**STATE OF MAINE**

**Judicial Branch / Facilities**



**RFP# 202409174**

**Building Management Services – Oxford District Court**

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| --- | --- |
| **RFP Coordinator** | *All communication regarding the RFP must be made through the RFP Coordinator identified below*.  **Name:** Connor Smith **Title:** Procurement Manager  **Contact Information:** [Connor.Smith@courts.maine.gov](mailto:Connor.Smith@courts.maine.gov) |
| **Submitted Questions Due** | *All questions must be received by the RFP Coordinator identified above by:*  **Date:** October 9, 2024, no later than 11:59 p.m., local time |
| **Proposal Submission Deadline** | *Proposals must be received by the Division of Procurement Services by:*  **Submission Deadline:** October 18, 2024, no later than 11:59 p.m., local time.  *Proposals must be submitted electronically to:* [Proposals@maine.gov](mailto:Proposals@maine.gov) |

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PUBLIC NOTICE

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**State of Maine**

**Judicial Branch / Facilities**

**RFP# 202409174**

**Building Management Services**

The State of Maine is seeking proposals for professional Building Management services at the Oxford District Court.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: [Proposals@maine.gov](mailto:Proposals@maine.gov). Proposal submissions must be received no later than 11:59 p.m., local time, on October 18, 2024. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, shall have the meanings indicated below:

|  |  |
| --- | --- |
| **Term/Acronym** | **Definition** |
| **BM** | Building Manager |
| **Bidder** | Vendor or Provider |
| **Department** | Judicial Branch |
| **RFP** | Request for Proposal |
| **State** | State of Maine |

**State of Maine**

**Department of Judicial Branch / Facilities**

**RFP# 202409174**

**Building Management Services**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Judicial Branch is seeking Building Management services for the Oxford District Court located at 26 Western Ave, South Paris, ME 04281 as defined in this Request for Proposal (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

Building Managers are responsible for the general upkeep of Judicial facilities as detailed in this RFP.

Building Managers are utilized throughout State courthouses to provide building management services as directed by the Maine Judicial Branch Facility Engineers. Building Managers will have access to a list of approved contractors to utilize for work they are unable to complete themselves. They will maintain regular communication with the Facility Engineers and direct any questions arising from their day-to-day work through them.

1. **General Provisions**
   1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
   2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
   3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
   4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
   5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
   6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
   7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](http://www.mainelegislature.org/legis/statutes/1/title1sec401.html) et seq.).
   8. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
   9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Contract Term**

The Department is seeking a cost-efficient proposal to provide services, as defined in the RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two (2) renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | 11/1/2024 | 10/31/25 |
| Renewal Period #1 | 11/1/2025 | 10/31/27 |
| Renewal Period #2 | 11/1/2027 | 10/31/29 |

1. **Number of Awards**

The Department anticipates making one (1) as a result of this RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

1. **SCOPE:** These specifications provide for accomplishing Building Operation and Maintenance Services for the State of Maine Judicial Branch.

1. **GENERAL RELATIONSHIP:** The Contract Administrator will be the assigned Facilities Engineer – Kevin Fogg.

1. **DESCRIPTION OF WORK:** The work to be accomplished consists of performing professional Building Management Services at the above-named facilities according to the tasks and frequency listed in this Request for Proposals (RFP). Frequencies and tasks may be altered, if needed, by mutually agreeable, written, change requests, but may not be decreased without written approval by the Contract Administrator.

Building Management Services will be provided on forty (40) hours a week basis. Occasionally on holidays, weekends, and weekdays, earlier starts and later hours may be required, so as not to interfere with normal Courthouse operations.

1. **SUPPLIES AND EQUIPMENT:** The Provider will furnish all supplies and equipment for accomplishment of all work. Provider’s equipment shall be of the size and type suitable for accomplishing the various phases of work described and/or needed and shall operate from existing sources of the Department furnished electrical power, water supply, etc. and shall have a low noise level of operation. Supplies procured in the course of the execution of required maintenance will be reimbursed as the accepted pre-tax mark up.

Equipment considered by the Contract Administrator to be improper or inadequate for this purpose shall be removed from the job and replaced with satisfactory equipment. The Provider will only be allowed what storage and supply areas are now available. The Department will in no way be responsible for the Provider’s lost, damaged, or stolen equipment, supplies or materials; or the Provider’s employee’s personal belongings brought into the building occasioned by fire, theft, accident or otherwise.

1. **PROVIDER’S PERSONNEL:**

1. Provider’s employees shall not utilize or operate Department-owned equipment of any type without specific authorization of the Contract Administrator. This is to include, but is not limited to, all computers, other office machines, telephones, etc. Contract Administrator will provide a laptop computer for use in accessing the BMS system at each location.
2. The Provider will submit to the Contract Administrator, a properly filled out Maine

Judicial Branch background investigation form for all personnel, prior to assigning them to work within the courthouse, for clearance. All employees assigned to work in this building shall be physically able to do their work and be free from communicable diseases. The Provider shall employ only personnel skilled in Building Management.

1. Provider’s employees shall practice good hygiene habits, wear clean and tidy work clothes and have their ID badge readily available to present upon request of staff.
2. Any employee of the Provider who may, in any manner, be unsatisfactory to the court (either because of dress, mannerisms, crude habits, criminal record, or other reasons) shall immediately be replaced by another Provider employee upon request of the Director of Court Facilities or the Facilities Engineer.
3. **SAFETY:** The Provider shall be responsible for instructing his/her employees in safety measures considered appropriate. The Provider shall not be permitted to use Building Operation and Maintenance equipment in such a manner that creates safety hazards and shall provide appropriate warning signs / systems while work is being done. Provider must comply with all Federal or [State safety laws](https://www.maine.gov/labor/workplace_safety/publicsector.shtml) and regulations (including [OSHA](https://www.osha.gov/laws-regs)/[MSDS](https://www.osha.gov/laws-regs/standardinterpretations/1993-05-07) requirements). The Provider and their employees shall follow all reasonable and the manufacture’s recommended safety procedures in the use and storage of any hazardous or toxic maintenance agents. The Provider shall respond immediately to all inquiries and provide required material safety data sheets notebook, in the Building Operations and Maintenance Office, as well as one in the Clerk of Courts office, for products used in each building. Other backup written material shall be provided if requested.
4. Provider shall have a backup Building Manager for each location to be cross-trained and available for planned Building Manager vacations and same-day response for unexpected illnesses/absences.
5. BM must have a mobile phone capable of accessing Department applications required to perform their duties.
6. **SUPERVISION:** The Provider shall at all times provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the Agreement. The Provider shall also instruct the Contract Administrator how he/she or each of his/her representatives can be contacted during other than his/her normal working hours.
7. **OTHER**:
8. Clean Up: All supplies, equipment, and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period. All dirt and debris resulting from work performed under the resulting Agreement shall be legally disposed of, each day, at the completion of work in the building.

1. Identifying Maintenance Issues: The Provider will notify the appropriate Facility Engineer of inoperative equipment such as water fixtures, HVAC equipment, lighting fixtures, etc., or any vermin such as cockroaches, silver fish, bed bugs, mice, etc. on an approved work Request / Report form, supplied by the Provider.
2. Lost, Found or Missing Articles: All unclaimed articles found in or about the work areas by the Provider will be turned in immediately to the building’s Office of Judicial Marshals, giving location where article was found. Suspicious packages or dangerous articles should be immediately referred to the Marshals office.
3. Subcontracts: Subcontractors hired to work under the resulting Agreement are subject to all the terms and conditions of the prime Agreement and must supply Certificates of Insurance to the Department in the same amount as the Provider. Subcontractors may perform no more than 15% of the work under the resulting Agreement and the Department reserves the right to remove any unsuitable subcontractor.

1. Inspection by the State: The Contract Administrator may make periodic inspection of the Provider’s work. The Contract Administrator has authority to point out to the Provider’s personnel incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms of conditions of the Agreement without a mutually agreeable Change Order additional/deletion to the Agreement. No payment shall be made for services, which are not performed in accordance with the specifications.

1. Hours of Work: Monthly, quarterly, semi-annual or annual tasks may be performed during normal weekday business hours with approval of the Contract Administrator.

Work items are to be performed on the schedule outlined later in these specifications. Should occasion arise that work must be performed on other than the above schedule; the Contract Administrator must be notified.

1. Smoking: There shall be no smoking in the building or on court property by employees of the Provider.

1. Keys: The Department will provide all building keys and ID tags. All building entry and room keys furnished to the Provider will be maintained and accounted for by the Provider. **NO** keys are to be duplicated by the Provider. In the event of their loss or theft, the Provider will notify the contract administrator immediately. **In the event of such loss or theft, the Court reserves the right, at its sole discretion, to immediately replace the entire lock system and re-key the entire building, solely at the Providers expense.**
2. **DESCRIPTION OF WORK:** The work to be accomplished under this RFP consists of performing quality building management services at the facilities outlined in I. Site Specific Information. The Provider will provide a Building Manager (BM) who will work on site, performing responsibilities associated with being a successful Building Manager (BM) as defined below. The number of hours worked within a day or week will be defined per location.

The Building Manager (BM) responsibilities will include (but not limited to) the following:

* 1. **Inspection of the facility** and exterior grounds **daily** for any defects and / or maintenance issues, using a checklist / Log form, supplied by the BM, and approved by the Facilities Engineer. Inspections (including consultation with the Facilities Engineer regarding problems and maintenance issues) are to be done during normal courthouse hours. The roof area and its penthouses will be inspected on a weekly basis and any roof debris will be removed. Extreme care will be taken with any activities on the roof.
  2. **Contract Services Review:** The BM will conduct an initial and annual review of all service contracts, including, but not limited to:
     1. Generator Preventive Maintenance Contract
     2. Fire Alarm Test and Inspect Contract
     3. Fire Sprinkler System Test and Inspect Contract
     4. Backflow Preventer Test and Inspect Contract
     5. Elevator / Dumbwaiter Preventive Maintenance Contract
     6. HVAC Preventive Maintenance Contract
     7. Snow Removal Contract
     8. Fire Extinguisher Annual Inspection and Tag Contract
     9. Trash / Recycle Removal Contract
     10. Pest Control

This review is to identify which contracts are efficient in cost and scope and which contracts need to be modified, to reflect the service needs of the facility.

The BM will monitor preventative maintenance tasks and create a checklist spreadsheet to track that preventative maintenance is being done monthly, quarterly, semi-annually or yearly. The checklist will be customized based on the needs of the facility.

The BM will also record the quality of the work being performed by any subcontractors in relation to the actual contract requirements. Any deficiencies found will be reported to the Facilities Engineer, with recommended corrective actions.

The BM will provide escort services, when necessary, to ensure that any required service contractors have access to the facility, and to witness the work being performed.

* 1. **Solicitation of Quotes:** Under the direction of the Facilities Engineer, the BM will create minor project tasks specifications, seek and receive three quotes from independent contractors for work expected to fall under the $10,000 threshold, and to correct / maintain building related deficiency items not covered by the standard service contracts. The BM will review all quotes and submit them to the Facilities Engineer with award recommendations.
  2. **List of Qualified Contractors:** The BM will maintain an up-to-date list of contractors (with contact information) identified as certified licensed service technicians for each type of anticipated service needed. The list will be provided by the Facilities Engineer.
  3. **Provide Emergency Call Service 24 hrs. / 7 days a week:** The BM will provide an Emergency Call telephone number to the facility that will be available to call on a 24/7 basis. The caller must receive a call back within fifteen (15) minutes in order to inform the BM what the emergency is. The BM will then immediately travel to the facility and begin repairs, calling in the appropriate service contractor(s) as necessary. If a service contractor is necessary, the BM will provide escort service for the service contractor and supply appropriate help as needed, until the emergency is resolved. The BM will write an incident report and inform the Facilities Engineer of the problem and its resolution.
  4. **Maintain Work Log Book:** The BM will keep a log book that will list the date any deficiency was found, the location of the deficiency, a description of the deficiency, the date and hours worked by the BM, sub-contractors, and any service contractor providers, tasks completed to correct the deficiency, as well as copies of any of the invoices received in the correction of the deficiency.
  5. **Create and Maintain Facilities Records:** The BM will keep all Facilities Records in an orderly manner in filing cabinets, located within the facility. These Facilities Records will be accessible to the Facilities Engineer, at all times. Each cabinet will have a master file which will list the reference of all files stored within.

The BM will ensure that all blueprints are kept in an orderly manner, using the flat file system currently in use. A dated log book will be kept for blueprints that are loaned out, returned or when new prints are received or updated.

* 1. **Quarterly Meeting with the Facilities Engineer and Janitorial Supervisor:** The BM will forward an agenda to the Facilities Engineer, Clerk of Courts, and Janitorial Supervisor one week before the scheduled quarterly meeting date. This agenda will list any maintenance problems and their resolutions, service contractor’s performance, contract reviews, facility concerns, emergency calls, communication issues, and upcoming scheduled maintenance.

* 1. **Perform Minor Maintenance Tasks:** The BM will supply all supplies, equipment, hand, and power tools necessary to perform minor maintenance tasks. The BM equipment shall be of the size and type suitable for accomplishing the various phases of work described and / or needed and shall have a low noise level of operation. If tools are stored overnight, they must be stored in a locking cabinet, which is supplied and under control of the BM. The BM will only be allowed what storage and supply areas currently available in the facility and the Judicial Branch will in no way be responsible for lost, damaged, or stolen equipment or materials.
     1. The BM will perform minor maintenance work as and when necessary, including, but not limited to:
        + 1. Daily Replacement of Burnt Lightbulbs. The BM will store burnt lightbulbs in the Universal Waste Room and recycle them under the direction of the Facilities Engineer. Light bulbs inventory will be maintained by the Judicial Branch, upon notice from the Building Manager of a low inventory level. Recycling cost of burnt bulbs will be paid by the Judicial Branch upon a separate proper receipt and invoice.

* + - * 1. Exterior Grounds Upkeep: The BM will be responsible for daily upkeep and cleanness of the sidewalk and front entrance steps, as well as the entrances and parking lot.
        2. Boiler Room, Basement Mechanical Rooms, Roof Top Equipment and Penthouses: The BM will maintain the cleanness and orderliness of all mechanical spaces, while checking that all equipment is in proper operation. Any found deficiencies will be reported to the corresponding service provider for correction. The BM will monitor the HVAC Control system and make minor adjustments to ensure that the occupants are comfortable.
        3. Stained Ceiling Tiles Replacement: Ceiling Tiles that are stained from water leakage or mechanical work shall be replaced immediately after the deficiencies that caused the stain are corrected. Stained or broken ceiling tiles shall be bagged and placed in the Courthouse dumpster. New ceiling tiles will be provided by the Judicial Branch upon notification of low inventory.
        4. Monthly Portable Fire Extinguishers and Automated Extremal Defibrillators Checks: The BM will perform monthly safety checks on all portable fire extinguishers and wall mounted Automated External Defibrillators (AED). Once the checks are satisfactorily completed, the Inspection tag will be dated and signed.
        5. Semi-Annual Battery Replacement: All Battery-operated clocks and all Automated External Defibrillators (AED) shall have their batteries changed out on Daylight Saving begin and end dates. The BM will manually change all clocks to the correct time on Daylight Saving begin and end dates. The Judicial Branch shall supply the needed batteries upon notice from the BM.
        6. Carpenter / Painting: The BM will repair/maintain cabinet pulls/drawers as necessary. The BM, as part of his/her weekly hours, will patch / paint damaged sheet wall areas, as needed. The Judicial Branch will supply all material, upon notice. If the BM is told to provide said materials, the designated mark up with be added to the cost sans tax.
        7. Door Closers / Locks / Hinges: The BM will adjust and lube all door closers / locks / hinges to keep them in good working order. The BM will keep all Toilet Bowl Seat hinges tight.
        8. Refuse Trips to local Recycle / Reclaim Facility: The BM will transfer / oversee the removal of oversized materials and / or other materials that are allowed in the dumpster to the local transfer facilities. Cost of transfer will be reimbursed under a separate submitted invoice.
        9. Snow Removal / Ice Control: The BM will maintain both the Public Entrances and Handicap Ramps of snow / ice, during the hours of 7 am to 10 am, Monday – Friday.
  1. **On Site Testing and Inspections:** The BM will be on-site during any testing and inspections, including, but not limited to:
     + - 1. Annual Life Safety Emergency Lights and Exit Signs
         2. Annual Life Safety Fire Alarm and Signaling Devices
         3. Annual Life Safety Elevators Inspection
         4. Quarterly Life Safety Fire Sprinkler Test and Inspect
         5. Annual Portable Fire Extinguisher Test and Inspect
         6. Pest Control Inspections
         7. Roof Inspections
  2. **Miscellaneous Maintenance / Repair Projects:** Miscellaneous Maintenance / Repair projects undertaken directly by the BM will be in addition to the awarded contract and will be authorized in advance by the Facilities Engineer and approved on a project cost basis with labor billed at a pre-determined rate. Material will be billed at cost plus 10%. This is to be understood as cost before sales tax plus 10%. The necessary STA119 form for tax exemption will be provided to the building manager by the Facility Engineer. Mileage reimbursement and receipt documentation requirements will be based of the Maine Judicial Branch policy.

**PART III KEY RFP EVENTS**

1. **Questions**
   1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
      1. Bidders and other interested parties should use **Appendix E** (Submitted Questions Form) for submission of questions. The form is to be submitted as a WORD document.
      2. The Submitted Questions Form must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
      3. Submitted Questions must include the RFP Number and Title in the subject line of the e-mail. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
   2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Submitting the Proposal**
   1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
      1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
   2. **Delivery Instructions:** E-mail proposal submissions are to be submitted to the State of Maine Division of Procurement Services at [Proposals@maine.gov](mailto:Proposals@maine.gov).
      1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
         1. Proposal submission e-mails that are successfully received by the [proposals@maine.gov](mailto:proposals@maine.gov) inbox will receive an automatic reply stating as such.
      2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
      3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Please check with your organization’s Information Technology team to ensure that your security settings will not encrypt your proposal submission.
      4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
      5. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP#202409174** **Proposal Submission – [Bidder’s Name]”**
      6. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:

* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Responsible Bidder Certification)

All required eligibility documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Organization Qualifications and Experience Form) and all required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services:**

*PDF format preferred*

All required information and attachments stated in PART IV, Section III.

* **File 4 [Bidder’s Name] – Cost Proposal:**

*PDF format preferred*

**Appendix D** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder’s proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Responsible Bidder Certification**

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three examples of projects which demonstrate their experience and expertise in performing these services as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Organizational Chart**

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Financial Viability**

Bidders must provide the following information for each of the past three tax years:

* + 1. Balance Sheets
    2. Income (Profit/Loss) Statements
  1. **Licensure/Certification**

Bidders may provide documentation of any applicable licensure/certification or specific credentials that are related to providing the proposed services of the RFP. This documentation may include:

* 1. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Services to be Provided**

Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes as a result of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
     1. Bidders must submit a cost proposal that covers the period starting November 1, 2024 and ending on October 31, 2025.
     2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
     3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
  2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix D** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
   1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
   2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
   3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
   1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (30 points)**

Includes all elements addressed above in Part IV, Section II.

**Section III. Proposed Services (30 points)**

Includes all elements addressed above in Part IV, Section III.

**Section IV. Cost Proposal (40 points)**

Includes all elements addressed above in Part IV, Section IV.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Sections IV, the Cost Proposal, will be scored as described below.
  2. **Scoring the Cost Proposal:** The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 40 points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x 40 = pro-rated score

No Best and Final Offers: The State of Maine will not seek or accept a best and final offer (BAFO) from any Bidder in this procurement process.  All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

1. **Selection and Award**
   1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
   2. Notification of conditional award selection or non-selection will be made in writing by the Department.
   3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
   4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
   1. The awarded Bidder will be required to execute a State of Maine Service Contract with appropriate riders as determined by the issuing department.

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Division of Procurement Services’ website at the following link: [Office of State Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
  2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.

1. **Standard State Contract Provisions**
   1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract including dates of service, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Responsible Bidder Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** – Cost Proposal Form

**Appendix E** – Submitted Question Form

**APPENDIX A**

**State of Maine**

**Judicial Branch / Facilities**

**PROPOSAL COVER PAGE**

**RFP# 202409174**

**Building Management Services**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder’s Organization Name:** | |  | | |
| **Chief Executive - Name/Title:** | |  | | |
| **Tel:** |  | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | |
| **Headquarters City/State/Zip:** | |  | | |
| ***(Provide information requested below if different from above)*** | | | | |
| **Lead Point of Contact for Proposal - Name/Title:** | |  | | |
| **Tel:** |  | | **E-mail:** |  |
| **Headquarters Street Address:** | |  | | |
| **Headquarters City/State/Zip:** | |  | | |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*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.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Judicial Branch / Facilities**

**RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202409174**

**Building Management Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*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:*

1. *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.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
   1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
   2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *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.*
4. *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*.
5. *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.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Judicial Branch / Facilities**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202409174**

**Building Management Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

**APPENDIX C (continued)**

|  |
| --- |
| **Provide a description of projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.**  *If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.* |

|  |  |
| --- | --- |
| **Project One** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

|  |  |
| --- | --- |
| **Project Two** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

|  |  |
| --- | --- |
| **Project Three** | |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** | |
|  | |

**APPENDIX D**

**State of Maine**

**Judicial Branch / Facilities**

**COST PROPOSAL FORM**

**RFP# 202409174**

**Building Management Services**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Cost:** | **$** |

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Proposed Overtime Hourly Rate:** | **$** |

Overtime hourly rate will not be scored, but will be reflected in the final contract.

**APPENDIX E**

**State of Maine**

**Judicial Branch / Facilities**

**SUBMITTED QUESTIONS FORM**

**RFP# 202409174**

**Building Management Services**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
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