



Administered by University of Maine
System Office of Strategic Procurement
Request for Qualifications (RFQ)

Building Material and Supply Purchases
RFQ #2024-080

Issued Date: May 24, 2024

Response Deadline Date/Time: June 21, 2024
by 11:59 PM EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line: Building Supply Purchases - RFQ#2024-080

Response Contact Information:

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

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University" or "UMS."

Respondents to this document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom a future Agreement is negotiated and awarded shall be referred to as a "Contractor" or "Vendor."

1.1.2 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 purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 fulltime 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 seven universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM) of Maine Law. The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

1.1.3 Purpose

The University is seeking to qualify vendors who can provide building materials and related products to our Facilities Management departments across our campuses.

Due to the number of campus locations across the State of Maine, the University anticipates qualifying multiple vendors. The result of this RFQ process will be a list of companies qualified to provide some or all of the materials or services listed in 1.1.4.

1.1.4 Specifications/Scope of Work

Qualified vendors will stock a wide range of building supplies and materials. They will include but not be limited to dimensional lumber products, ceiling tiles and sheetrock along with additional related products.

Qualified vendors may offer delivery services for products.

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 Vendors qualified through this RFQ process may be required to execute a contract in the form of a University of Maine System Master Agreement. A Master Agreement template has been included as Attachment A of this RFQ.

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

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

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

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

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

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

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement

- entered into between University and the Respondent; that such terms and condition shall control in the event of any conflict with such agreement; and that the Respondent will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. The 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;
 - d. The Respondent will identify at the time of submission which, if any, portions of submitted materials are entitled to "trade secret" exemption from disclosure under Maine's FOAA; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that the 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 submitted materials and/or contract, if any, executed between UMS and the Respondent.

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site:

www.maine.edu/strategic/upcoming_bids.php

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

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

1.2.3 Confidentiality

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

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

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

The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of submitted materials which are entitled to "trade secret" exemption from disclosure under Maine FOAA. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that the Respondent will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine FOAA some or all submitted materials and/or contract, if any, executed between the University and the Respondent.

1.2.4 Costs of Preparation

Respondents are required to assume all costs of preparation of the response and any presentations necessary to the response process.

1.2.5 Authorization

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

1.2.6 Employees

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

1.2.7 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkalis, chemicals, wastes, 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, bodily injuries, damage to any property, contamination or adverse effects of the environment, or any violation of state or federal regulations, laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended), or order based on or arising in whole or in part from the Contractor's performance under the Agreement; provided, however, the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.8 Specification Protest Process and Remedies:

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

1.3 General Submission Process and Provisions

1.3.1 Submission Process

The following process will be used for collecting responses:

1. University advertises RFQ.
2. Respondents provide written questions to the University for clarification (if needed).
3. University responds to questions.
4. Respondents provide electronic submissions to RFQ.
5. University reviews submissions and notifies Respondents if they are selected for the Qualified Vendor List.

1.3.2 Timeline of Key Events

Event Name	Event Due Date
University issues RFQ	May 24, 2024
RFQ submissions due from Respondents	June 21, 2024
University notify Respondents of selections for Qualified Vendor List	June 31, 2024

1.3.3 Eligibility to Submit Responses

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

The University anticipates qualifying multiple respondents through this RFQ process to best serve the varying needs of the institution. The University understands that not all firms will have expertise in all the areas listed and encourages submissions from firms who have experience in a subset of the skillsets.

1.3.4 Debarment

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

Submission of a signed response to this solicitation 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.

1.3.5 Response Understanding

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

1.3.6 Non-Response Submission

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

1.3.7 Response Submission

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

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

2.0 EVALUATION PROCESS AND QUALIFIED VENDOR LIST

2.1 Evaluation Process

2.1.1 Response Evaluation

The University will evaluate responses to determine if the Respondents are qualified to provide some or all of the goods and services listed in this RFQ. A Qualified Vendor List will be created based on this evaluation. The University will engage with Qualified Vendors to negotiate and put Agreements in place at its discretion. The Qualified Vendor List will be valid for 5 years from the date it is posted publicly.

2.1.2 Evaluation Section Descriptions

2.1.2.1 Submission Materials

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

2.2 Award

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

2.3 Negotiations

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

2.4 Award Protest

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

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

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

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats. Links to additional content available in the public domain (Respondent websites, videos, etc.) is allowed.

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

3.1.2 Respondents Responsibility

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

3.2 Response Format Instructions

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

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

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

3.2.1 Section 1 - Response Cover Page

3.2.1.1 Insert Appendix A – University of Maine System Response Cover Page (Label this "Section 1")

3.2.1.2 Insert Appendix B – Debarment, Performance and Non-Collusion Certification (Label this "Section 1")

3.2.2 Section 2 – Submission Materials

3.2.2.1 Insert Appendix C – Submission Materials

Appendix A – University of Maine System Response Cover Page

RFQ #2024-080
Building Supply Purchases

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

1. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
2. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
3. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
4. By submitting a response to this Request for Qualifications, or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFQ #2024-080
Building Supply Purchases

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Submission Materials

Respondent’s Organization Name: _____

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

Submission Sections

1. Provide a statement describing your company to include name, number of employees, locations, and number of years in business.
2. Can you provide a ‘catalog’ providing your standard offerings for dimensional lumber including plywood and other wood related wood products. Valid formats include .docx, .pdf or website link.
3. Do you offer delivery services? Please specify delivery cost, minimum order requirements and any other delivery related information.
4. Will you offer the University a discount on your list prices? If yes, please provide details.
5. Detail your return policy.
6. Will you accept the University’s standard [Purchase Order terms and conditions?](#)
7. Provide a primary point of contact for future sales and inquiries.
 - a. Name _____
 - b. Email _____
 - c. Phone _____