of providing the necessary technical personnel from its own work force to respond to emergency and routine requests. Indicate in the response the number of employees in the Contractor's own workforce and how the Contractor intends to meet the response requirement.
- .2 Contractor shall perform repairs and provide and install replacement components as needed.
- .3 Contractor shall perform six (6) and twelve (12) year mandated system inspections and recharges as required and as directed by Facilities Management.

**1.4.6 Sheet Metal Fabrication Services (Trade F).** Services shall be to provide sheet metal fabrication services which include, but are not limited to, cutting, bending and forming parts, demolishing, repairing, and replacing ductwork, exhaust fans and fume hoods, grille covers, diffusers, dampers, drip pans, vent stacks, VAV boxes, etc. Services may also involve roof flashings.

1. Certification: The University prefers, but is not requiring, the awarded sheet metal fabrication company to possess a state of Maine certification in Sheet Metal and Metal Fabrication.
- .2 Experience: Contractor's employees providing service must have previous experience performing sheet metal fabrication, with three-five (3-5) years of experience preferred.
- .3 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.

**1.4.7 Structural & Pipe Welding Services (Trade G).** 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.

**1.4.8 Thermal System Insulation Services (Trade H).** Services shall be to provide pipe insulation removal and installation services. Services do not include removal of asbestos containing material.

- .1 Experience: Contractor's employees providing service must have five (5) years of experience insulating pipe in commercial and/or industrial facilities, including underground steam piping and steam pit piping, along with familiarity with valve blankets. Contractor's employees must also possess experience working in public ways and understand the safety precautions and equipment needed in these areas.
- .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.
- .3 Insulation types: Contractor's employees providing service shall be familiar with removing and installing foam glass insulation, fiberglass insulation (duct insulation and piping insulation) and block insulation (non-asbestos).

**1.5 Performance Terms and Conditions.**

1.5.1 Experience. To be qualified for a specific trade, the Contractor shall have been in business for a minimum of the last three (3) consecutive years performing the work specified in this RFP.

1.5.2 Response Time. Unless otherwise provided for in the RFP for a services trade, Contractor shall have qualified personnel on site within two (2) hours of notification for emergency service requirements and within two (2) business days for scheduled or non-emergency work.

**1.5.3 Employees.**

- .1 All persons employed to perform the services under the Contract shall be employees of the Contractor and shall be well-trained in the service trade for which the Contractor has been awarded the Contract, including the use of equipment. The Contractor shall abide by all federal, state and local laws, rules and regulations. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. No person shall be allowed on the property who is not directly involved in the performance of the work. If the shop manager or designee notifies the Contractor in writing that any person employed in providing services under the Contract is incompetent, disorderly or otherwise unsatisfactory, such person shall not again be employed in the execution of the Contract Work without the written consent of the University's Executive Director of Facilities & Capital Management Services or authorized designee.
- .2 All employees must be currently licensed or certified in their respective field or trade area if applicable. If requested by the University, the Contractor shall provide evidence of such licensure. Refer to Section 1.4 for additional requirements specific to individual service trades.
- .3 All employees assigned to perform work under the service trade shall have prior experience performing the specified trade work. Refer to Section 1.4 for additional requirements specific to individual service trades.
- .4 Security. The safety and well-being of students, staff and visitors is of particular importance to the University. The Contractor shall take reasonable precautions to protect the University's students, staff and visitors. Reasonable precautions for work that involves sensitive functions or areas (e.g. unsupervised access to minors or access to security sensitive data) may require the Contractor to pay to conduct criminal history checks on employees or subcontractors.
- .5 Employee Identification. When working on University property, all Contractor employees shall wear a clearly displayed photo identification badge or uniform showing the name of the employee and company represented. Identification badges must be provided by the Contractor at the Contractor's expense. Badges must be worn but need not be clearly displayed when protective clothing or respiratory protection is required.

1.5.4 Non-discrimination and Workplace Safety. The Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. The Contractor shall provide all personal protective equipment (PPE) required by law for the service trade for which the Contractor has been awarded the Contract. Any violations of applicable laws, rules and regulations may result in termination of the Contract.

1.5.5 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 Contract. The Contractor shall assume total liability for any damage to buildings, grounds, surfaces, etc., or other property including vehicles, resulting from negligence of the Contractor or the Contractor's employees, or anyone working under the Contractor, 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 affected by the lost keys.

1.5.6 Environmental Protection. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the University and applicable government agency. Any required Safety Data Sheets (SDS) 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 required by law. A violation of applicable laws, rules or regulations may result in termination of the Contract.

1.5.7 Equipment and Supplies. All equipment, tools and supplies required to carry out operations within the scope of the Contract service trade shall be provided 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 standard safety requirements. University equipment and tools shall not be available for use by the Contractor.

.1 Unless otherwise provided for in this solicitation, the name of a certain brand, make or manufacturer does not restrict Respondents to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which the University, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. It is the Respondent's responsibility to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring the proposal non-responsive. Unless the Respondent clearly indicates in Respondent's proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name products referenced in the solicitation.

1.5.8 Materials. Materials required to be supplied by the Contractor shall be new and shall be covered by manufacturer's warranty.

1.5.9 Property Damage. The Contractor shall be responsible for all costs associated with the repair of property damage occurring from the performance of the work under the Contract. Damaged property shall be restored to its original condition. The University requires the use of either rubber mats or plywood protection when tracked equipment is working on paved surfaces, to include loading and unloading of equipment.



1.5.10 Communications. The Contractor shall provide the shop manager or authorized designee with the names, addresses and phone numbers of contact persons who will be available 24 hours per day, 7 days per week to coordinate routine or emergency services.

1.5.11 Parking Regulations and Use of Walkways. The Contractor's vehicles and those of their employees working on campus must be registered with the University's Police Department. Unregistered vehicles on the University campus are subject to parking violation tickets and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of the regulations can be obtained by calling 207-581-4047.

1.5.12 Payments. Payment will be processed upon submittal and approval of an invoice for payment to University of Maine, Office of Facilities Management, 5765 Service Building, Orono ME 04469-5765 by the Contractor. Payment will be on a Net 30 basis unless discount terms are offered. Invoices must include the total number of hours worked, date(s) worked, the work order number associated with the work, the building being serviced, and other data as requested by the University. The invoice shall include the number of hours and price per hour of labor hours, and a breakdown of materials and equipment being charged.

The University uses several, preferred methods of payment, including Bank of America's ePayables and PayMode electronic payment systems. Bidders must indicate the ability to accept payment via any or all of these methods.

1.5.13 Project Quotes. All individual projects shall require a written, detailed, not-to-exceed time and materials quote prior to the commencement of the work. The quotes shall include a breakdown of the skill level and hourly cost of workers proposed, number of labor hours proposed and cost of materials required for the work. A Notice to Proceed (NTP), as appropriate, authorizing the work will be generated by the University based on the quote or estimate and sent to the Contractor. Work may commence upon execution of the NTP.

## 2.0 GENERAL TERMS AND CONDITIONS

2.1 Contract Administration. The Executive Director of Facilities & Capital Management Services, or an authorized designee, shall be responsible for administering and managing the day-to-day operations and specifications of the Contract. The Executive Director, or an authorized designee, shall have the authority to stop any job activities if they are not being performed in accordance with applicable regulations or guidelines or the requirements of the Contract.

2.2 Contract Documents. The awarded Respondent will be required to execute a contract in the form of the University of Maine System's Contractor/Consultant Agreement, a sample of which is attached as Appendix F. The Contract entered into by the parties shall consist of the Contractor/Consultant Agreement, the RFP (by reference), the awarded Respondent's submission (by reference), including all appendices or attachments and clarifications, the specifications within the RFP, including all modifications thereof, which shall be referred to collectively as the Contract Documents.

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

1. University of Maine System Consultant/Contractor Agreement.
2. Agreement Riders as required.
3. Contract Amendments/Modifications (as required).
4. The University's RFP.
5. Respondent's Submission.

2.3 Contract Term. The initial Contract term shall be for a period of no more than one (1) year commencing upon July 1, 2021 and concluding on June 30, 2022. Quoted pricing for labor, equipment, materials, and material discounts shall be firm for the initial term. With mutual written agreement of the parties, the Contract may be extended for up to four (4) additional one (1) year periods. The right is reserved to extend the Contract beyond the Contract Term if this is deemed to be in the best interest of the University.

- 2.4 Contract Modification and Amendment. The parties may adjust the specific terms of the Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be submitted in writing to the Office of Facilities Management's shop manager for consideration. Any agreed upon modification or amendment must be in writing and signed by both parties.

**As part of the submission, Respondent(s) shall make an explicit statement accepting as-is the University's standard Terms and Conditions of service as provided herein and as provided in the Contractor/Consultant Agreement.**

It shall be noted the University, due to its public nature, will not:

- a. Provide any defense; or hold harmless or indemnify beyond the limits and provisions of the Maine Tort Claims Act;
- 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.

- 2.5 Contract Understanding. By submitting a response to the Request for Proposal, bid or other offer to do business with the University Respondent understands and agrees that:

2.5.1 The above Agreement provisions (Section 2.4) will not be modified and are thereby incorporated into any agreement entered into between University and Respondent; that such terms and conditions shall control in the event of any conflict with such agreement; and that Respondent will not propose or demand any contrary terms.

2.5.2 The above Agreement provisions (Section 2.4) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary.

2.5.3 Respondent 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.

2.5.4 Respondent will identify at the time of submission which, if any, portion of its 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 no portions are so exempt; and that Respondent 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 Respondent's submitted materials and/or contract, if any, executed between UMS and Respondent.

- 2.6 Cancellation/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 Contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel the Contract with written notice as provided in the Contract terms.

Except for such cancellation for cause by the University, either the University or the Contractor may terminate the Contract by giving ten (10) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

- 2.7 Contract Value. Award is not a guarantee of work (Section 1.4). The value specified in Section 1.3 (less than \$50,000.00) shall be less than \$50,000.00 per project. The Contract shall cover the actual needs of the University throughout the term of the Contract which may result in a total cost per year in excess of \$50,000.00 for multiple projects. Pricing shall be firm for a minimum of one (1) year from the effective date of the Contract. After this period, notification of price increases must be furnished in writing to the Contract Administrator for approval. The University reserves the right to rebid the Contract if price changes are not acceptable.

Materials shall be on a Cost Plus basis and shall be firm for the term of the Contract and any/all subsequent renewal(s) of the Contract.

- 2.8 Contract Validity. In the event one or more clauses of the Contract are declared invalid, void, unenforceable, or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.9 Non-Waiver of Defaults. Any failure of the University to enforce or require the strict keeping and performance of any of the Terms and Conditions of the Contract shall not constitute a waiver of such terms, conditions or rights.
- 2.10 Clarification of Responsibilities. If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the University's Office of Facilities Management prior to deviating from the terms of the Contract.
- 2.11 Dispute Resolution/Litigation. The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of the Contract, shall be instituted in a state court in the state of Maine.
- 2.12 Indemnification. The Contractor agrees to the indemnification requirements as outlined in the indemnification article of the Contract, a sample of which is provided with this RFP (Appendix F).
- 2.13 Assignment. Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.14 Equal Opportunity. In complying with the letter and spirit of applicable laws and pursuing its own goal of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, ancestry, age, disability, genetic information, or veterans status in employment, education and all other areas of the University System. The University provides reasonable accommodations to qualified individuals with disabilities upon request. The contractors, subcontractors and product suppliers submitting on this RFP must subscribe and adhere to same.
- 2.15 Sexual Harassment. The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of the Contract without advance notice. Further information regarding this policy is available from the Director of Equal Opportunity, North Stevens Hall, 207-581-1226.
- 2.16 Contractor's Liability Insurance. During the term of the Contract agreement, the Contractor shall maintain the required insurance types and limits as described in the Contract, a sample of which is provided with this RFP (Appendix G).

- 2.17 Tobacco Free Policy. The University of Maine is a tobacco free campus. Compliance with the tobacco free policy is mandatory. This Section serves as notification to Respondents and Contractors of the policy and provides the parameters of compliance enforcement. Contractor shall be responsible for notifying its workers and subcontractors regarding the policy and for enforcement of the policy with same. Noncompliance will be managed as follows:

2.17.1 First offense – counseling of contractor employee.

2.17.2 Section offense – contractor employee removed from campus for the remainder of the Work.

Additional information regarding the tobacco free policy is located at:  
<https://umaine.edu/hr/umaine-policies/>

- 2.18 Independent Contractor. Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the System.
- 2.19 Force Majeure. The Contractor shall not be held liable if the failure to perform under the Contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.
- 2.20 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 of Maine policies and procedures, for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine 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 other campus visitors, and comply with any applicable laws, rules or regulations relating to safety of people and property.

Prior to the commencement 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 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 shop manager or designee, Safety Data Sheets (SDS) on all hazardous materials to be used in the operation. The shop manager or designee 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 submission 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 shop manager or designee for work performed prior to the start of each phase of work. The Site Specific Work Practice and Safety Plan shall include:

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

2.21 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 shop manager or designee who will notify the Associate Director. The Associate Director will then contact the Asbestos & 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 shop manager or designee, who will then direct the Contractor.

2.22 Lockout and Tagout of Electrical Equipment. The Contractor shall adhere to the Occupational Health and Safety 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.

2.23 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:

2.23.1 Elements, including the hazards identified and the University's experience with the space, that make the space in question a permit-required confined space.

2.23.2 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.

2.23.3 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.

2.23.4 Contractor shall provide or perform the following prior to entry into a permit-required confined space:

- .1 Contractor shall inform the shop manager or designee 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.

- .2 Contractor shall obtain any available information regarding permit-required space hazards and entry operations from the University.

- 2.24 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 contract limits an orderly and clean area and to promptly remove 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 and shall comply with the most recently published National Fire Protection Association Life Safety Code (NFPA 101) and applicable University of Maine policies and procedures for the duration of the Contract. The University shall inform the Contractor of the applicable University of Maine 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.

- 2.25 Accident/Injury Notification. The shop manager or designee 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 Contract.
- 2.26 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.
- 2.27 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.
- 2.28 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.
- 2.29 Pricing. Quoted prices shall be all inclusive. Included, but not limited to in the pricing, shall be transportation and trip charges, tools, expendables and small materials packages. Because these charges are included in the quoted prices, travel time shall not be charged. All hourly rates begin when work commences on site. Pricing shall be firm for the first year of the contract. Any price changes for subsequent contract renewals shall be submitted in writing to the Contract Administrator sixty (60) days prior to the expiration date. Fuel surcharges will not be allowed.
- 2.30 Mobilization/Demobilization. Respondents shall provide a firm, fixed total price for mobilization/demobilization. If eight (8) continuous work hours are requested by the University, the University shall not pay any mobilization/demobilization fees. In the event less than eight (8) hours of work are required by the University, the University shall have the option to either pay for a minimum of eight (8) hours or pay the hourly rate plus any mobilization/demobilization charge, whichever is less. Mobilization/demobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, Contractor scheduling conflicts, or other occurrences beyond the control of the University will count as one event. Contractor shall propose a firm fixed total price for mobilization/demobilization.

### 3.0 SUBMISSION AND SELECTION PROCESS

- 3.1 Submission and Award Schedule. The process schedule is **anticipated** to be as follows:

Submission Stage	Date
RFP advertised/posted	start, Saturday, April 10, 2021
Deadline for Questions, due no later than 4:00pm	Friday, April 16, 2021
Response to Questions, due no later than 4:00pm	Wednesday, April 21, 2021
<b>Qualifications submissions due no later than 4:00pm</b>	<b>Wednesday, April 28, 2021</b>
Notification of awarded and non-awarded Respondents	week of May 10, 2021

- 3.2 Communication with the University. It is the responsibility of the Respondent to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify this RFP in a substantial manner, will be posted by addenda through the Office of Facilities Management's website ([www.umaine.edu/ofm/contractors/advertisements](http://www.umaine.edu/ofm/contractors/advertisements)). The University will not be bound by oral responses to inquiries or written responses other than addenda. Please direct all inquiries in writing to:

Saundra Binette, Administrative Supervisor  
University of Maine  
Office of Facilities Management  
[Saundra.binette@maine.edu](mailto:Saundra.binette@maine.edu)

All written inquiries are due no later than **4:00pm** on **Friday, April 16, 2021**. The Response to Questions (RTQ) will be posted by 4:00pm on Wednesday, April 21, 2021.

If it is needed, the final addendum will be posted on Wednesday, April 21, 2021.

- 3.3 Award of Contract(s). The University will make the award on a total sum basis to the most responsive and responsible Respondent or Respondents. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations.

It is the intent of the University to award each area to one Respondent. However, the University may select up to two Respondents whom, in its sole discretion and opinion, are the most responsive and responsible and may award the Contract to those Respondents. If two Respondents are selected the Respondent with the most responsive and responsible bid will be designated the Primary Contractor (Primary). The second Respondent, if selected, will be designated the Secondary Contractor (Secondary). The Primary will be offered all the work under this Contract. If the Primary is unable to meet deadlines or refuses a project, that work will be offered to the Secondary. If the Primary is unable or unwilling to consistently provide service support as specified by the Terms and Conditions of the Contract, then the Primary will be discharged in accordance with Section 2.5, and the Secondary will be offered the Contract on a primary basis.

The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. When there are tie proposals, there shall be a preference for "in-state respondents." When tie proposals are all from in-state or out-of-state respondents, the award will be made to the submission that arrives first at the Office of Facilities Management. 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, a contract may be awarded to that Respondent without further action.

- 3.4 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.

- 3.5 Confidentiality. The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor

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 University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Respondents should clearly mark any information considered confidential and/or proprietary.

- 3.6 Costs of Preparation. Respondents assume all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 3.7 Debarment. Submission of a signed proposal in response to this Request for Proposals is certification that the Respondent (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.
- 3.8 Proposal Understanding. By submitting a proposal, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions contained herein. Any exceptions should be noted in the response.
- 3.9 Proposal Validity. Unless specified otherwise, all proposals shall be valid for at least 90 days from the due date of the response.
- 3.10 Proposal Submission. A **SIGNED** original and two (2) copies of the Proposal Form provided in this RFP must be submitted in a **sealed** envelope to:

Saundra Binette, Administrative Supervisor  
University of Maine  
Office of Facilities Management  
5765 Service Building, Room 101J  
Orono Maine 04469-5765

and received in Facilities Management by **4:00pm** on **Wednesday, April 28, 2021**. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). Respondents are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Respondents assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of a proposal in Facilities Management. In the event of suspended University operations on the day proposals are due, submissions will be accepted on the next business day the University is open. Respondents may wish to call 207-581-SNOW (7669) to learn if University operations are suspended. Additional time will not be granted to any single Respondent, however, additional time may be granted to all Respondents when the University determines circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** Proposals must be submitted in a **sealed** envelope clearly marked as follows:

Name of Respondent  
Address of Respondent  
Due Date  
RFP OFM20-21 On-Call Services for General Facilities & Mechanical Maintenance  
Trade Letter(s) \_\_\_\_\_

- 3.11 Non-Responsive Proposals: Failure to furnish adequate data for evaluation purposes or incomplete proposals may result in declaring a proposal non-responsive. The University will not consider non-responsive submissions; i.e.: those with material deficiencies, omissions, errors or inconsistencies or those that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.
- 3.12 Errors. Proposals may be withdrawn or amended by Respondents at any time prior to the proposal due date/time. After the proposal due date/time, proposals may not be amended. If a significant mistake



has been made by an apparent low respondent, the Respondent will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

- 3.13 Multi-Institutional. The 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 contract 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.

- 3.14 Evaluation Criteria. Submissions will be evaluated on criteria deemed to be in the University's best interests, including, but not limited to, the following:

Submission Requirements	Category	Points
Section 5.2, 5.3, 5.4, 5.5, 5.6, 5.8	Organization, Qualifications, Experience, and References	60
Section 5.1, 5.7	Cost Response/Pricing	40
	<b>Total Points</b>	<b>100</b>

#### 4.0 SUBMISSION INSTRUCTIONS

- 4.1 Respondent's Responsibility. Respondents shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation required by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities. Responses to each requirement in Section 5 should be in order and clearly marked with the section number to which they respond.

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together without binding.

- 4.2 Brief Response. Respondents are asked to be brief in response to each criterion requested in Section 5.0 and to complete and submit all forms indicated in the submission list below. Form sections which do not apply to the trade letter Respondent is submitting for should be filled in with a "N/A" for that portion of the form.

##### 4.2.1 Order of Submission and Labeling.

- .1 Appendix A – Proposal Form & Signature Page (provided).
- .2 Appendix B – Debarment, Performance and Non-Collusion Certification (provided).
- .3 Appendix C – Cost Response/Pricing (provided).
- .4 Appendix D – Organization Reference Form (provided).
- .5 Appendix E – Organization, Qualification, Experience Response (provided). Respondent is to provide a brief summary in response to Sections 5.3, 5.4, 5.5, and 5.6 of this RFP.

- 4.3 Additional Attachments. Respondents may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any such material, including brochures or other promotional material, will not be considered in rating the response and will not be returned.

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

- 4.5 **NOTE:** RESPONDENTS ARE NOT REQUIRED TO BE REGISTERED WITH THE UNIVERSITY OR ANY OTHER ENTITY IN ORDER TO SUBMIT A RESPONSE TO THIS RFP.

## 5.0 SUBMISSION REQUIREMENTS

- 5.1 **Price Quotation.** Provide all rates and pricing on the Cost Response/Pricing form (Appendix C) provided in this RFP. 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, but shall exclude specific materials as requested by the University. **Fuel surcharges will not be allowed. Note: This section 5.1 is applicable to the Primary and Secondary Contractor.**
- 5.1.1 Billing time for rates shall begin when workers arrive on the job site and shall end when workers leave the job site.
- 5.1.2 If there are additional options or services not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
- 5.1.3 Respondents are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
- 5.2 **Secondary Contractor.** Respondents must indicate willingness to be the Secondary Contractor in the proposal submission.
- 5.3 **Business Profile.** Respondent shall provide a brief history of Respondent’s company, including number of years in business and number of employees. No financial statements are required to be submitted with the proposal. However, prior to an award, the University may request financial statements from the Respondent’s company, credit reports and letters from the Respondent’s bank and suppliers.
- 5.4 **Prior Experience.** Respondent shall provide a brief description of Respondent’s prior experience performing similar services with service agreements for at least three (3) previous users of service. Include descriptions of services provided, locations, service agreement length, and performance success rate under each agreement.
- 5.4.1 Respondents shall provide the following regarding the service trade being proposed:
- .1 Number of years Respondent has provided the trade service.
  - .2 A list of clients for whom this work has been performed.
  - .3 Types of service provided.
  - .4 A list of employees, with job titles, and licenses as applicable, who performed the work.
- 5.5 **Licenses.** Respondents must confirm all employees who will perform work under the Contract possess the required licenses free from restrictions and encumbrances.
- 5.6 **Response Time.** Respondents must indicate response time from phone contact by the University until personnel arrive on site to start work.
- 5.7 **Payment Method.** Indicate Respondent’s ability to accept electronic payments (Section 1.5.12).
- 5.8 **References.** Respondents must provide at least three (3) references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. These references should be agencies for which the Respondent has provided services with a similar scope to the work to be performed under this RFP, including one long-standing customer (minimum of three year engagement) and one new customer (one who has been engaged with the Respondent for less than one year). Provide company names with address, contact person, telephone number, and email address. The University strongly prefers clients from higher education institutions similar in size and requirements to the University of Maine.

A.1 Company Information and Signature Authorization. The undersigned agrees to the Terms and Conditions set forth in this Request for Proposals.

Organizational Name	
Chief Executive – Name/Title	
Telephone	
Fax	
Email	
Headquarters Street Address	
Headquarters City/State/ZIP	
Lead Point of Contact for Proposal Name/Title	
Telephone	
Fax	
Email	
Local Street Address	
PO Box (if applicable)	
Local City/State/ZIP	

- This proposal and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the proposal deadline.
- 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 submission.
- 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 proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

A.2 Perform work as Secondary Contractor, if not selected as Primary Contractor \_\_\_\_\_ Yes \_\_\_\_\_ No

A.3 Ability to provide services in accordance with Contract Terms & Conditions \_\_\_\_\_ Yes \_\_\_\_\_ No  
(If no, provide an explanation in Proposal narrative to explain.)

A.4 *To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**NOTE:** 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.

Respondent's Organization Name: \_\_\_\_\_

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**

**RFP #OFM10-21**  
**On-Call Services for General Facilities & Mechanical Maintenance**

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

Respondent's Organization Name: \_\_\_\_\_

- C.1 Labor Hourly Rates. Provide rates for all applicable labor classifications. Labor hourly rates shall be inclusive of all charges including, but not limited to, equipment (if not specified otherwise), travel, basic tools required of the trade (for example hand tools such as hammers, saws, drills, nail guns, etc., and ladders, vacuums, fans, etc.), standard materials packages and expendables. Regular working hours shall be Monday through Friday, 7:00am to 3:00pm. Provide rates for after hours, holiday and weekend work.

Labor	Regular Hours	OT/Weekend/Holiday Hours
Superintendent/Supervisor		
Site Foreman		
Laborer (skilled)		
Laborer (unskilled)		
Safety Person/Crew Leader		
Glazier		
Other (please specify):		
Other (please specify):		
Other (please specify):		
Other (please specify):		

- C.2 Provide a fixed markup, if any, for materials based on wholesale cost: \_\_\_\_\_%

- C.3 Equipment/Operator Rates. The following specific equipment shall be available when applicable and shall be priced individually per event usage as appropriate (for example moving services). In addition to the operator, rates shall be inclusive of all charges including, but not limited to, transportation or trip charges, small materials packages and expendables. Regular working hours shall be Monday through Friday, 7:00am to 3:00pm. Provide rates for after hours, holiday and weekend work. Fuel surcharges will not be allowed.

Equipment/Vehicle (specify types of equipment and vehicles & number available)	Equip Usage Rate (if applicable)	OT/Weekend/Holiday Hours

- C.4 Other Equipment/Service.

Rate

- .1 Markup Percentage for Rented Equipment (non-owned) \_\_\_\_\_%
- .2 Discount Payment Terms, if applicable \_\_\_\_\_

**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. The University 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.

The University requests 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	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact Email Address	
Relationship Length	

**Respondent's Organization Name:** \_\_\_\_\_

Business Profile (see 5.3):

Prior Experience (see 5.4):

Licenses (see 5.5):

Response Time (see 5.6):

END OF REQUEST FOR PROPOSALS