
CENTRAL MAINE COMMUNITY
COLLEGE
REQUEST FOR PROPOSAL

ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM AS-
BUILT PURCHASE, INSTALLATION & MAINTENANCE
SERVICE AGREEMENT

ISSUED BY

COMPETITIVE ENERGY SERVICES, LLC

148 MIDDLE ST., SUITE 506

PORTLAND, ME 04101

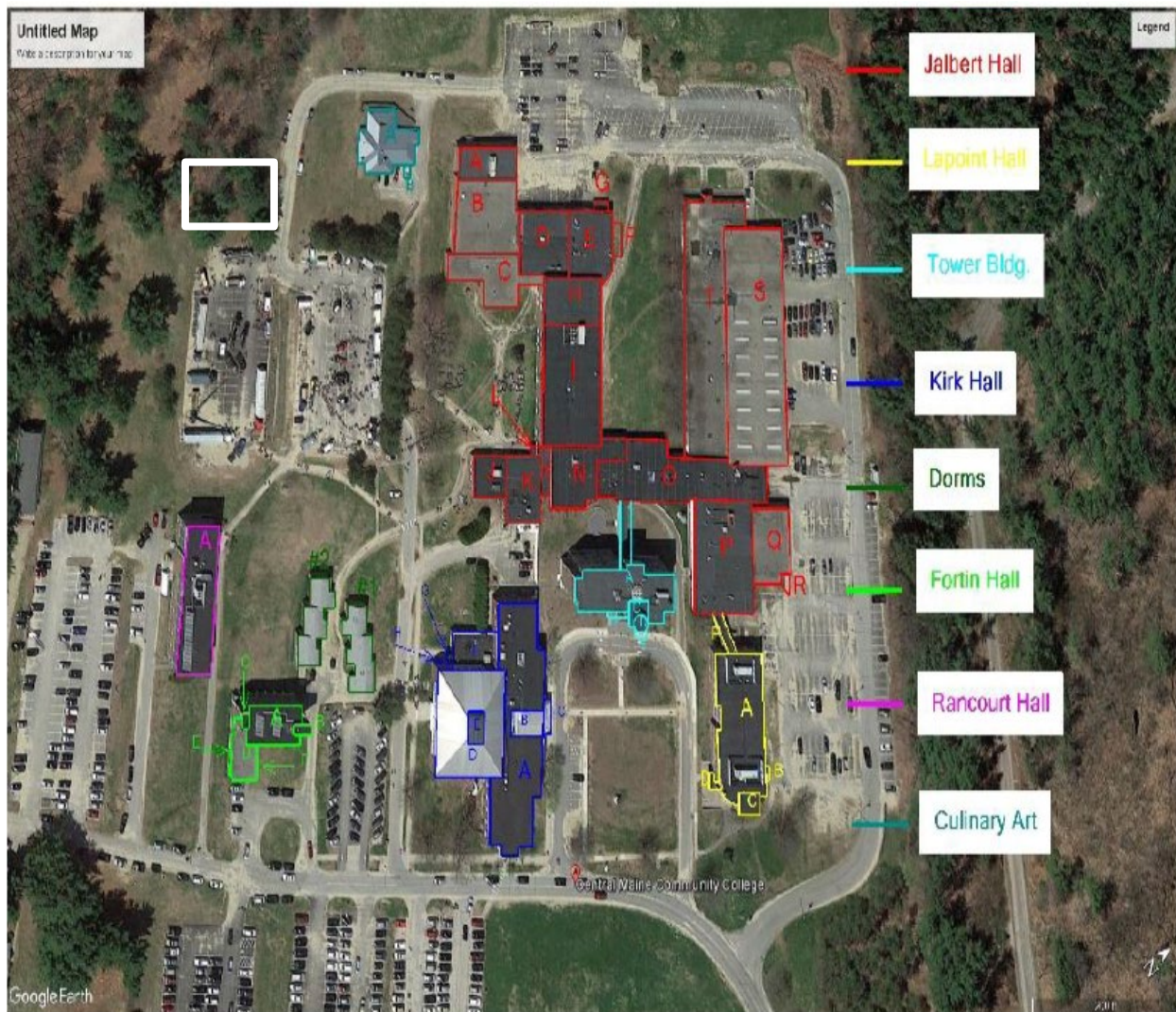
1.0 RFP Overview

Central Maine Community College (CMCC) is a community college of the Maine Community College System, located in Auburn, ME within the service territory of **Central Maine Power (CMP)** in ISO New England's Maine load zone. Additional information about CMCC can be found online at <https://www.cmcc.edu/>.

CMCC is soliciting proposals from qualified solar installers to design, permit, procure, install, and maintain a behind-the-meter rooftop solar photovoltaic ("PV") installation on CMCC's campus. CMCC plans to complete an as-built purchase of the installation upon commissioning and is seeking a project partner that will also provide ongoing preventative and responsive maintenance services for the system during operations.

CMCC has a total project budget not to exceed \$1.0 million. CMCC is interested in proposals that will maximize the available budget and the roof space identified in Figure 1. CMCC recently replaced the roofs of Jalbert Hall and Kirk Hall, shown below in red and blue, respectively. Additionally, there is a new building with a recently updated roof of roughly 6,000 sq. ft. located in the area outlined in white below.

Figure 1. Available Rooftop Space for Solar Installation



This Request for Proposals (“RFP”) is being issued by Competitive Energy Services, LLC (“CES”) as the consultant to CMCC for this purpose. CMCC asks that respondents do not contact or reach out to CMCC personnel regarding this RFP, CES will facilitate communications regarding the RFP with the appropriate CMCC personnel. **CMCC requests that bidders do not reach out to the City of Auburn or Central Maine Power regarding this RFP and direct all questions regarding this RFP to CES.**

2.0 INSTRUCTIONS TO BIDDERS

2.1 RFP Schedule

Milestone	Date and Time
RFP Release Date	April 22nd, 2024
Pre-Bid Site Walk	May 13th, 2024, 10 A.M. EDT
Written Questions Due	May 17th, 2024, 5 P.M. EDT
Responses Provided to All Bidders	May 21st, 2024, 5 P.M. EDT
Proposal Due Date	May 30th, 2024, 2 P.M. EDT

CMCC reserves the right to change these dates in its sole discretion.

2.2 Submission Process

All proposals must be received via email at cnisbet@competitive-energy.com, on or before **2:00 P.M. EDT on May 30th, 2024**. The email subject line should read: **“RESPONSE to CMCC Solar RFP”** and proposals must include responses to the following sections of the RFP:

- Attachment 1 Price Proposal
- Attachment 2 Bidder Information Form
- Completed Sections 4.3 Domestic Content Provisions, 4.6 System Specifications, 4.7 Contracts, 4.8 Bid Bond, 4.9 Educational Opportunities, Section 5.1 Company History, Section 5.2 Qualifications, and Section 5.3 Project References

2.3 Pre-Bid Site Walk

There will be a pre-bid site walk held on campus on **May 13th, from 10 A.M. – 12 P.M. EDT**. Attendance is mandatory. The group will meet at Tower Room 405, Central Maine Community College, Auburn, ME 04210. Bidders should RSVP via email to cnisbet@competitive-energy.com by **5 P.M. EDT on May 9th, 2024**. If there is inclement weather on May 13th, CMCC and CES will coordinate with bidders to reschedule the site walk. The site walk will be outdoors.

2.4 Contact Information

The issuing entity and sole contact for the coordination and dissemination of all information regarding this RFP is:

Competitive Energy Services, LLC
148 Middle St., Suite 506
Portland, ME 04101

Catherine Nisbet, Senior Energy Analyst
cnisbet@competitive-energy.com
Tel: (971) 678-8384

3.0 CMCC TERMS AND CONDITIONS

3.1 Proposal Materials

All materials submitted in response to the RFP shall become the property of CMCC upon submission and will be considered as part of this RFP. Bidder may not materially alter its bid response after the bids have been opened. Only CMCC may deem what constitutes a material alteration to a proposal.

3.2 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of CMCC and that interpretation shall be final.

3.3 Accept/Reject Proposal

CMCC reserves the right to reject any or all proposals, wholly or in part; to waive technicalities, irregularities, and omissions; to make the award in a manner deemed to be in the best interest of CMCC, and to correct any award erroneously made as a result of a clerical error on the part of CMCC or CES.

3.4 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the proposal receipt deadline date and time. Once the proposal receipt deadline has passed all proposals become the property of CMCC.

3.5 No CMCC Obligation

This RFP in no manner obligates CMCC to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written contract signed by CMCC and the chosen Bidder and may be terminated by CMCC without penalty or obligation at any time prior to the signing of such contract.

3.6 Expenses

Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder and shall not be chargeable to CMCC.

3.7 Award

Any resulting contract shall be construed under and governed by the Laws of Maine. The terms of any resulting contract cannot be modified, altered, or changed without the specific written approval of CMCC.

4.0 PROPOSAL REQUIREMENTS

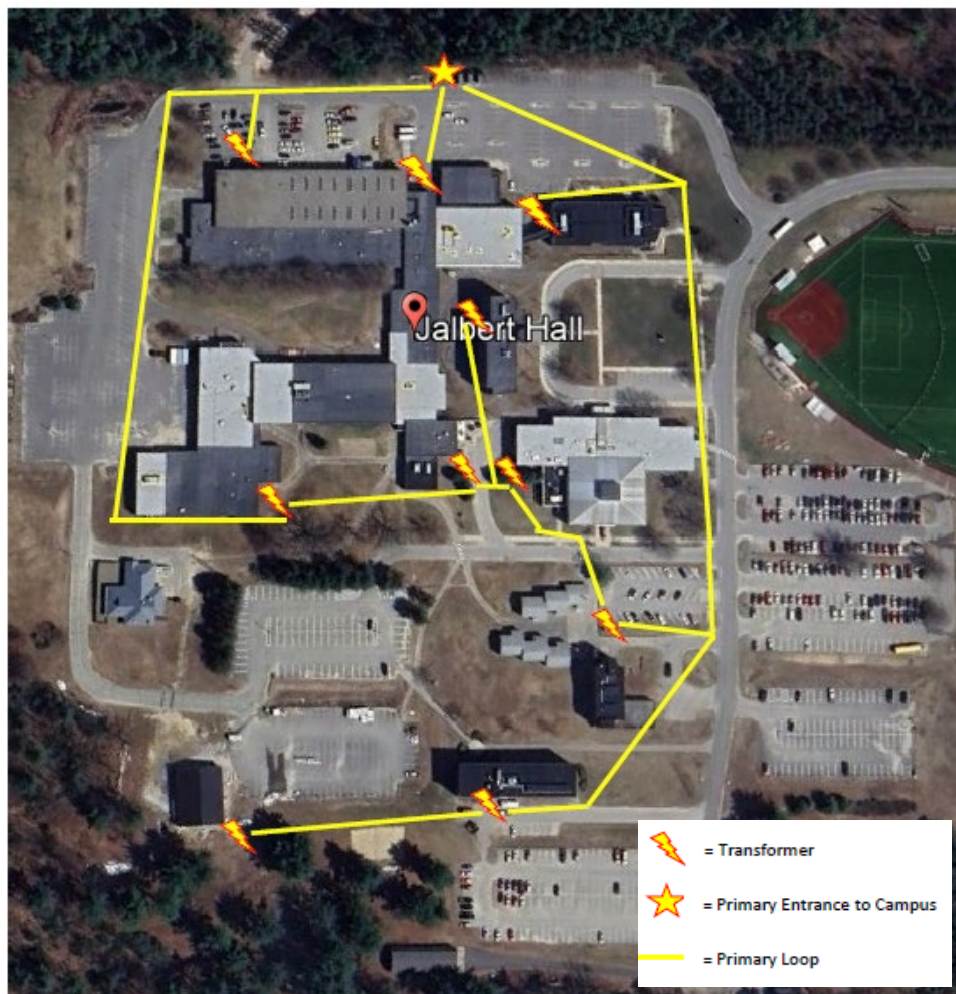
4.1 Site Details

CMCC's campus consumes approximately 2,700 megawatt-hours ("MWh") of electricity per year. The campus has a centralized medium voltage electric distribution system served by CMP under the company's IGS Primary Service Time of Use (3 Phase) tariff. Monthly grid purchases over the last five years and the campus' 15-minute grid demand can be made available upon request to cnisbet@competitive-energy.com. An electrical one-line diagram and list of transformers for the campus is provided in Attachment 3-2.

CMCC is interested in developing rooftop solar generation on CMCC-owned property. Figure 1, included in Section 1.0 RFP Overview, depicts the buildings that CMCC is considering for rooftop solar arrays. The area outlined in red is Jalbert Hall, which is CMCC's largest building on campus. Jalbert Hall's roof was recently replaced. Kirk Hall, identified in blue, also had a recent roof replacement.

CMP's distribution line serving the campus runs along Pumping Station Road and enters campus at the point denoted by the star shown in Figure 2 below. The line then connects to the campus loop and serves multiple transformers on campus, as noted by the yellow line and lightning bolts.

Figure 2. CMCC Transformer Locations and Campus Electrical Loop



4.2 Price Proposal

Bidders must submit as-built pricing using Attachment 1. In Attachment 1, bidders must specify proposed as-built purchase price and proposed payment milestones (estimated project timing, and % of total price) between contract execution and the commercial operation date of the system. In addition, bidders must provide pricing for a maintenance service agreement that covers the first three years, with two one-year options to renew. Bidders should provide CMCC with the right to renew the maintenance service agreement beyond the initial contract terms and renewals. Pricing should include both routine preventative maintenance that meets industry best practices and responsive maintenance in the event of an unplanned system outage. Bidders must specify the amount of time they will hold their proposed pricing from the date of the proposal submission. Please note that CMCC is exempt from sales tax.

Bidders are not required to submit proposals for all buildings. In Attachment 1, bidders must provide system nameplate generation capacity, expected first year energy production, and installed cost assumptions for each site. Pricing should assume that CMCC owns the installed system and 100% of the environmental attributes associated with solar generation.

Pricing must reflect all local and state permitting requirements and costs, utility interconnection application and utility impact study fees, and standard interconnection equipment costs. Bidders must specify their assumptions for utility interconnection application impact study fees and standard interconnection equipment costs. Pricing should not assume upstream grid upgrades that CMP may require following the completion of the interconnection impact study.

4.3 Domestic Content Provisions

CMCC will be utilizing federal funding to complete the as-built purchase of the solar system. This funding includes Build America, Buy America (BABA) requirements including:

All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The costs of components of a manufactured product are determined in accordance with 2 CFR 184.5; and all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for the meaning of “all manufacturing processes” for specific construction materials.¹

In addition, as a tax-exempt entity CMCC will be utilizing the new elective pay provision created by the Inflation Reduction Act to monetize the investment tax credit available for the solar system. CMCC has two requirements for equipment sourcing to ensure it does not face a reduction in the investment tax credit value:

- 100% of construction materials used in the system that are structural in nature and are comprised of iron or steel must have all steel and iron manufacturing processes take place in the United States, except metallurgical processes involving refinement of steel additives.
- 40% of the manufactured products (measured based on total cost of the manufactured products) used in the solar system are manufactured in the United States. This sourcing requirement does apply to subcomponents of manufactured products.

¹ U.S. Department of Energy, *Buy America Requirement*, <https://www.energy.gov/management/build-america-buy-america>

The foregoing is a summary only of the BABA and Inflation Reduction Act domestic content requirements. Bidders are directed to review these provisions in detail and consult with their own advisors in determining whether these requirements can be satisfied, and compliance with these requirements is at all times the obligation of the bidder. Preference will be given to bidders who can fulfill both of these requirements. If bidders cannot fulfill each of these requirements, the proposal must include an explanation of which requirements cannot be met and why. CMCC may be able to have one or more of these requirements waived if either (i) the inclusion of steel, iron, or manufactured products manufactured in the United States will increase the overall project cost by more than 25%, or (ii) the relevant steel, iron, or manufactured products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality. If bidders believe that one or both criteria apply, proposals must include a statement of which waiver criteria would apply.

The winning bidder will be required to execute certifications of compliance with the domestic content requirements in form and substance satisfactory to CMCC and its consultants and advisors. The costs of reviewing and completing such certifications shall be part of the bid price and not an additional charge to CMCC.

4.4 Davis-Bacon Act Contract Provisions

CMCC will be utilizing federal funding to complete the as-built purchase of the solar system. This funding is subject to the requirements of 2 CFR 200 and 2 CFR 910. Bidders must comply with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.² This includes compliance with the Davis-Bacon Act as amended ([40 U.S.C. 3141-3148](#)):

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

A copy of the current Davis-Bacon Act wage determination for Androscoggin County is included as Attachment 3-4. Bidders are directed to review all contract provisions, including the Davis-Bacon Act as noted above, listed in Appendix II to Part 200 in detail and consult with their own advisors in determining whether these requirements can be satisfied, and compliance with these requirements is at all times the obligation of the bidder.

4.5 Structural Review and Permitting Responsibilities

Selected contractor is required to follow all current building codes and practices, is responsible for any permitting necessary and will be required to provide approved (stamped) drawings from a Maine licensed structural engineer or professional engineer (PE) showing that a structural review/design has been completed for the structures

² National Archives, Code of Federal Regulations, *Appendix II to Part 200*, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

(roofs) identified for placement of the new solar system equipment and that the structure meets or exceeds the required safety and performance standards necessary.

4.6 System Specifications

Bidders' proposals should include technical description of the proposed solar PV installation(s) that includes the following information:

- The physical footprint and panel layout of the solar array.
- Equipment warranties and anticipated equipment life for major system components, including manufacturer, model number, and cut sheets for these system components.
- 8760-hour generation profile estimated for each site proposed.
- Expected solar energy generation by month for the first year of operations, with assumptions for any shading and snow cover loss in the generation calculations.
- Proposed maintenance plan, including any major equipment replacements planned.

4.7 Contracts

Bidders must provide a copy of their engineering, procurement, and construction agreement for the as-built purchase and a copy of their maintenance service agreement.

4.8 Bid, Performance, and Payment Bonds

Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13 of the Maine Bureau of General Services (BGS) Standard Division 00 Procurement and Contracting Requirements.

The selected Contractor shall furnish their respective 100% contract Performance Bonds (section 00 61 13.13 and 00 61 13.23) and 100% contract Payment Bonds (section 00 61 13.16 and 00 61 13.26) in their contract amounts to cover the execution of the Work. Bond forms are available on the Maine Bureau of General Services (BGS) website and are expected to be completed in conjunction with the project's contract.

4.9 Educational Opportunities

CMCC is interested in reviewing educational opportunities that accompany bidders' proposals. This may include but is not limited to, educational activities and in-person presentations to students, installing data sharing capabilities to display solar generation data on campus, and/or renewable energy curriculum development. The ability to share solar generation data with CMCC faculty and students should be highlighted and will be considered in the selection process. Proposals should indicate what may be available to CMCC for use as part of its curriculum and available opportunities for students to interact and learn from the solar PV installations.

5.0 QUALIFICATIONS & REFERENCES

5.1 Company History

Each bidder should submit a brief description of their company history and experience designing, permitting, installing, operating, and maintaining a rooftop solar PV system.

5.2 Solar PV Development Qualifications

Bidder should provide at least three (3) case studies of projects developed in New England over the last five years that are comparable to the installation CMCC is seeking.

5.3 Project References

Please provide the names, addresses and contact information for three (3) references related to the technical expertise and financial capacity of the Bidder to develop the proposed solar PV facilities.

Reference 1	
Name	
Address	
Contact Phone #	
Contact Email Address	

Reference 2	
Name	
Address	
Contact Phone #	
Contact Email Address	

Reference 3	
Name	
Address	
Contact Phone #	
Contact Email Address	

6.0 RESPONSE CHECKLIST

- ___ Price Proposal (Attachment 1)
- ___ Bidder Information Form (Attachment 2)
- ___ Domestic Content Provisions per Section 4.3
- ___ System Specifications per Section 4.6
- ___ Contracts per Section 4.7
- ___ Bid Bond per Section 4.8
- ___ Educational Opportunities per Section 4.9
- ___ Company History and Experience per Section 5.1
- ___ Solar PV Development Qualifications per Section 5.2
- ___ Project References per Section 5.3

7.0 LIST OF ATTACHMENTS

Attachment 1: Price Proposal

Attachment 2: Bidder Information Form

Attachment 3: Other RFP Materials

Attachment 3-1: Monthly Campus Electricity Use & 15-Minute Grid Demand (upon request)

Attachment 3-2: Campus Electrical One Line Diagram and Transformer List

Attachment 3-3: Maine Community College System Notice to Bidders

Attachment 3-4: Davis-Bacon Act Wage Determination, Building, Androscoggin County

Attachment 2
Bidder Information Form

BIDDER INFORMATION:

Company name: _____

Address: _____

Tax I.D./FEIN: _____

OR

S.S.N. # (if individual) _____

CONTACT PERSON (Name) _____

Telephone Number: _____

Fax Number: _____

Email: _____

SIGNATURE:

Signature of owner or Authorized Officer: _____

Please print name and title of signer: _____

Date Submitted: _____

**Central Maine Community College
Competitive Energy Services
Solar PV Price Proposal**

Attachment 1



Instructions to Bidders: Please fill out the blue cells below to submit system pricing for the sites being proposed.

Building Name	System Size (kW-DC)	System Size (kW-AC)	Expected First Year Energy Production (kWh)	Total Installed Cost

**Central Maine Community College
Competitive Energy Services
Solar PV Price Proposal**



Instructions to Bidders: Please fill out the blue cells below to submit maintenance service agreement pricing and responsive maintenance (break/fix services) pricing.

Preventative Maintenance Service Agreement	Contract Term (Months)	Annual Cost
Initial Contract	36	
First Renewal	12	
Second Renewal	12	

Responsive Maintenance Pricing

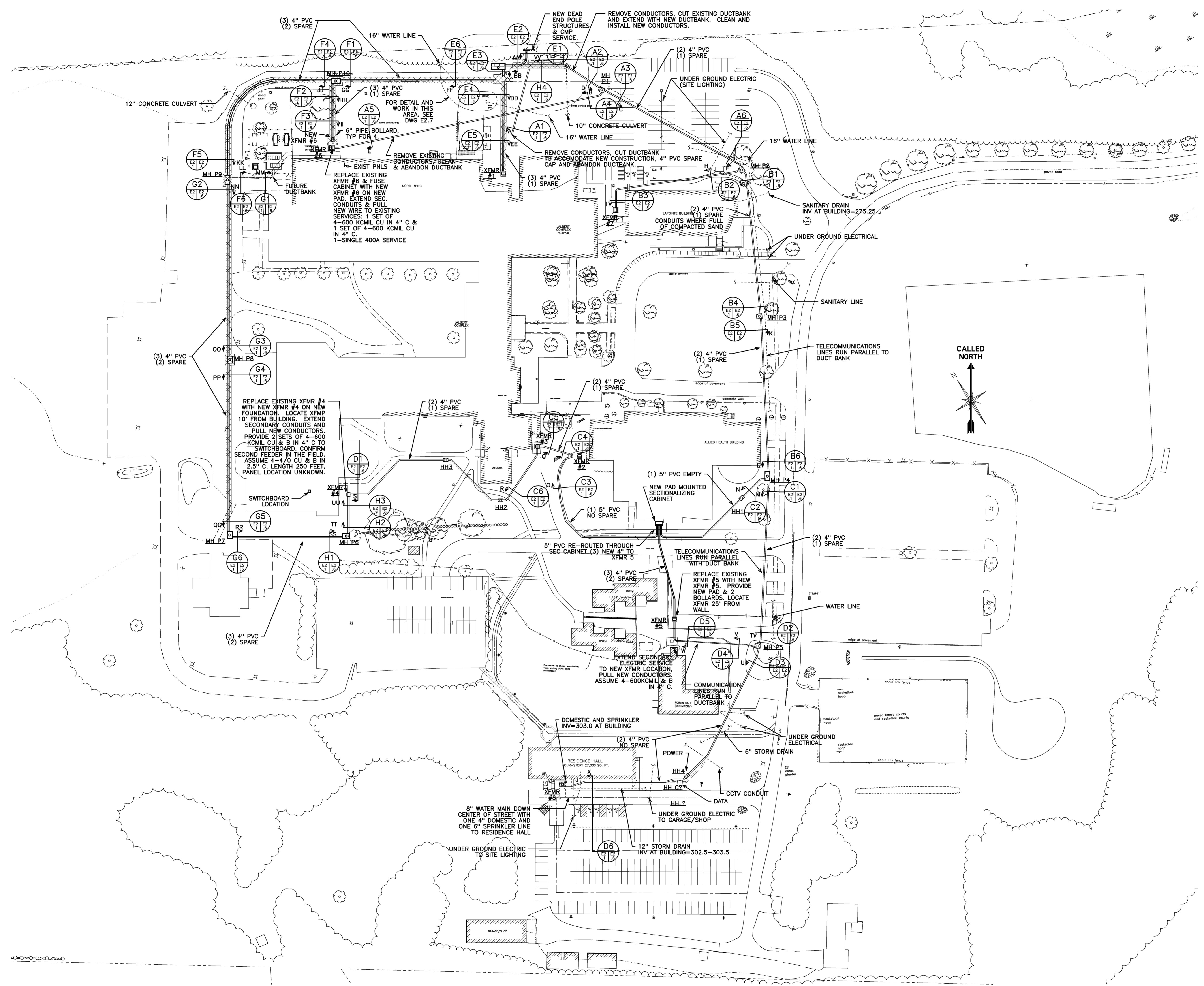
Role	Position	\$/Hour

- DRAWING NOTES:**
1. THE LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND MAY NOT BE COMPLETE. THE CONTRACTOR SHALL INVESTIGATE AND LOCATE EXISTING UTILITIES IN HIS TRENCHING PATH PRIOR TO EXCAVATION.
 2. THE EXISTING UTILITY INFORMATION CONTAINED ON THIS DRAWING SHOULD NOT BE CONSIDERED "AS BUILT" BY THE CONTRACTOR. DATA HAS BEEN COMPILED FROM VARIOUS DOCUMENTS AND HAS NOT BEEN FULLY VERIFIED IN THE FIELD. THE CONTRACTOR SHALL TAKE CARE IN UTILIZING THE INFORMATION CONTAINED ON THIS DRAWING AND VERIFY THE INFORMATION IN THE FIELD PRIOR TO STARTING ANY CONSTRUCTION BASED ON THIS DRAWING.
 3. CONDITION OF EXISTING DUCTS IS UNKNOWN. ROD, CLEAN AND INSPECT ALL EXISTING DUCTS. UPON DETAILED INSPECTION, SOME DUCTS MAY BE FOUND TO BE DAMAGED. NOTIFY OWNER OF CONDITION OF EXISTING DUCTS.
 4. LOCATE CAPPED ENDS OF ALL ABANDONED AND CUT ELECTRICAL DUCTS ON THE RECORD DRAWINGS TO ALLOW THEM TO BE LOCATED IN THE FUTURE.
 5. IDENTIFY ANY CHANGES IN UTILITY LINES SHOWN ON THE LOCATION OF ANY NEW UTILITY LINES ON THE RECORD DRAWINGS FOR FUTURE REFERENCE.

Project Title
CMCC PRIMARY ELEC. DISTRIBUTION MODIFICATIONS
AUBURN, MAINE

MA Project No. **08717**

Key Plan



WARNING
These Record Documents have been prepared based on information provided by others. The Consultant has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions that may be incorporated as a result of erroneous information provided by others.

Mark	Date	Description
05-01-09		ISSUED FOR BID/CONSTRUCTION
04-20-09		90% HARRIMAN REVIEW
03-25-09		65% PROGRESS

Mark	Date	Description

Drawing Status
RECORD

Drawing Title
ELECTRICAL SITE POWER PLAN

RA / PE: **KOS** Drawn By: **KOS**

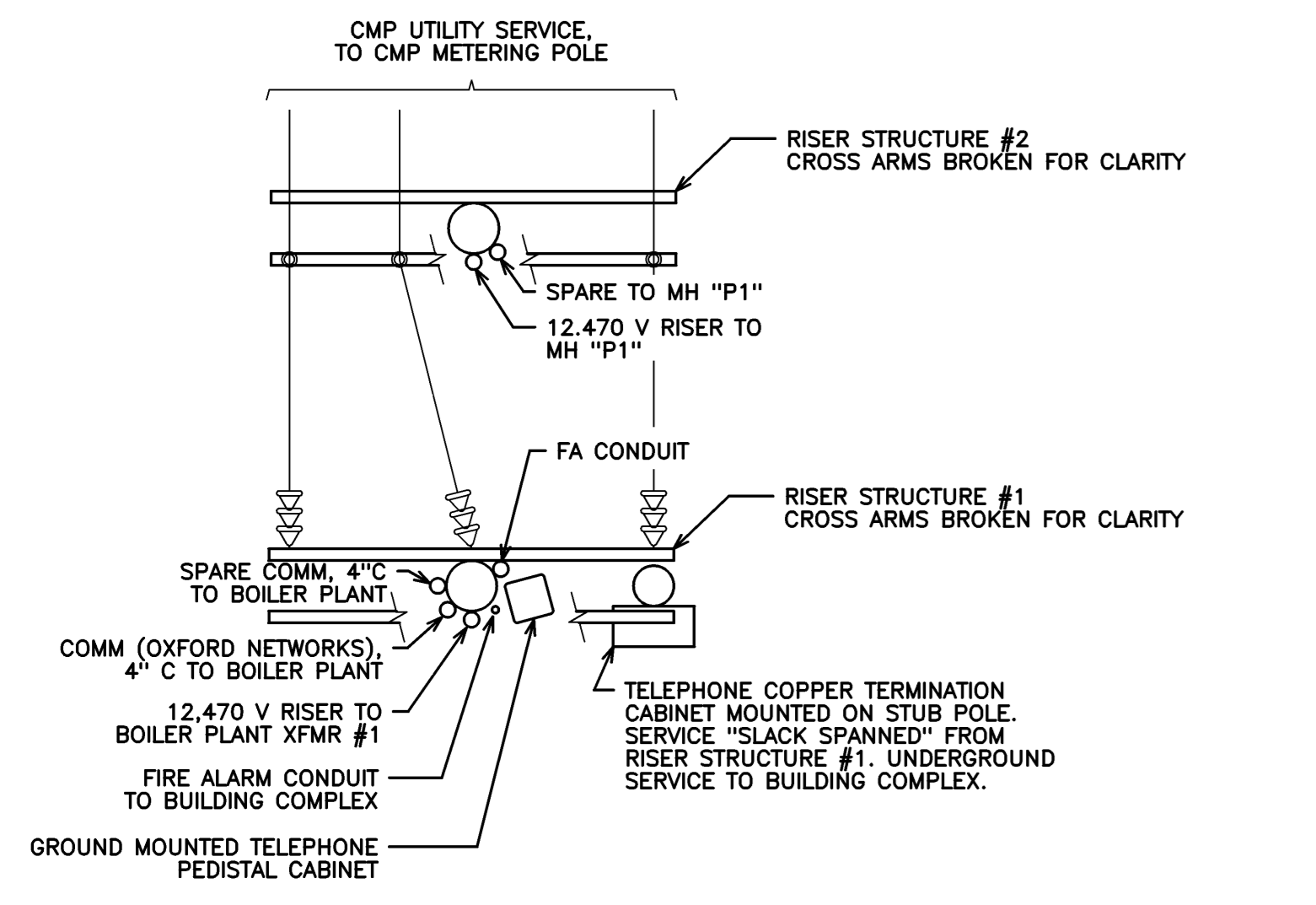
Drawing Number

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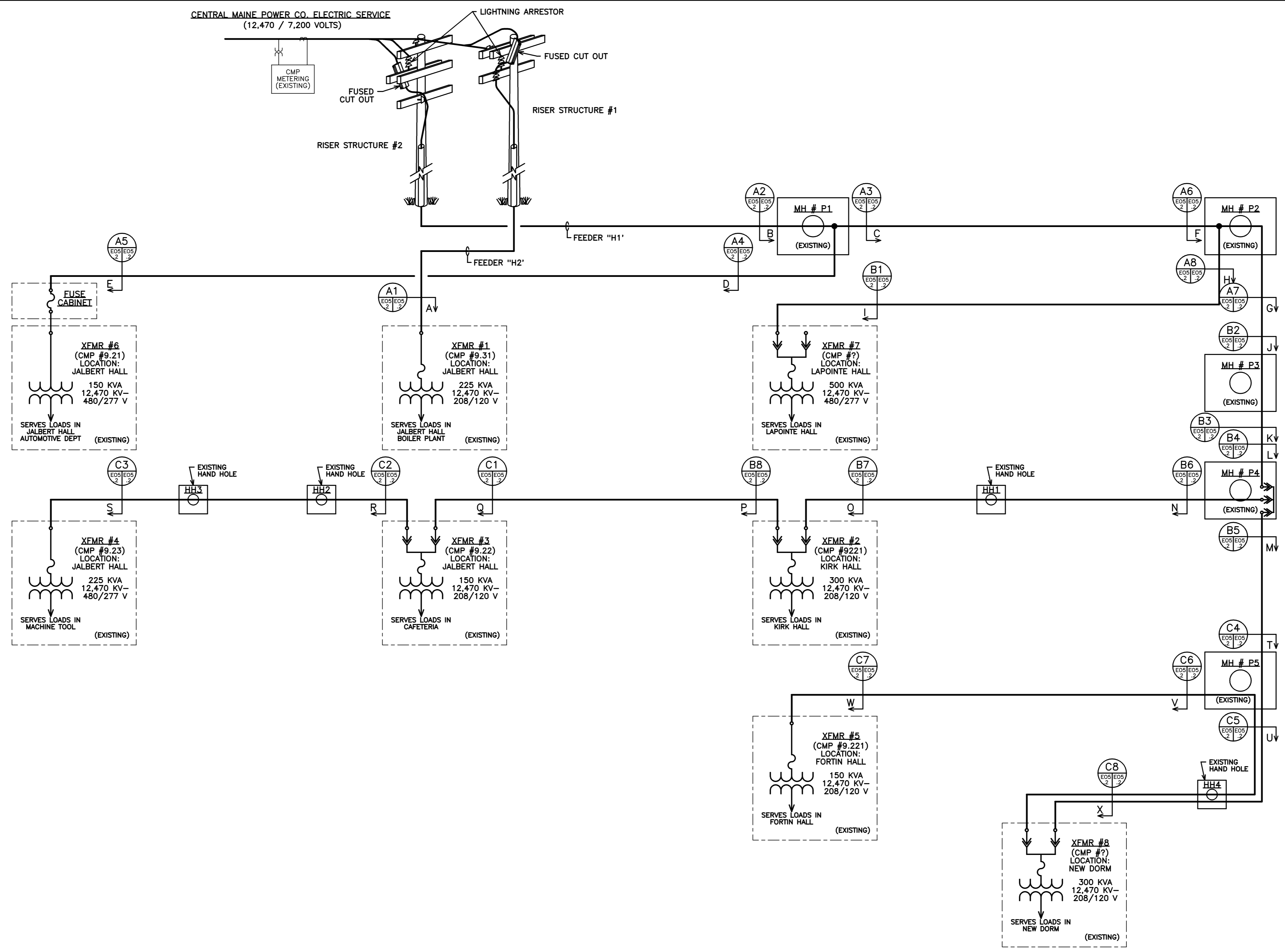
DRAWING NOTES:

1. THE INTENT OF THIS DRAWING IS TO PRESENT THE CONTRACTOR WITH INFORMATION RELATING TO THE GENERAL CONFIGURATION AND ROUTING OF THE EXISTING ELECTRICAL DISTRIBUTION SYSTEM.
2. THE LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND MAY NOT BE COMPLETE. THE CONTRACTOR SHALL INVESTIGATE AND LOCATE EXISTING UTILITIES IN HIS TRENCHING PATH PRIOR TO EXCAVATION.
3. THE INFORMATION CONTAINED ON THE DRAWINGS SHOULD NOT BE CONSIDERED "AS BUILT" BY THE CONTRACTOR. DATA HAS BEEN COMPILED FROM VARIOUS DOCUMENTS AND HAS NOT BEEN FULLY VERIFIED IN THE FIELD. THE CONTRACTOR SHALL TAKE CARE IN UTILIZING THE INFORMATION CONTAINED ON THIS DRAWING AND VERIFY THE INFORMATION IN THE FIELD PRIOR TO STARTING ANY CONSTRUCTION BASED ON THIS DRAWING.
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DRAWING NOTES	F5
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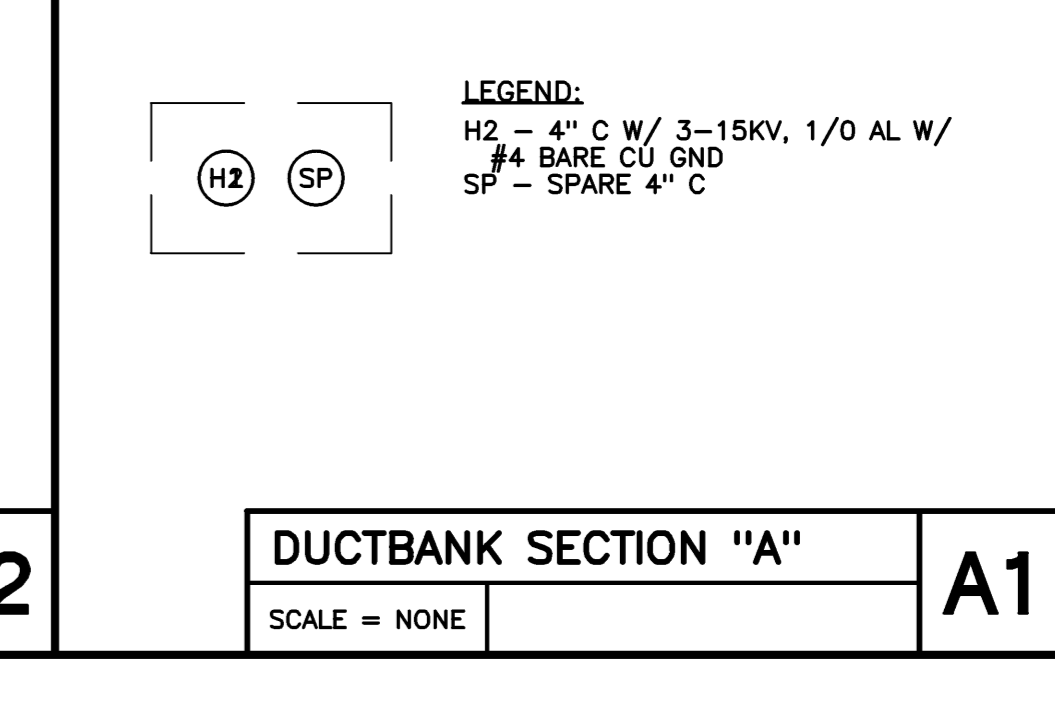
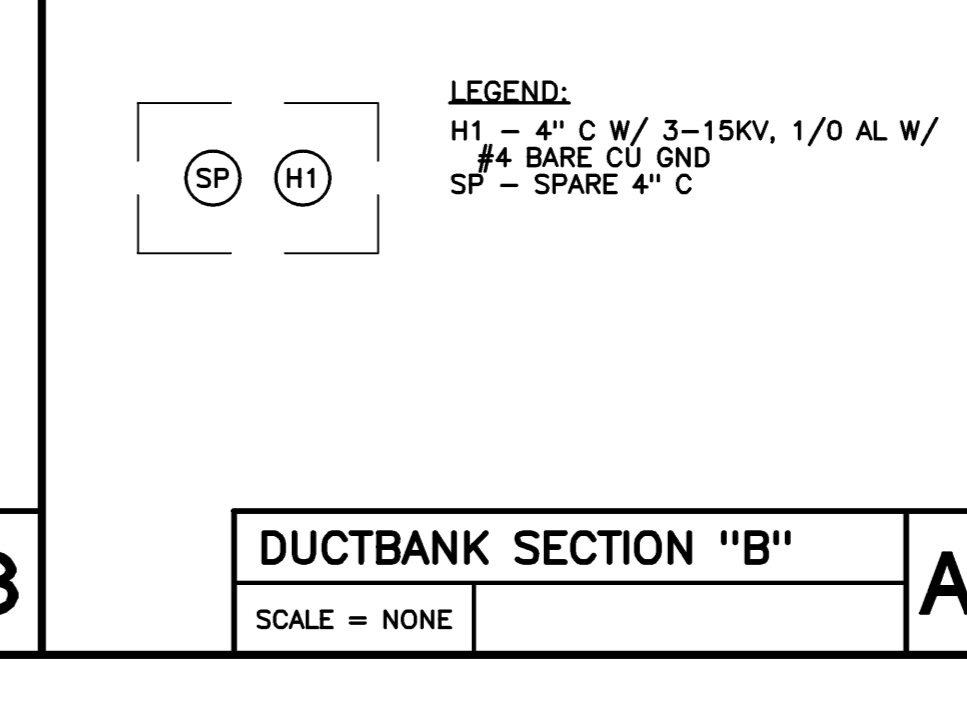
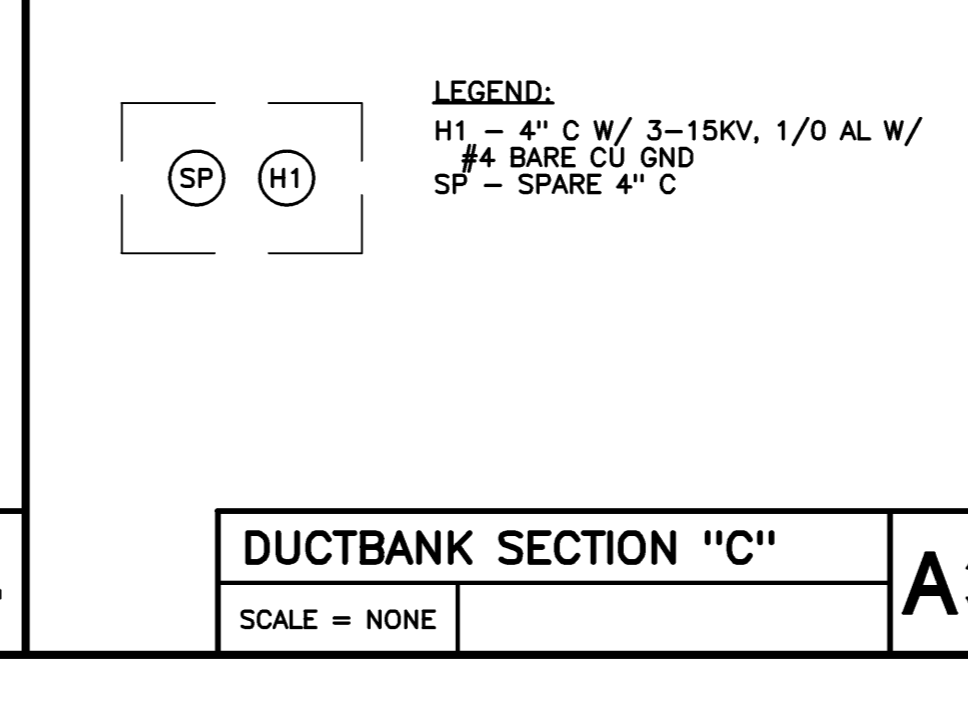
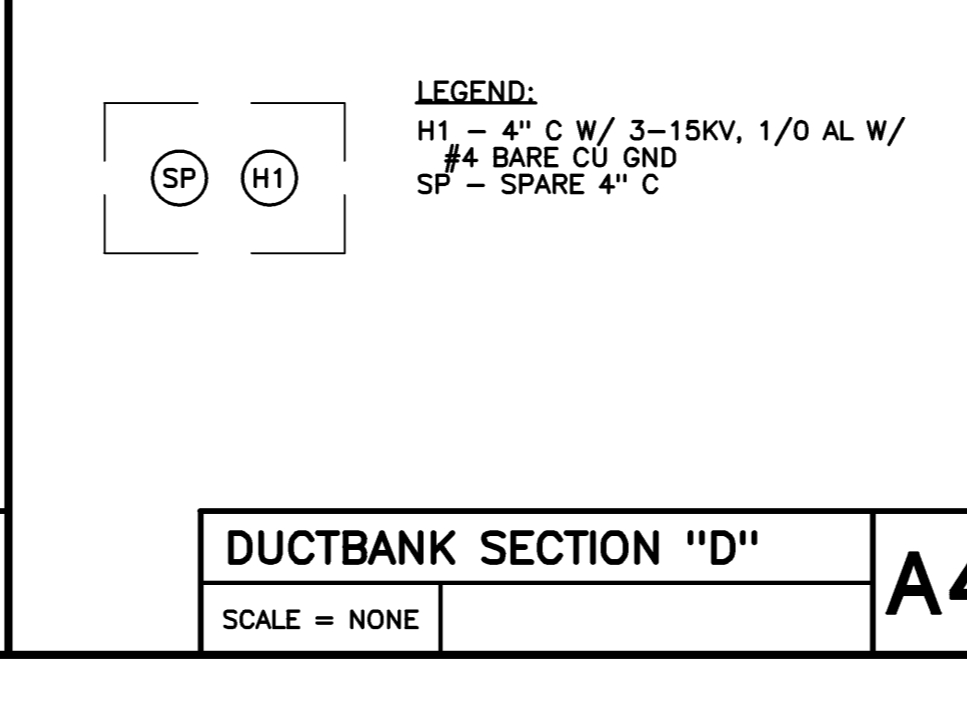
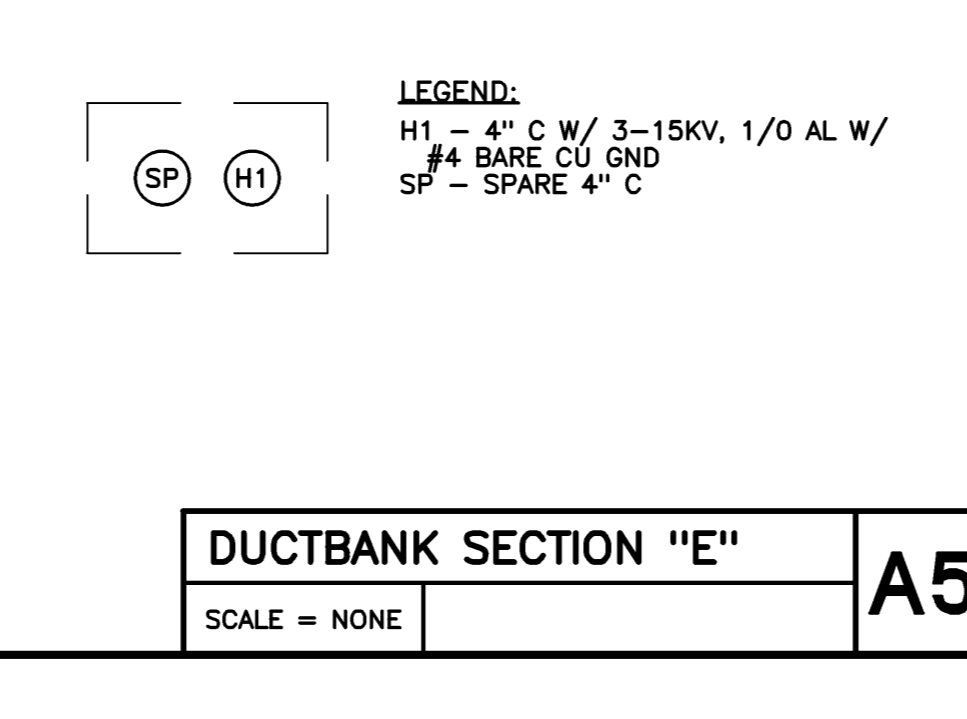
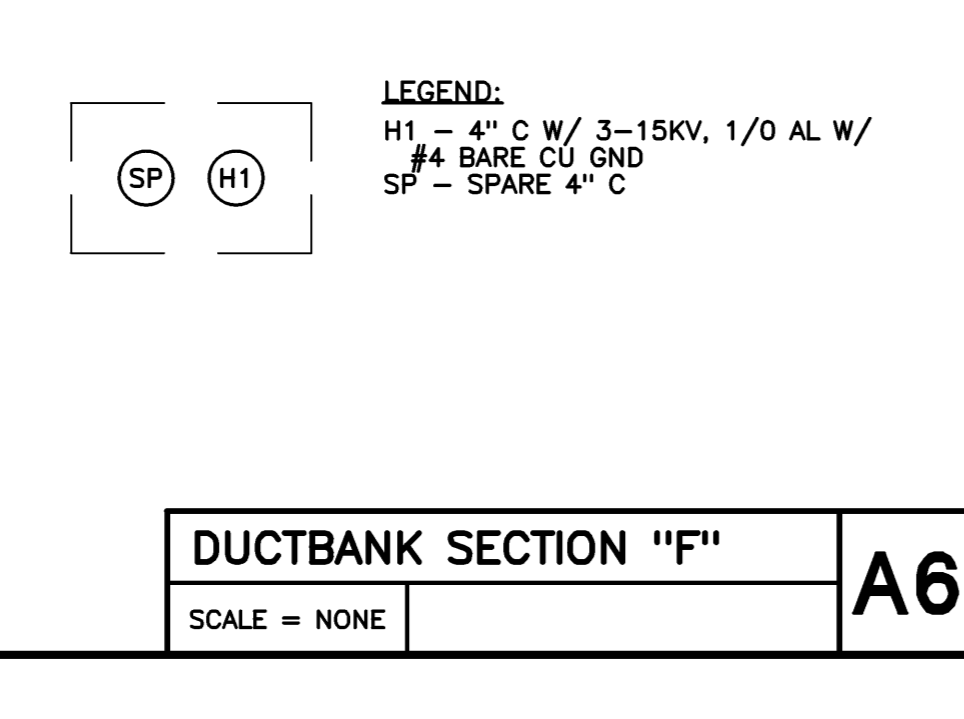
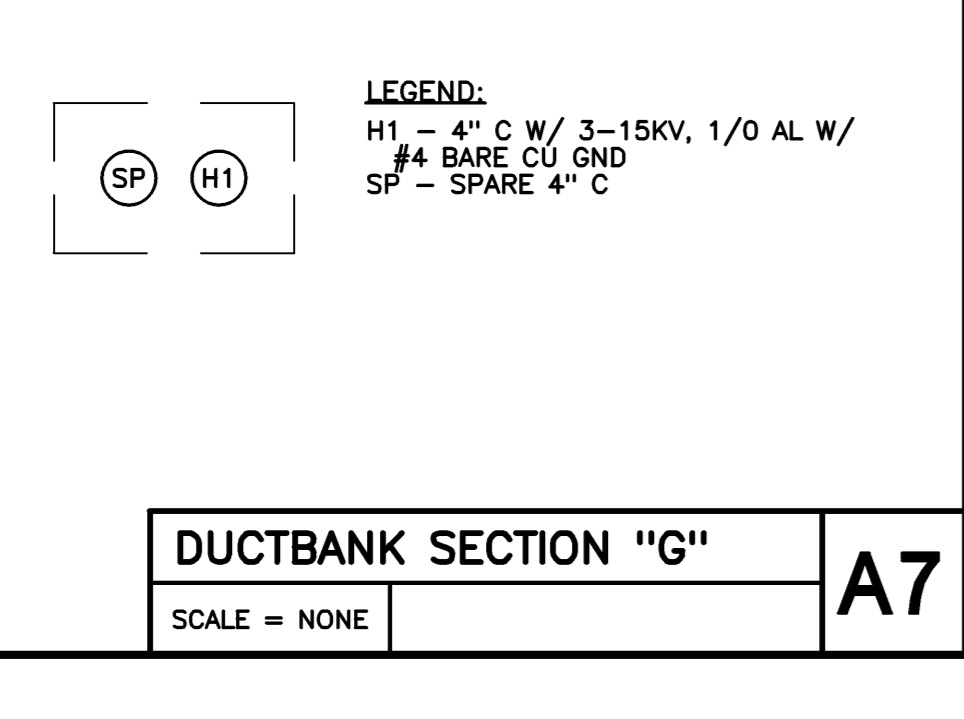
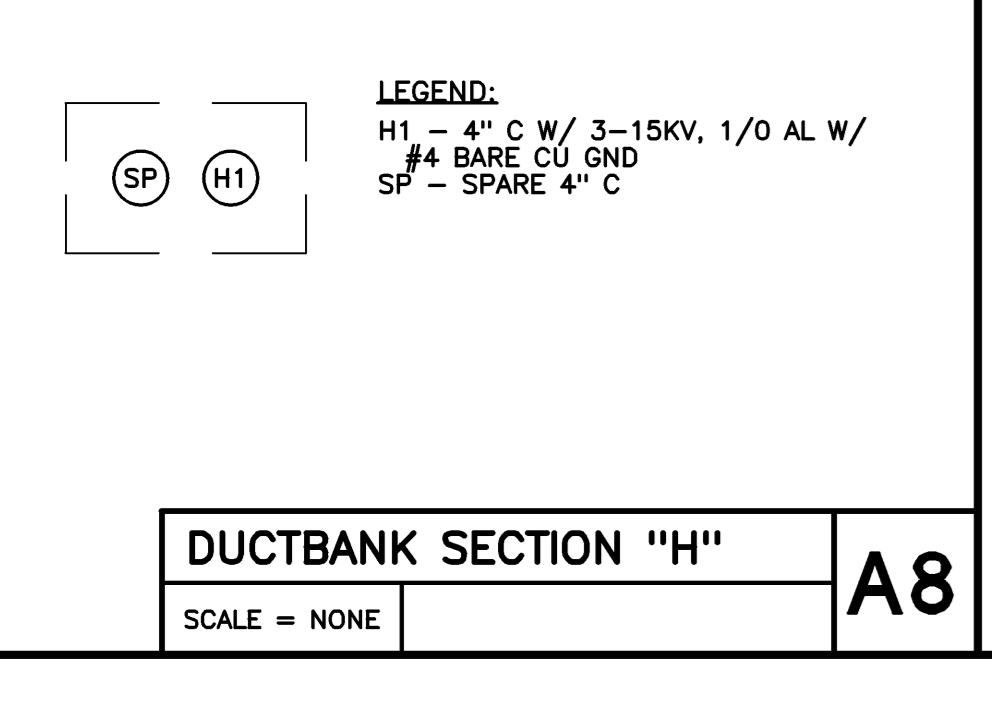
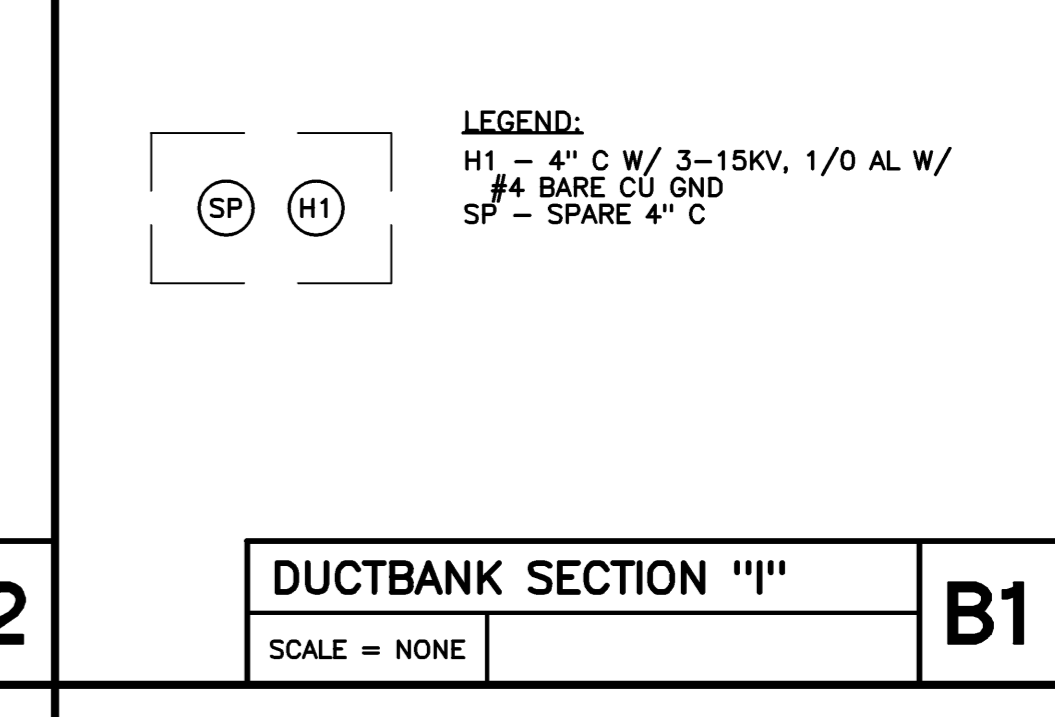
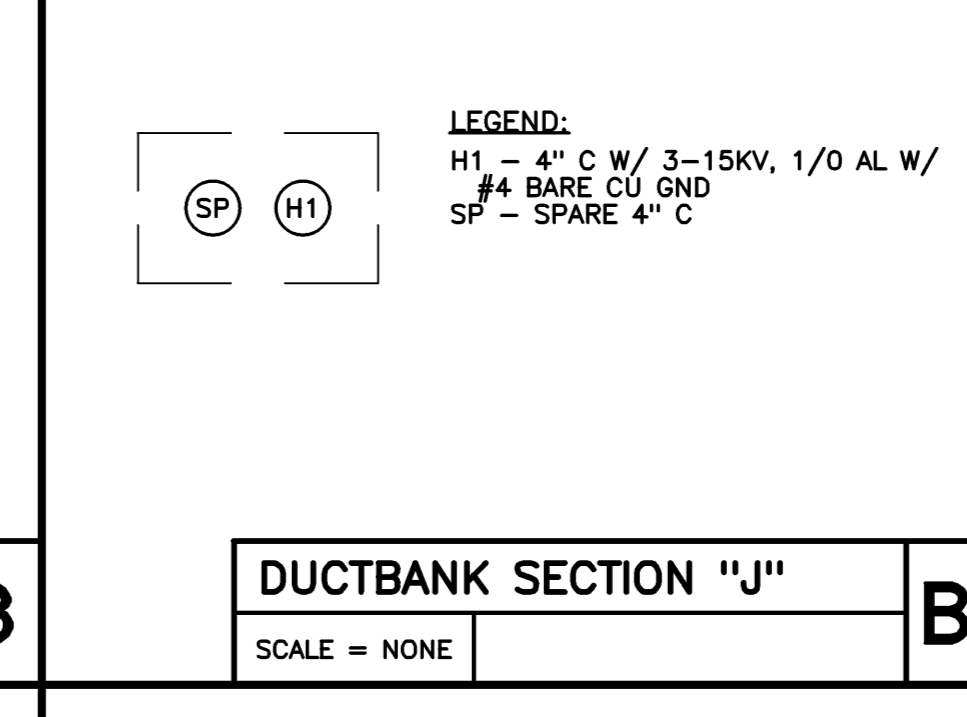
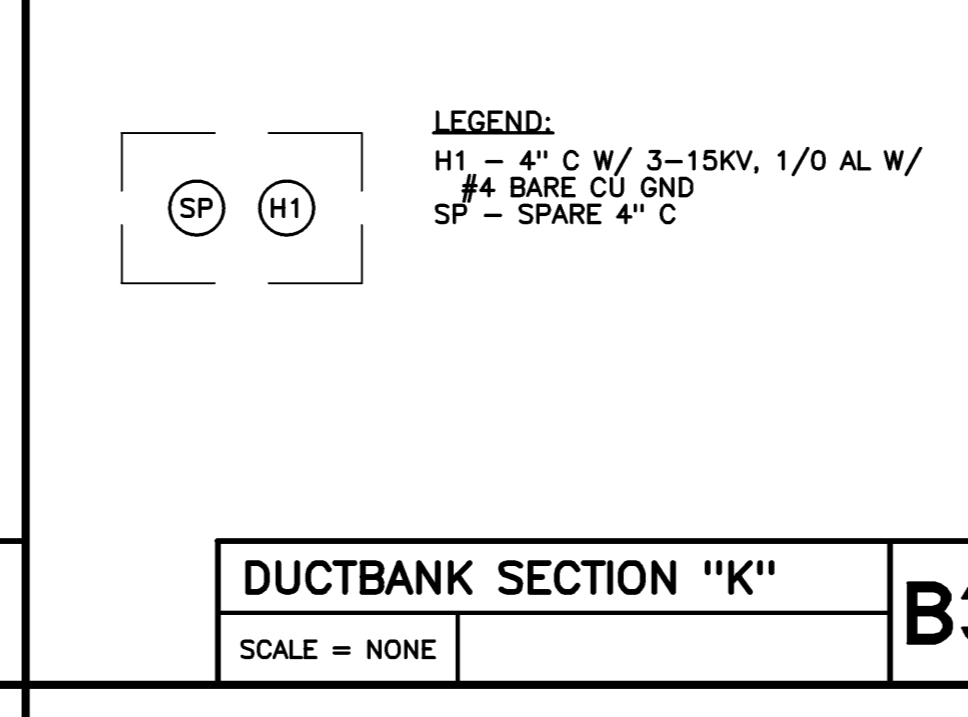
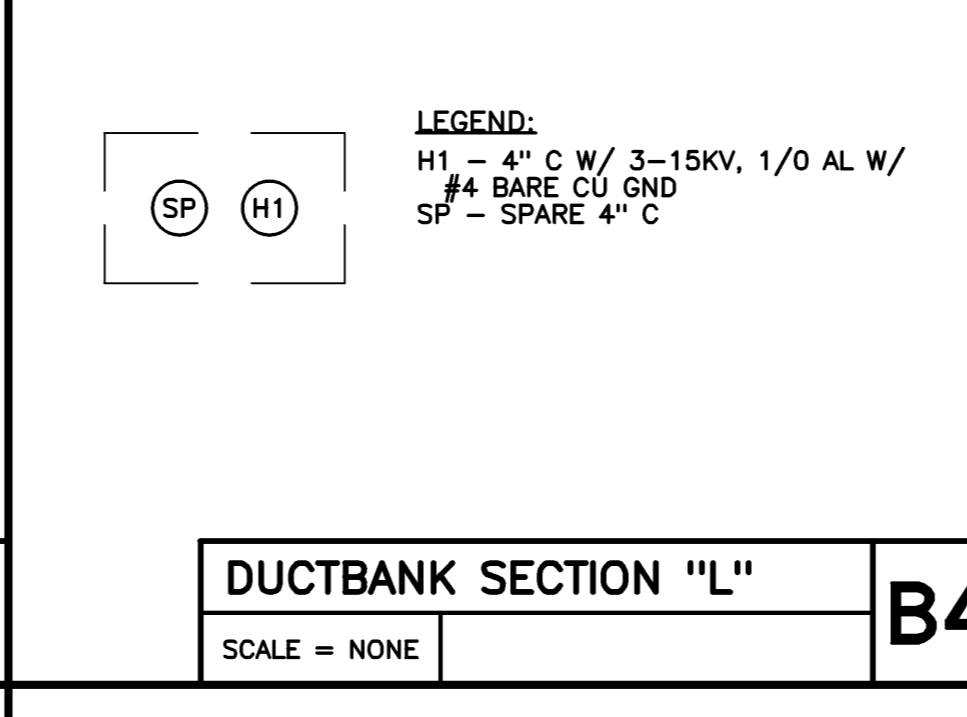
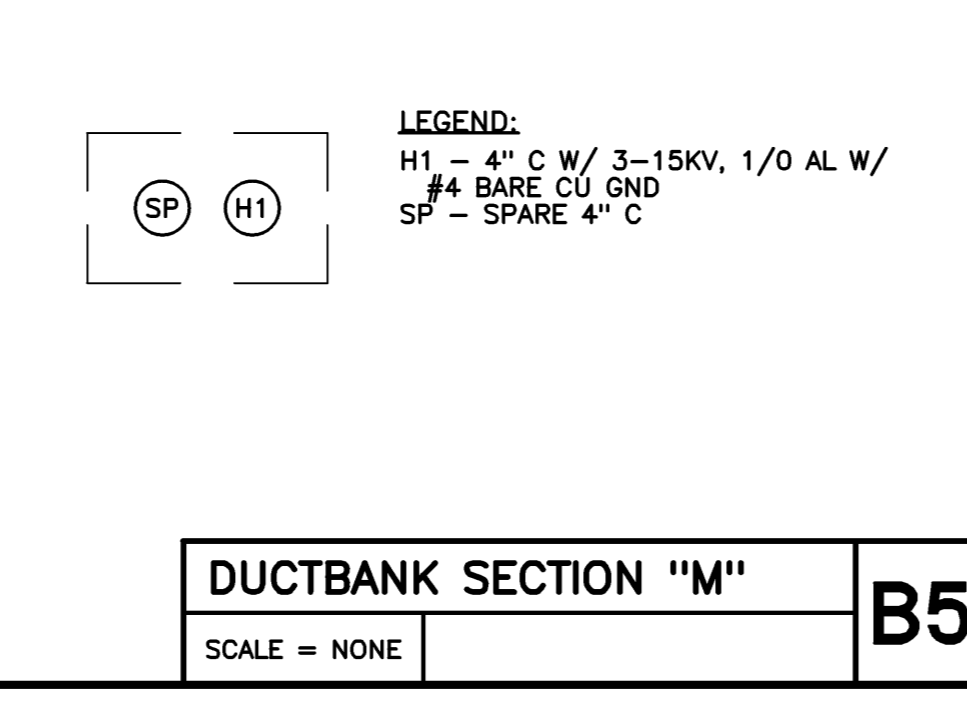
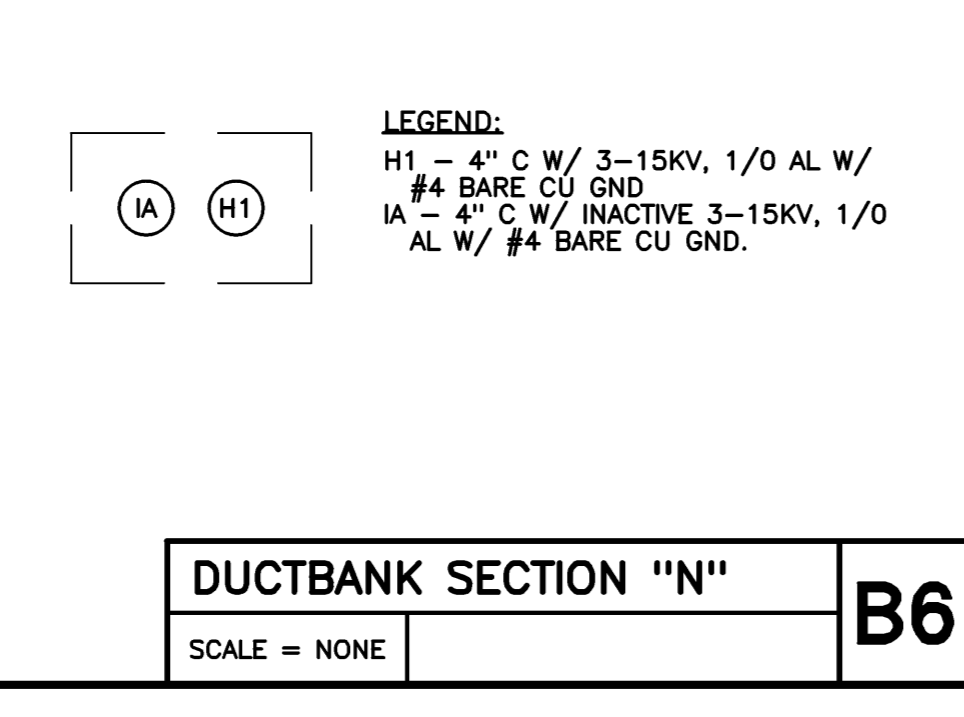
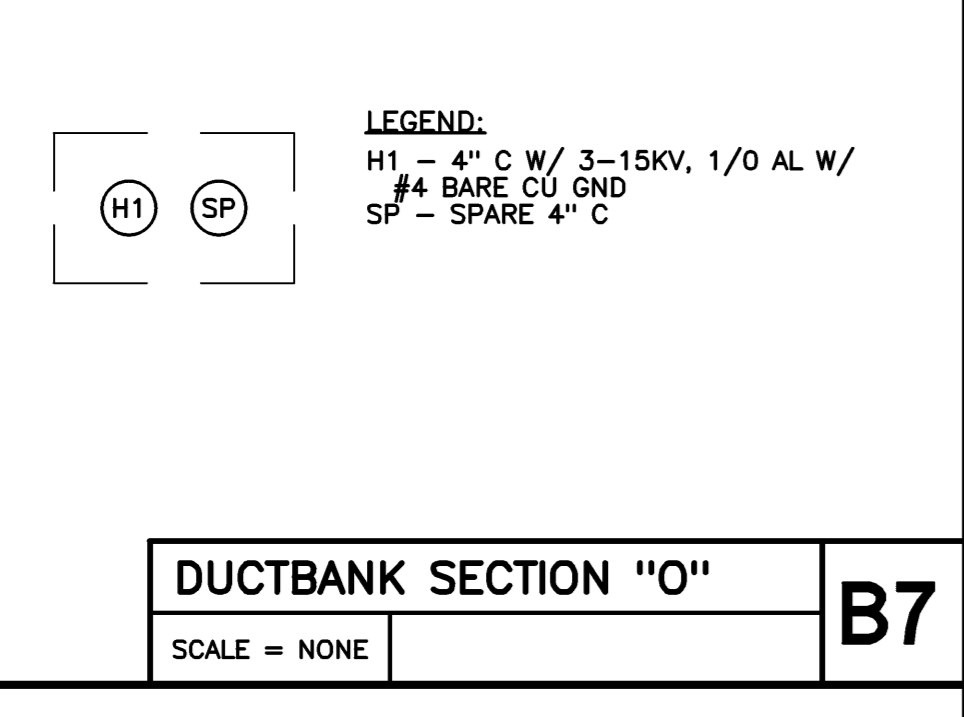
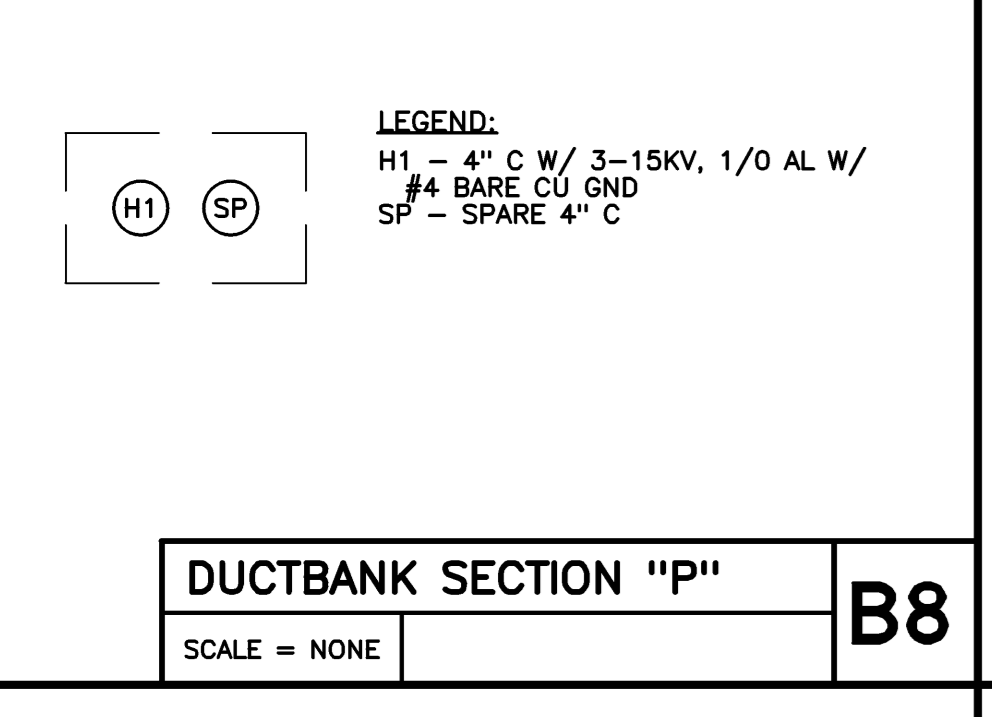
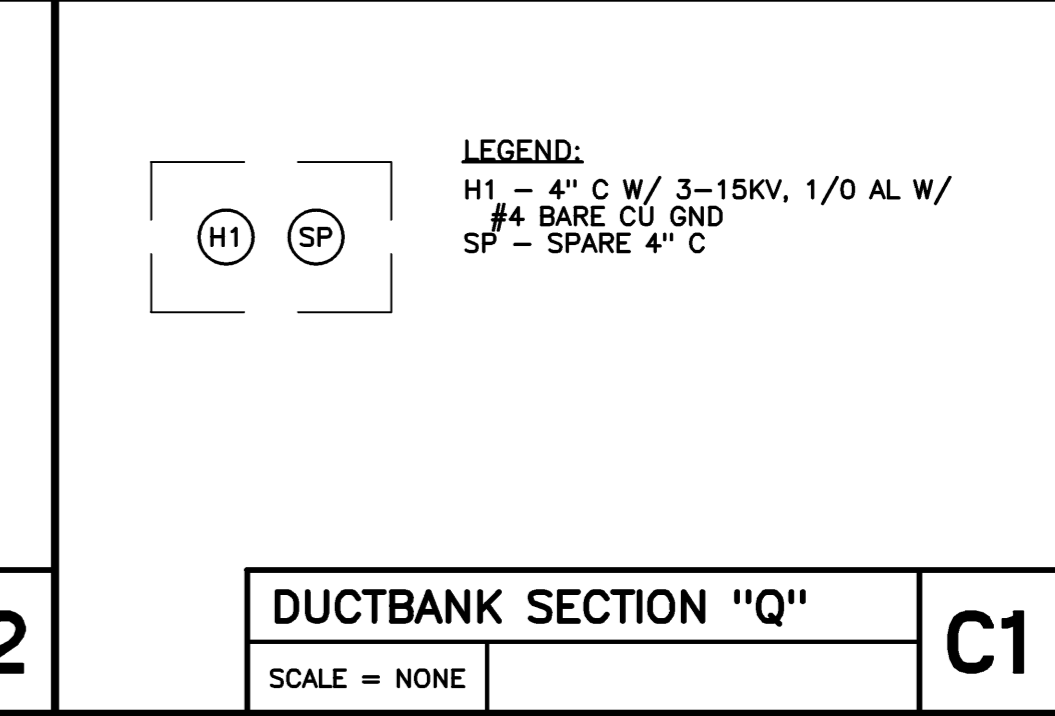
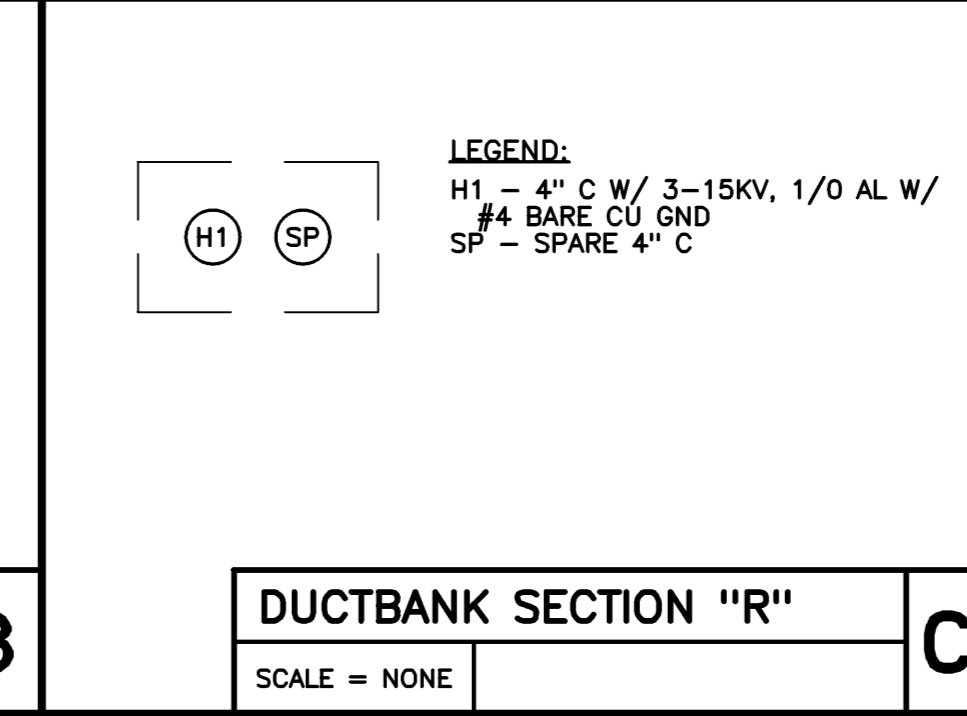
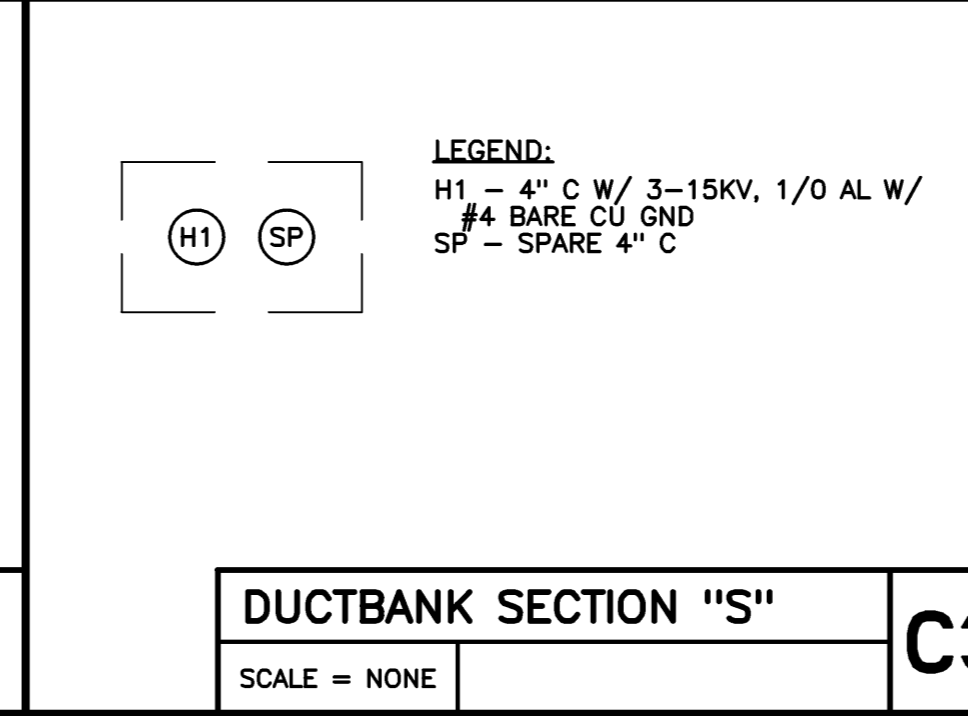
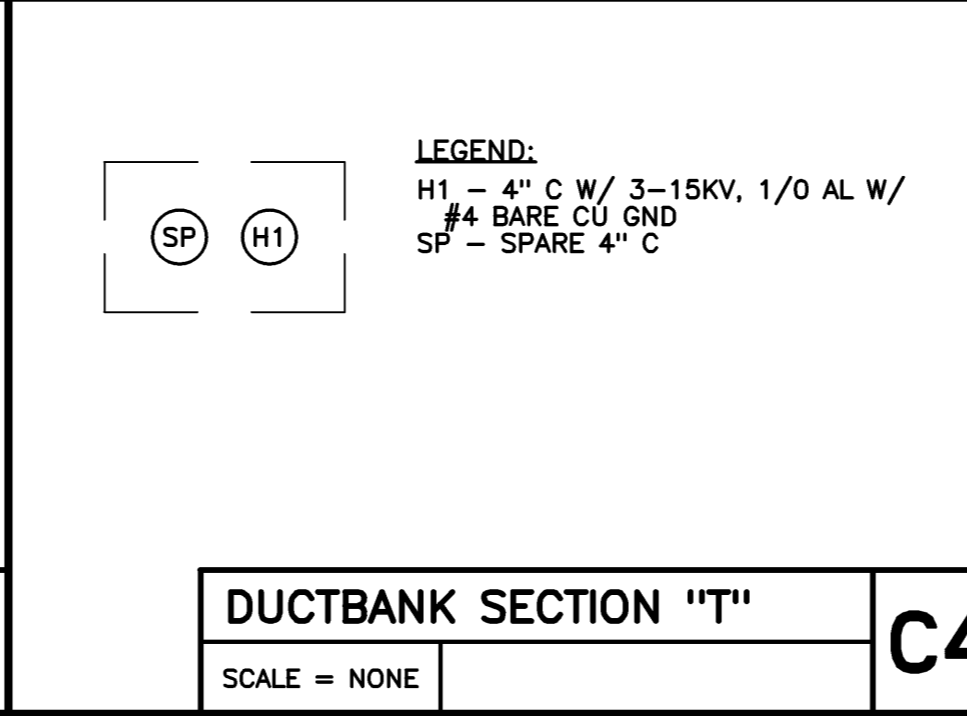
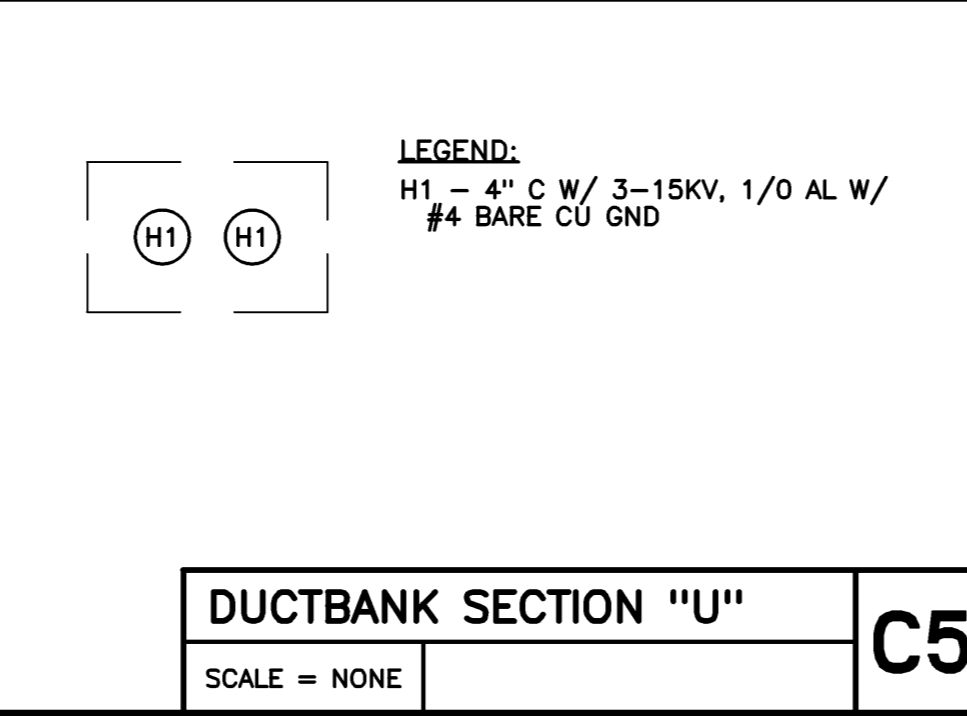
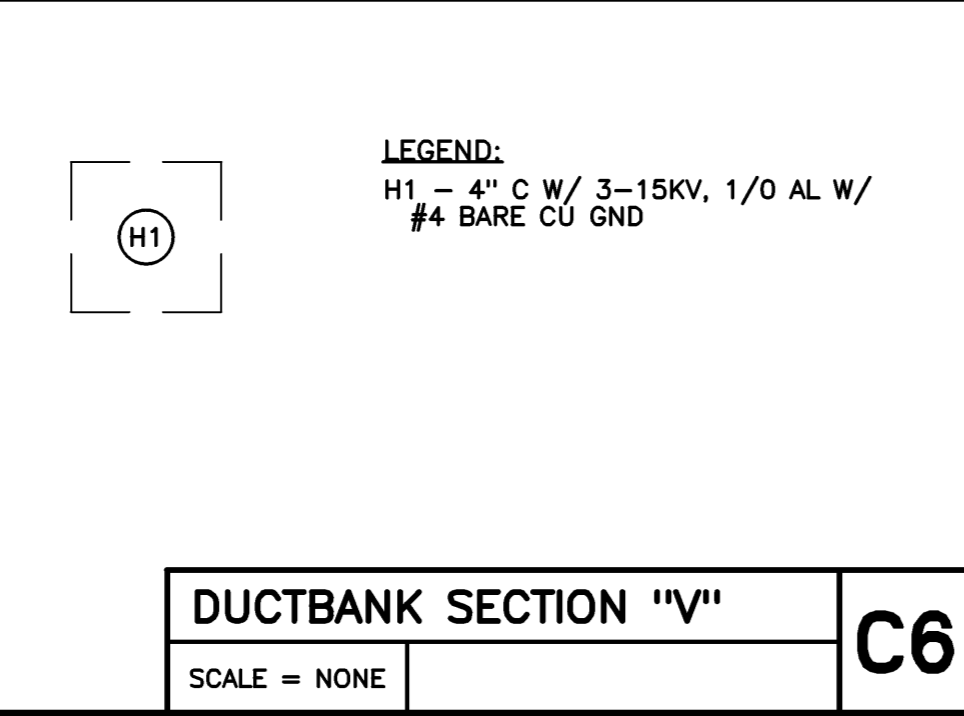
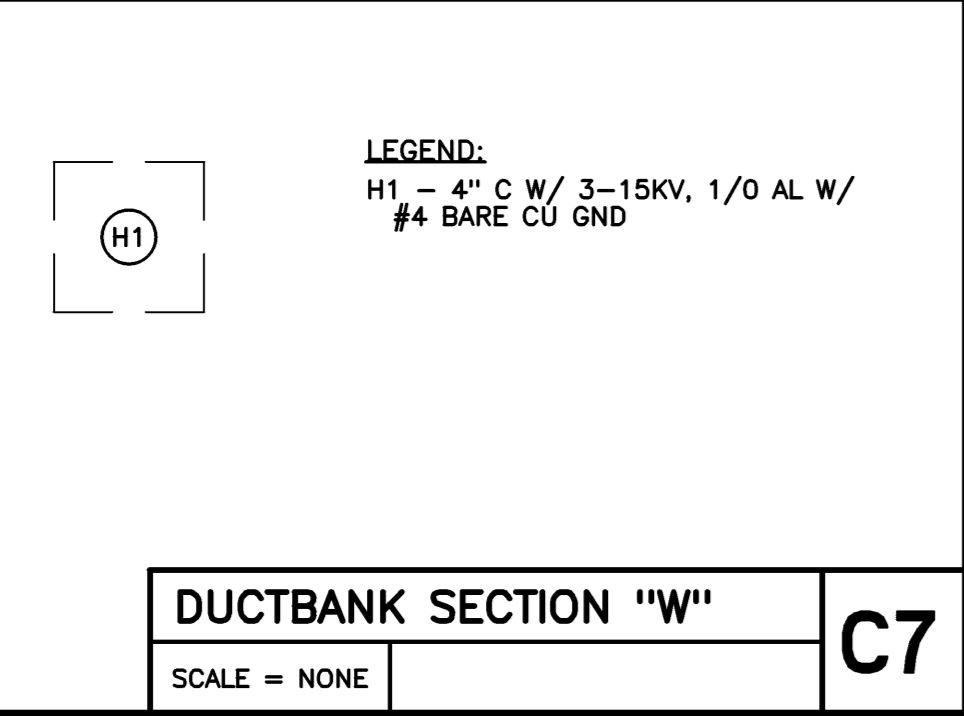
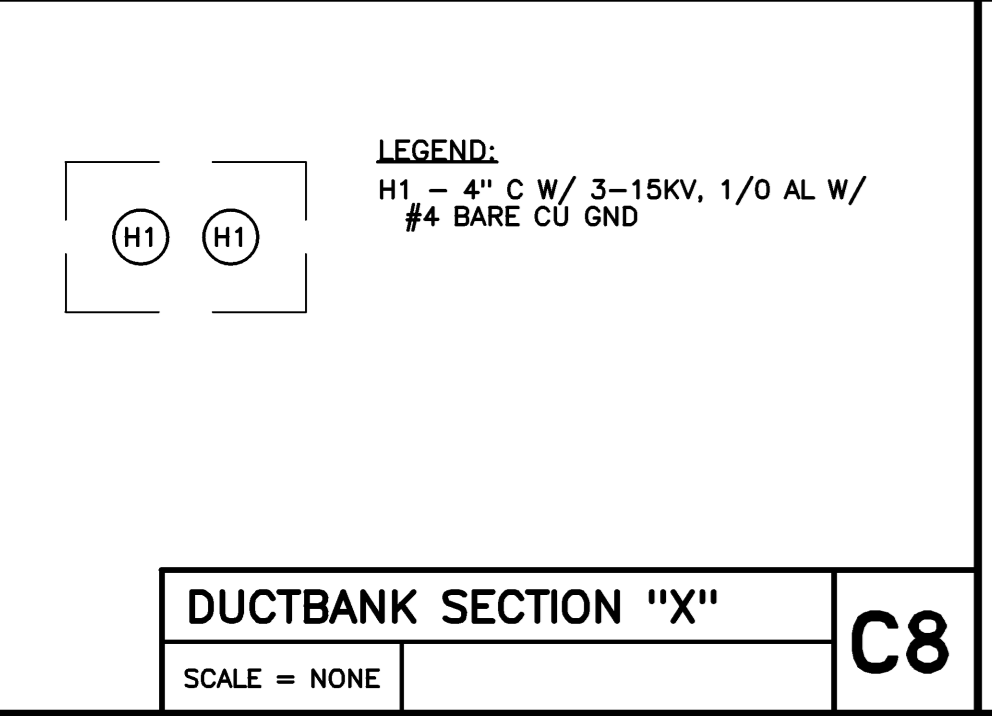
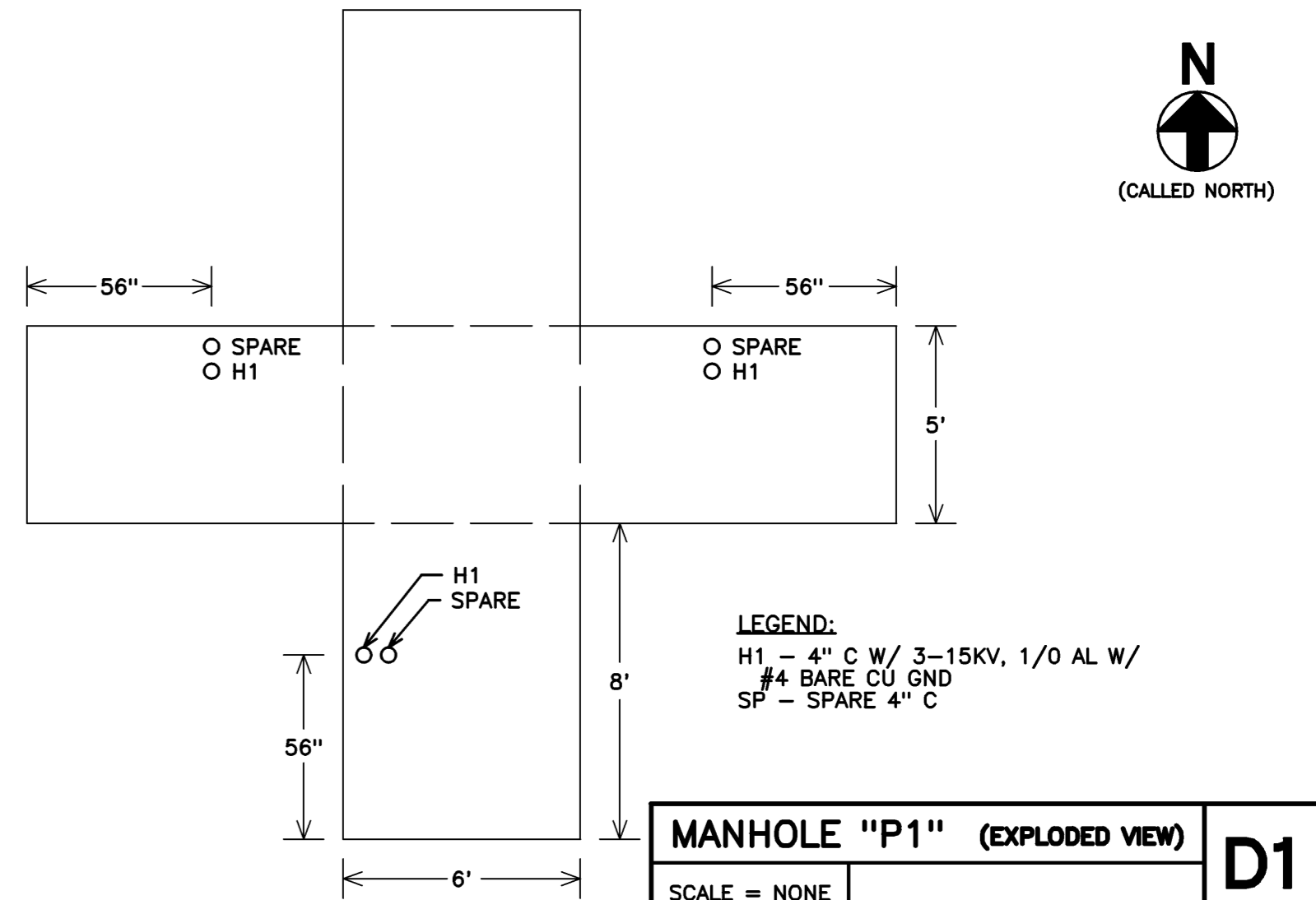
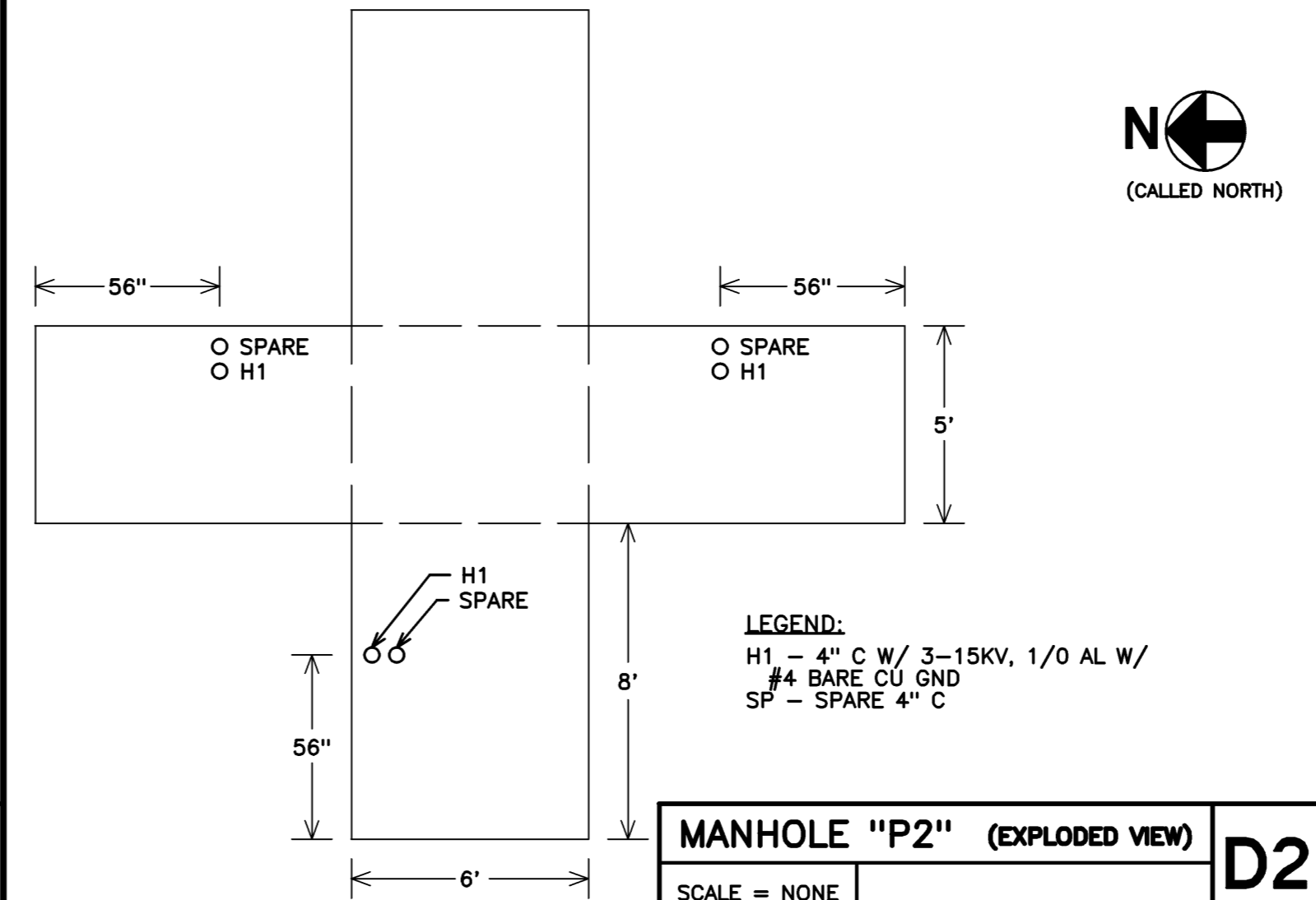
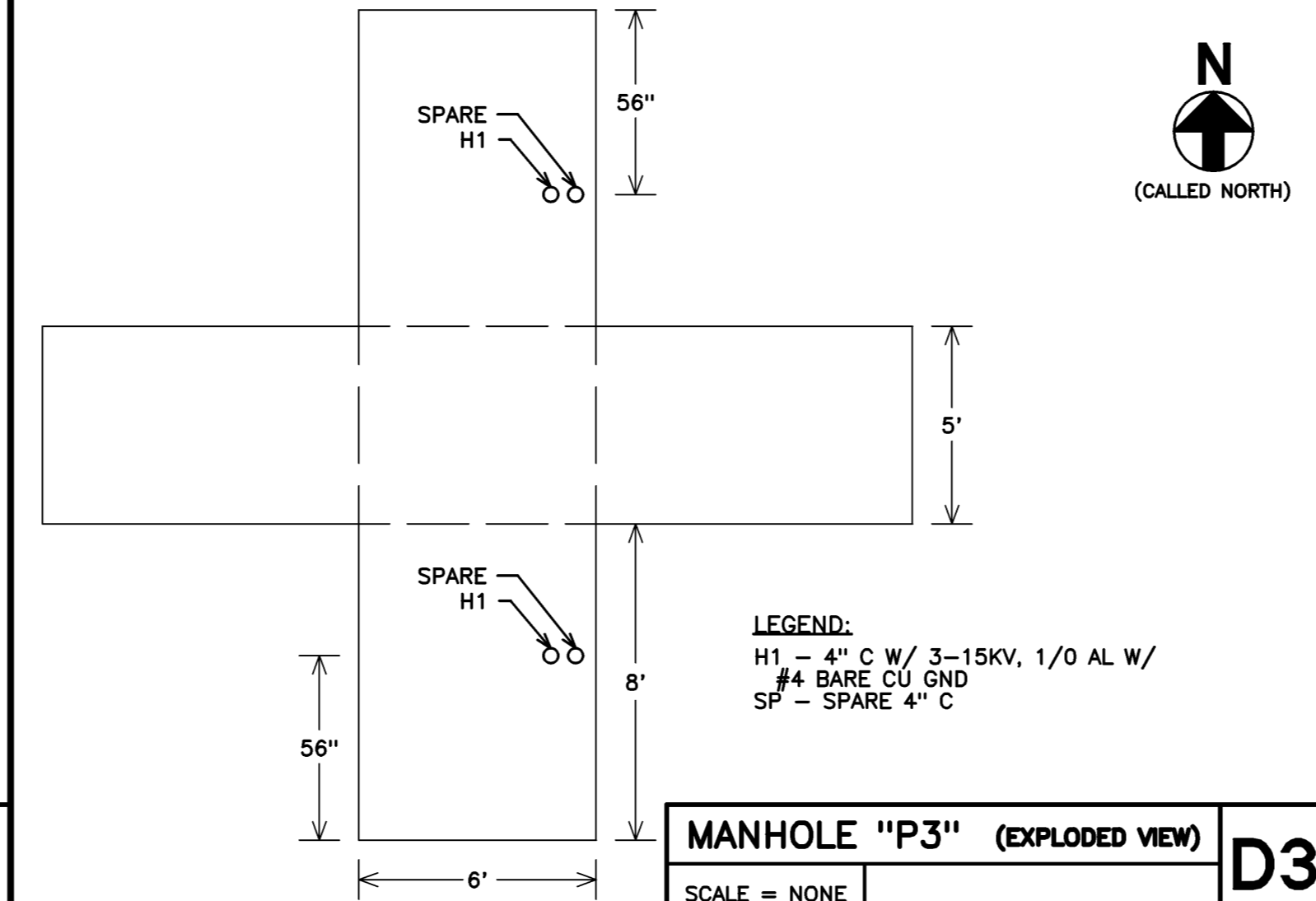
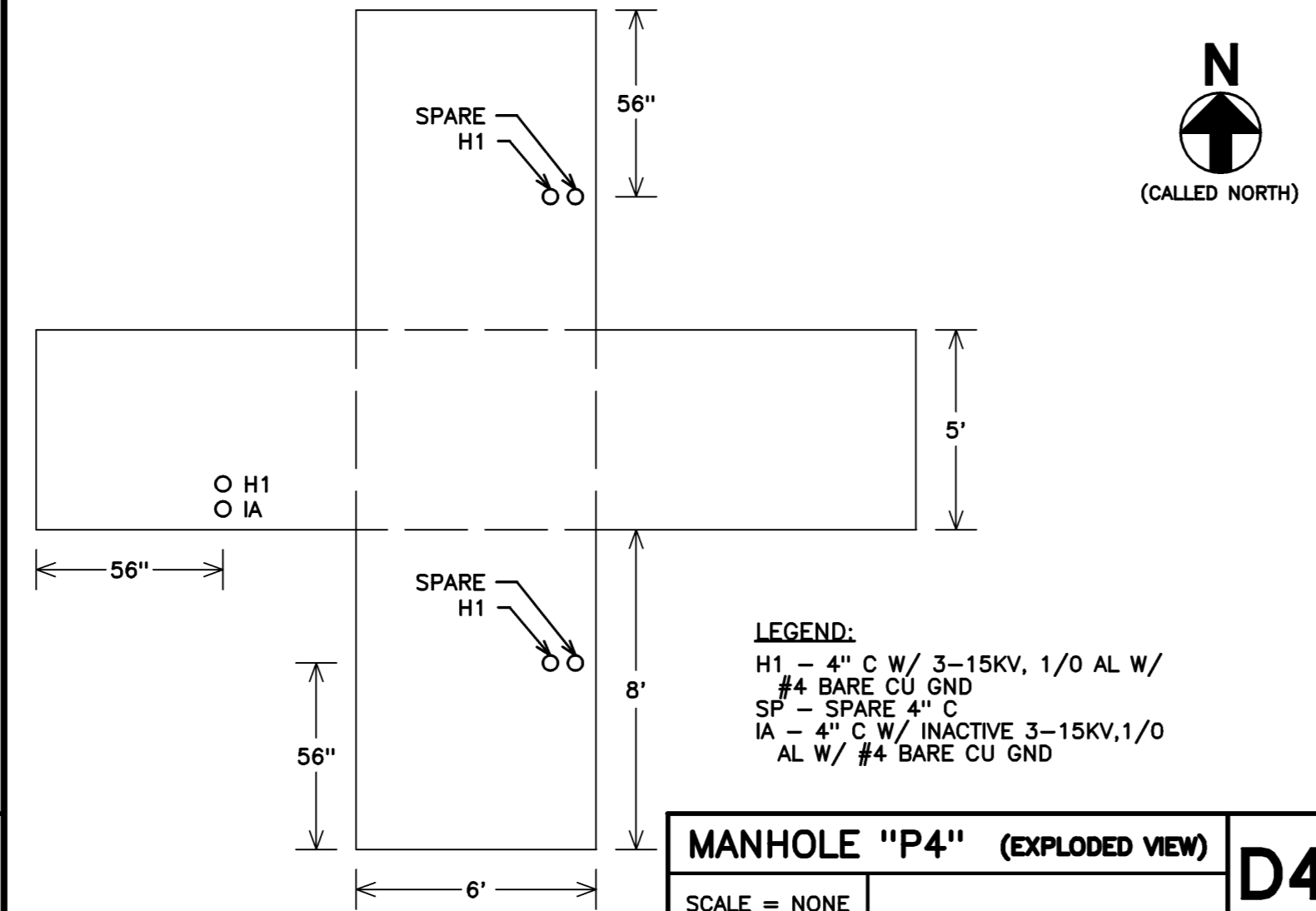
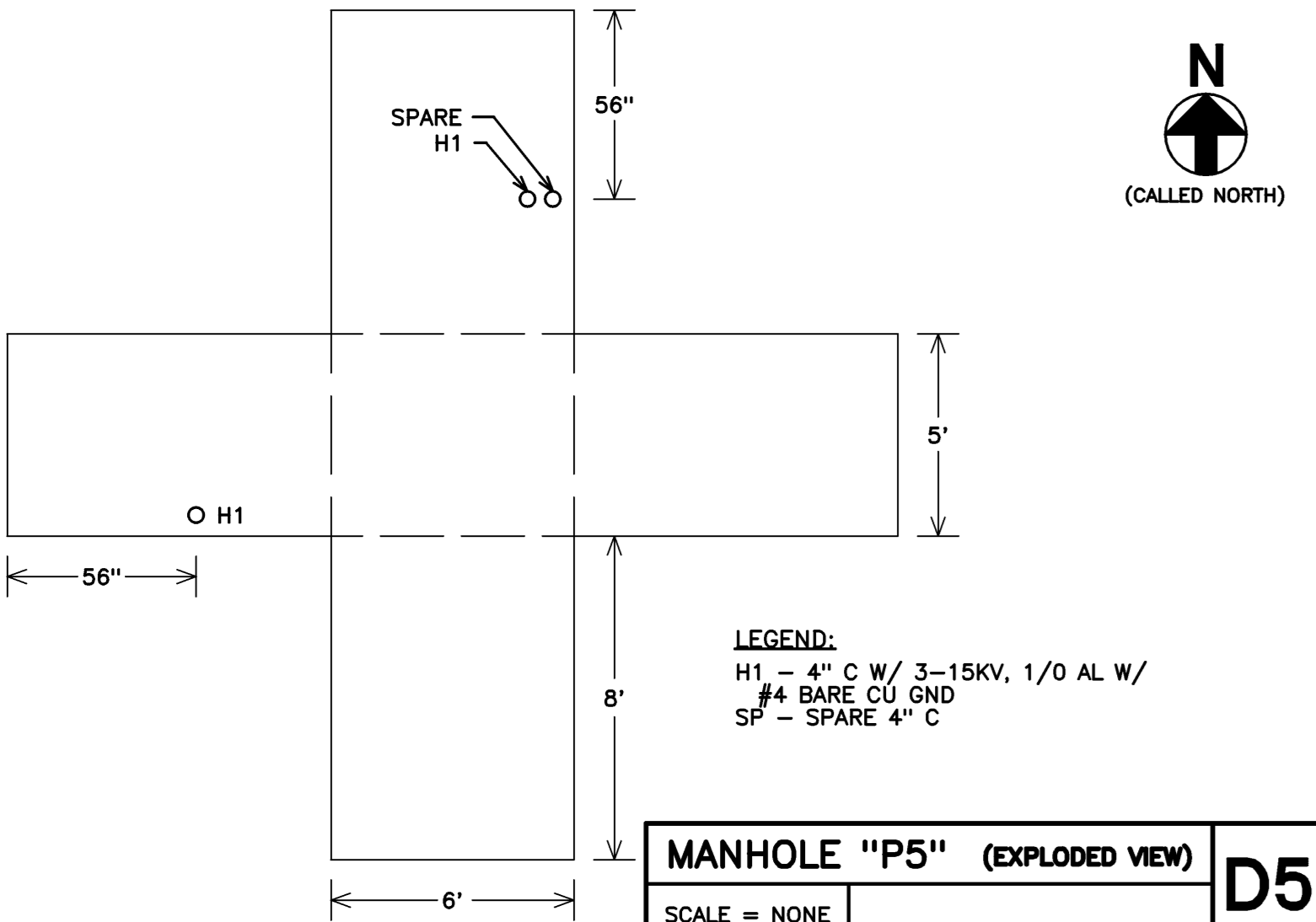


CENTRAL MAINE POWER CO. ELECTRIC SERVICE
(12,470 / 7,200 VOLTS)



EXISTING RISER POLES - PLAN	E5
SCALE = NONE	

ONE LINE DIAGRAM-EXISTING	E1
SCALE = NONE	



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www.harriman.com
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Project Title
CMCC PRIMARY ELEC. DISTRIBUTION MODIFICATIONS
AUBURN, MAINE
NA Project No. **08717**
Key Plan

WARNING
These Record Documents have been prepared based on information provided by others. The Consultant has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions that may be incorporated as a result of erroneous information provided by others.

05-01-09	ISSUED FOR BID/CONSTRUCTION
04-20-09	90% HARRIMAN REVIEW
03-25-09	60% PROGRESS

Mark Date Description
New Dates

Drawing Status
RECORD

Drawing Title
ONE LINE DIAGRAM DUCT SECTIONS & EXPLODED VIEWS EXISTING CONDITIONS
NA / PE: **KOS** Drawn By: **KOS**
Drawing Number
E05.2

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, **YOUR ENTITY UNDERSTANDS AND AGREES THAT:**

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS 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;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. 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 MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

"General Decision Number: ME20240015 02/02/2024

Superseded General Decision Number: ME20230015

State: Maine

Construction Type: Building

County: Androscoggin County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024

CARP0352-004 09/01/2023

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Metal Stud Installation).....	\$ 28.23	19.37

* ELEC0567-001 01/01/2024

	Rates	Fringes
ELECTRICIAN Teledata Technicians.....	\$ 36.43	20.09

ELEV0004-006 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.38	37.335+a+b

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.
- b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0007-035 09/16/2023

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).....	\$ 30.83	24.97

LAB00976-007 12/01/2020

	Rates	Fringes
LABORER: Common or General (Industrial Work Only).....	\$ 21.76	20.07

* SUME2014-024 01/31/2017

	Rates	Fringes
BRICKLAYER.....	\$ 24.90	10.72
CEMENT MASON/CONCRETE FINISHER...	\$ 17.65	5.01
Electrician, Excludes Teledata Work.....	\$ 26.67	10.82
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.14	2.29
LABORER: Common or General.....	\$ 14.45 **	2.17
LABORER: Demolition.....	\$ 18.20	5.05
LABORER: Mason Tender - Brick...	\$ 19.16	3.56

MILLWRIGHT.....	\$ 22.17	7.75
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 31.38	5.91
OPERATOR: Crane.....	\$ 23.33	0.00
PAINTER (Brush and Roller).....	\$ 15.38 **	2.95
PAINTER: Spray.....	\$ 17.47	2.22
PLUMBER, Includes HVAC Pipe Installation.....	\$ 22.00	4.53
ROOFER.....	\$ 19.86	2.31
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 17.30	2.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"